

Gas Co. for unorthodox location 1/2 Sec. 18,
Twp. 31N, R. 10W, & rest. for exception to
Blanco-La Plata spacing regulations

Case No.

368

Application, Transcript,
Small Exhibits, Etc.

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

TRANSCRIPT OF PROCEEDINGS
Case No. 368

Regular Hearing
May 20, 1952

ADA DEARNLEY & ASSOCIATES
COURT REPORTERS
ROOM 12, CROMWELL BLDG
PHONES 7-9645 AND 5-8546
ALBUQUERQUE, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO

May 20, 1952

In the Matter of:

Stanolind Oil and Gas Company's
application for approval of Lakewood
Unit Agreement embracing 7,521.75
acres, more or less, in Townships
19 and 20 South, Range 25 East, NMPM,
Eddy County, New Mexico.

Case No. 368

(Notice of Publication read by Mr. Graham.)

MR. SETH: We have two witnesses to be sworn.

If this Commission please, this is Stanolind's application for approval of the Lakewood agreement covering approximately 7,521.75 acres in Eddy County, New Mexico. The application has been made in the usual form.

Our first witness will be Mr. Ingram.

T O M L . I N G R A M ,

having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. SETH:

Q State your name.

A Tom L. Ingram.

Q By whom are you employed and in what capacity?

A Stanolind Oil and Gas Company as District Geologist in

Roswell.

Q Have you previously testified before this Commission as a geologist?

A I have.

Q Would you state briefly the general geology of the area proposed to be covered by the Lakewood Unit Agreement?

A The Lakewood area is located approximately 17 miles northwest of Carlsbad in Townships 19 and 20 South, Range 25 East, central Eddy County, New Mexico. Geologically the area is situated on the Carlsbad Shelf along the northwestern edge of the Delaware Basin. Structural data for the area is based on refraction seismic work performed by Stanolind Oil and Gas Company, which depicts the attitude of the sedimentary bed at the approximate top of the Glorieta sand horizon. This work has delineated an anticlinal anomaly approximately eight miles long and four miles wide, trending northeast-southwest, the highest portion of which is the dome, with some 200 feet, more or less, of closure.

Q What formations do you expect to encounter within the unit area?

A In order to test all of the potential productive horizons which have indicated good porosity development in deep wells in this province, we believe that a well should be drilled to a depth of 10,500 feet to test the silurian formation.

Q What is the name of the particular formation?

A The Fusselman formation of Silurian age.

Q What other beds will you encounter?

A The other beds, beginning at the surface, were the Permian, Seven Rivers, Queen, and Grayburg from 0 to approximately 650 feet; the San Andres from 650 to 2280; Glorieta from 2,280, 2,440; Yeso from 2,240 to 5,680; Abo from 5,680 to 6,380; the Hucco 6,380 to 6,710; then Pennsylvanian from 6,710 to 9,765; Mississippian 9,765 to 10,230 feet; and finally the Fusselman of Silurian from 10,230 to 10,500. These estimates are based on formation encountered in Humble No. 1 Federal, Hobbs, which is a dry hole.

Q Do you believe that this data indicates that you have a reasonable expectation of production in the area proposed?

A Yes, the anticipated porous zones and productive zones may be expected in the San Andres, Glorieta, Yeso, Abo, and Fusselman.

Q Have the unit boundaries as proposed been drawn to include the most favorable part of the structure?

A Yes, they have. They have been defined by the contours of our seismic work.

Q You don't believe it includes any unnecessarily large acreage?

A No.

Q Do you believe that in view of the data that you have available that the operations of this area as a unit will best conserve edge reservoir energy and be in accordance with the

accepted conservation practices?

A Yes, it is my opinion.

Q You have had occasion to have experience with unit operations and you will state that in view of your experience?

A Yes.

Q What is your comment on the best ultimate recovery under the unit as proposed here?

A Well, should commercial production be discovered, the unitized operation will be, will insure an orderly developed program based on the structural position and development in operation will be conducted in accordance with plans that have the joint approval of state and federal authorities.

Q Do you believe it will lead to the greatest ultimate recovery of oil and gas in place?

A Yes.

Q Do you have any other comment on it?

A No, sir.

MR. SETH: That is all the direct testimony.

MR. SPURRIER: Are there any questions of this witness?

MR. WALKER: Don Walker with Gulf. Tell me how much has been assigned for our information?

MR. SETH: That will be developed in our next witness.

MR. SPURRIER: Any other question. If not, the witness may be excused.

(Witness excused.)

W A Y N E A . B L A N K E N S H I P ,
having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By MR. SETH:

Q State your full name.

A Wayne A. Blankenship.

Q By whom employed?

A Stanolind Oil and Gas.

Q What are your duties and where employed?

A District land man in Roswell, New Mexico, office.

Q Have you handled the Lakewood unitization up to this point?

A Yes, I have.

Q Are you familiar with the unit agreement and the unit area and the ownership, generally?

A Yes, sir, I am.

Q Just state briefly the essential provisions of the unit agreement relating to development.

A The unit agreement is on a type of form which has heretofore been approved by the Commissioner and the Commission for exploratory programs of this type. It provides that within six months from date of final approval that a test well will be commenced and will be drilled to the Fusselman, or 10,500 feet, or unitized substances and Pennsylvanian quantities at lesser depth. It provides if the first test well is completed as a dry hole

that an additional well will be commenced within six months from the date of completion of the first well or an extension of time granted by the Commissioner and the Commission if warranted. If the first well is completed as a producing well, then a participating area which will embrace the acreage reasonably proved productive by the first well will be submitted for approval and also within six months from completion of the first well as producing well if such a plan of development will be submitted for approval.

Q Do you have a map available showing the ownership within the unit area?

A Yes, sir, I have. I have two executed copies of the Lakewood Unit Agreement and two unexecuted copies of it. A map is attached as exhibit "A" and has been colored in three colors.

Q Would you detach that map and make it available to the Commission, please.

A Yes.

Q Do you have figures available showing the percentage of ownership of state, federal and free land in the proposed area?

A Yes, sir, I have the total acres in the unit, 7,524.11. Of this, federal land comprises 3,842.36 or 51.07 per cent; state, 1,600 acres or 21.26 per cent; patented lands, 2,081.75 acres or 27.67. We have committed at the present time a total of 83.45 per cent, with additional probably 4.78 per cent. We expect to get committed a total of 88.23 per cent. We have 10.64

per cent which has refused to commit, with an additional probable of 1.13 per cent, bringing the total we may expect to refuse to commit 11.77 per cent.

Q Do you have similar figures showing the percentage committed within the three categories there?

A Yes, I have. On the federal lands we have 3,682.36 acres, equaling 95.84 per cent, and we have refused to commit 160 acres for 4.16 per cent. On the state land we have committed 600 acres, comprising 37.5 west. We have an additional 360 acres which belongs to Gulf Oil Corporation, and we have received every indication that they will commit this acreage for an additional 22.5 per cent. Of 640 acres, or 40 per cent, of state acreage, which the owners of which have refused to commit, we have Mr. Erle Woodworth owning 240; Sunray Oil Corporation 120. Wilson owning rights to 5,000 feet and Buffalo to depth rights 1-A. On patented land we have committed 1,996.61, equaling 95.91. We have refused to commit 85.14 acres, equaling 4. or 9 per cent.

Q Does the unit agreement provide that other interested owners may join at a later date?

A Yes, sir, it does.

Q Will the opportunity be offered to permit them to join in the future?

A Yes, sir, it will.

Q Do you believe the operation of this area on the unit will insure that the state will receive its fair share of the oil

or gas that is in place?

A Yes, sir, I believe it will.

Q Do you believe that it will promote the development of the unit area in an orderly manner and, generally, in the best interest of the State of New Mexico?

A Yes, sir, I do.

Q As near as can be determined, will it likewise promote the conservation of critical materials?

A Yes, it will, through an orderly plan of development.

Q I believe you stated that you have two executed copies of the unit agreement?

A Yes, sir, I have.

Q We would like to offer these two copies as exhibits one and two, with permission given to withdraw them later and substitute copies not executed.

MR. SPURRIER: Without objection they will be received and you may substitute.

Q Is there anything further on the operation of the unit agreement or its provisions?

A No, sir, only that it does not deviate in any way from the regular form which has been used before.

Q It is in typical form?

A Yes, sir.

MR. SETH: That is all the direct testimony.

MR. SPURRIER: Any questions of this witness? If there

are none, the witness may be excused.

Does anyone have anything further in this case? If not, we will stand in recess until 1:30.

(Witness excused.)

STATE OF NEW MEXICO)
 :
COUNTY OF BERNALILLO)

I HEREBY CERTIFY that the foregoing and attached transcript of hearing in Case No. 368 before the Oil Conservation Commission, State of New Mexico, at Santa Fe, on May 20, 1952, is a true and correct record of the same to the best of my knowledge, skill and ability.

DATED at Albuquerque, New Mexico, this _____ day of May, 1952.

REPORTER

ADA DEARNLEY & ASSOCIATES
COURT REPORTERS
ROOM 12, CROMWELL BLDG.
PHONES 7-9648 AND 5-9546
ALBUQUERQUE, NEW MEXICO

STANOLIND OIL AND GAS COMPANY

STANOLIND BUILDING

TULSA, OKLAHOMA

MAIN OFFICE 000

PRODUCING DEPARTMENT
G. B. JENKINSON
UNITIZATION MANAGER

August 31, 1954

1954 AUG 1 11:49

File: GBJ-41.455

Re: Lakewood Unit
Chaves County
New Mexico

RECEIVED
STATE LAND OFF.

SEP 3 4 22 PM '54

SANTA FE, N. M.

AIRMAIL

Mr. R. R. Spurrier
State of New Mexico Oil Conservation Commission
Santa Fe, New Mexico

Dear Sir:

Submitted herewith are 14 counterparts of a self-explanatory Application for Termination of the Lakewood Unit Agreement, Chaves County, New Mexico. Seven of the counterparts are executed by Stanolind Oil and Gas Company and Buffalo Oil Company, and the other seven counterparts are executed by Malco Refineries, Inc. Together the three applicants own approximately 81% of the working interest in the Lakewood Unit. We respectfully request approval of this application for termination by the Oil Conservation Commission and also the Commissioner of Public Lands.

Please forward all the instruments to Mr. W. A. Blankenship, Jr., Stanolind Oil and Gas Company, P. O. Box 899, Roswell, New Mexico, when you have completed your handling of them. Mr. Blankenship will submit them to the U. S. Geological Survey for approval.

We are furnishing an unsigned copy of the application for your files. We will furnish you an original counterpart when the U.S.G.S. has approved the instruments.

Yours very truly,


G. B. Jenkinson

JM:jg
Enclosures

cc: Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico - w/enc.

Keep one copy for file

SEP 3 4 23 PM '54

SANTA FE, N. M.

In the matter of the Unit Agreement
for the Development and Operation
of the Lakewood Unit Area, County of
Chaves, State of New Mexico

)
)
)
)
Application for Approval of
Termination of the Lakewood
Unit Agreement Pursuant to
Section 20, thereof

To: The Honorable Director of the Geological Survey,
Department of the Interior, Washington, D. C.

Commissioner of Public Lands of the State of New Mexico
State of New Mexico Oil Conservation Commission

Stanolind Oil and Gas Company in its own behalf and as Unit Operator and the undersigned parties, representing more than seventy-five per centum (75%), on an acreage basis of the owners of working interest signatory to the Lakewood Unit Agreement, #14-08-001-320, hereby agree to the termination of the said Lakewood Unit Agreement, pursuant to the provisions of Section 20, thereof, and respectfully request approval to this termination of the Director of the United States Geological Survey, the Commissioner of Public Lands of the State of New Mexico and the State of New Mexico Oil Conservation Commission.

In support of this application for Termination, the following is respectfully submitted:

(1) Pursuant to Section 9 of said Unit Agreement the Lakewood Unit Well #1, located 1980' from the south line and 660' from the east line of Section 34, Township 19 South, Range 25 East, Eddy County, New Mexico, was drilled to a total depth of 10,486'.

(2) The elevation of the drill site is 3543' and the following tops were recorded:

San Andres	900'
Glorietta	2470'
Drinkard	3310'
Pennsylvanian	6621'
Mississippian	9868'
Siluro-Devonian	10,341'

(3) No commercial oil or gas showings were encountered in any of the zones penetrated.

(4) The well was plugged and abandoned on January 23, 1953..

The undersigned working interest owners believe it is reasonably determined that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested and therefore none of said working interest owners are willing to incur the expense and risk of drilling any additional test wells. A reliable party to drill an additional well on a farm-out basis has not been located though diligent efforts have been made to find such a party.

This application may be executed in any number of counterparts no one of which needs to be signed by all parties.

Dated this _____ day of _____, 1954.

ATTEST:

STANOLIND OIL AND GAS COMPANY

Assistant Secretary

By _____
Vice President

ATTEST:

E. W. Sweet

Assistant Secretary

By Donald B. Anderson
Vice President

Auth DBL
Low 100
Land HEN
Acc'n 100

ATTEST:

Assistant Secretary

GULF OIL CORPORATION

By _____
Vice President

ATTEST:

Assistant Secretary

BUFFALO OIL COMPANY

By _____
Vice President

ATTEST:

Assistant Secretary

GREAT WESTERN DRILLING COMPANY

By _____
Vice President

Notary Public

H. E. Hermington
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Vice President of GULF OIL CORPORATION, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of BUFFALO OIL COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF LUBBOCK)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of GREAT WESTERN DRILLING COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

The foregoing application is hereby approved this _____ day of _____, 1954,
and the Lakewood Unit Agreement is hereby terminated.

Director of the United States Geological Survey

By _____

The foregoing application is hereby approved this 3rd day of Sept., 1954,
and the Lakewood Unit Agreement is hereby terminated.


C. Macker

Commissioner of Public Lands

The foregoing application is hereby approved this 20th day of Sept, 1954,
and the Lakewood Unit Agreement is hereby terminated.

State of New Mexico
Oil Conservation Commission

By W. B. Macey

SECRETARY DIRECTOR

STANOLIND OIL AND GAS COMPANY

OIL AND GAS BUILDING

FORT WORTH, TEXAS

C. F. BEDFORD
DIVISION PRODUCTION SUPERINTENDENT

January 19, 1954

File: JTM-8021-216.97
Subject: Lakewood Unit,
Eddy County, New Mexico

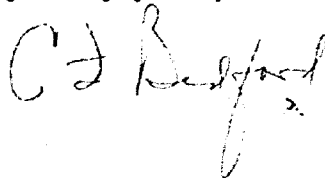
State Conservation Commissioner
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Our District Land Office at Roswell, New Mexico, has informed us that you never received our application for extension of time for the commencement of a test well in the Lakewood Unit, Eddy County, New Mexico.

We have previously received approval from the State Land Commissioner; therefore, we are transmitting to you one photostatic copy signifying the Land Commissioner's approval and one original. As the expiration date for the commencement of an additional test well in the unit expires on this date, we would appreciate early consideration from you on this matter in order that the U.S.G.S. may be notified of your decision.

Very truly yours,



JTM/ek
Attachments - 2

CC - Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico w/2 attachments

APPLICATION FOR EXTENSION OF TIME FOR COMMENCEMENT OF TEST WELL

TO: THE DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The said Unit Operator is now obligated to commence the drilling of an additional Fusselman test well on the Unit Area on or before January 19, 1954; however, further study is being made on magnetic maps in this area and additional aerial magnetic data are being obtained and the Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

Premises considered, Stanolind Oil and Gas Company, Unit Operator under the Lakewood Unit Agreement, hereby makes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six-months for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on or before July 19, 1954. Copies of this application have been filed with the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

I, WITNESS WHEREOF, this application is hereby made this 16th day of

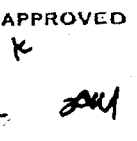
December, 1953.

ATTEST:

[Signature]
Assistant Secretary

STANOLIND OIL AND GAS COMPANY
Unit Operator of the Lakewood
Unit Agreement

By [Signature]
Attorney-in-fact



The foregoing application is hereby approved this _____ day of _____, 19____ and the time for commencement of the test well referred to in the foregoing application is hereby extended to July 19, 1954.

DIRECTOR OF THE UNITED STATES
GEOLOGICAL SURVEY

By _____

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[Faint, illegible text, likely bleed-through from the reverse side of the page]

[Signature]
Secretary of the Foregoing

[Signature]

Public Lands for the State of



STANOLIND OIL AND GAS COMPANY
FORT WORTH, TEXAS

December 18, 1953

File: JIM-7915-216.97

Subject: Lakewood Unit,
Eddy County, New Mexico

Mr. John A. Anderson
Regional Oil and Gas Supervisor
United States Geological Survey
P. O. Box 997
Roswell, New Mexico

State Land Commissioner
State of New Mexico
Santa Fe, New Mexico

Oil Conservation Commissioner
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Stanolind Oil and Gas Company, as Unit Operator of the Lakewood Unit, Eddy County, New Mexico, completed the first obligatory test well in the Unit on February 20, 1953; this well being a dry hole to the Fusselman formation. The well was drilled in accordance with Section 9 of the Unit Agreement and formations down to and including the Fusselman were found to be non-productive.

Previously, the Unit Operator has been given a six-months' extension for the commencement of a second test well in order that additional seismic work in the Unit Area could be studied. Since making this study, some aerial magnetic data have now been obtained and Malco Refineries, Incorporated, a working interest owner in the Unit, has requested the Unit Operator to make this information available to them in order that they could make additional studies in the Lakewood Unit Area. Stanolind has furnished Malco this information and they are currently interpreting and studying the data.

Section 9 of the Unit Agreement further provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by granting reasonable extensions of time when, in his opinion, such action is warranted. Stanolind, as Unit Operator, is hereby making

COPY

Page 2
JTM-7915-216.97
December 18, 1953

application for a six-month deferment of the commencement of the second obligatory test well until July 19, 1954. Copy of this application is attached.

We would appreciate your favorable consideration of this request.

Very truly yours,



JTM/ek
Attachments

United States Geological Survey - 6 attachments
State Land Commissioner - 2 attachments
Oil Conservation Commissioner - 2 attachments

OK R5
19 Jan

APPLICATION FOR EXTENSION OF TIME FOR COMMENCEMENT OF TEST WELL

TO: THE DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The said Unit Operator is now obligated to commence the drilling of an additional Fusselman test well on the Unit Area on or before January 19, 1954; however, further study is being made on magnetic maps in this area and additional aerial magnetic data are being obtained and the Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

Premises considered, Stanolind Oil and Gas Company, Unit Operator under the Lakewood Unit Agreement, hereby makes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six-months for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on or before July 19, 1954. Copies of this application have been filed with the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

IN WITNESS WHEREOF, this application is hereby made this 16th day of

December, 1953.

ATTEST:

CORPORATE

Assistant Secretary

STANOLIND OIL AND GAS COMPANY
Unit Operator of the Lakewood
Unit Agreement

By [Signature]
Attorney-in-Fact

APPROVED

[Signature]

The foregoing application is hereby approved this _____ day of _____, 1954 and the time for commencement of the test well referred to in the foregoing application is hereby extended to July 19, 1954.

DIRECTOR OF THE UNITED STATES
GEOLOGICAL SURVEY

By _____

Approved by Land Commission on December 31, 1954

Approved by Secretary of Oil Commission on January 19, 1954

U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
JUL 8 1953

July 6, 1953

Your File: JTL-7187-216.97

Subject: Lakewood Unit,
Elery County, New Mexico

Stanolind Oil and Gas Company
Oil and Gas Building
Fort Worth, Texas

Attention: Mr. G. F. Redford

Gentlemen:

We are in receipt of your letter dated June 30, 1953 together with your application requesting a six month deferment on the commencement date of a second obligatory test well in the Lakewood Unit Area.

I am hereby approving your application for the extension of six months for the commencement of the additional test well hereinabove referred to, so that said well shall be commenced on or before January 19, 1954; provided, however, like consent therofor is had and obtained from the United States Geological Survey and duly filed in my office.

Yours very truly,

E. S. WALKER
Commissioner of Public Lands

cc: U. S. Geological Survey
Roswell, New Mexico (3)
Oil Conservation Commission
Santa Fe, New Mexico (1)

C
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P
Y

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

July 7, 1953

File: JTM-7188-216.97

Subject: Lakewood Unit,
Eddy County, N.M.

Stanolind Oil and Gas Company
Oil and Gas Building
Fort Worth, Texas

Attention: Mr. C. F. Bedford, Div. Production Supt.

Gentlemen:

Your request for a six months deferment of the commencement date of the second obligatory test well in the above captioned unit, as required by Section 9 of the Unit Agreement is hereby approved and the time for the commencement of the test well referred to is hereby extended to January 19, 1954.

Very truly yours,

R. R. Spurrier
Secretary and Director

RRS/c

C
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... 4/18/52

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... 39-112-258.
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... 9-331-2 S. ...
... 4/19/53

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... which ...
... to ...
... mentioned ...
... ..

... a total of 16 D&T's
Run 14 of which were "Leads."
Shown are as follows:

R. R. Spurrier, Secretary & Director
W. B. Macey, Chief Engineer
E. A. Utz, Gas Engineer
I. R. Trujillo, Office Manager
H. D. Walter, Chief Accountant

DISTRICT I

P. O. Box 2045
Hobbs, New Mexico
Telephone: 3-4731

A. L. Porter, Supervisor & Proration
Manager
Roy O. Yarbrough, Oil & Gas Inspector
Stanley J. Stanley, Petroleum Engineer

DISTRICT II

205 Carper Building
Artesia, New Mexico
Telephone : 459

L. A. Hanson, Supervisor and
Oil & Gas Inspector

DISTRICT III

P. O. Box 697
Aztec, New Mexico
Telephone: 99

Emery C. Arnold, Supervisor &
Oil & Gas Inspector

DISTRICT IV

P. O. Box 871
Santa Fe, New Mexico
Telephone: 3-7376

Eugene A. Chavez,
Oil and Gas Inspector

R. R. Spurrier, Secretary & Director
W. B. Macey, Chief Engineer
E. A. Utz, Gas Engineer
I. R. Trujillo, Office Manager
H. D. Walter, Chief Accountant

DISTRICT I

P. O. Box 2045
Hobbs, New Mexico
Telephone: 3-4731

A. L. Porter, Supervisor & Proration
Manager
Roy O. Yarbrough, Oil & Gas Inspector
Stanley J. Stanley, Petroleum Engineer

DISTRICT II

205 Carper Building
Artesia, New Mexico
Telephone : 459

L. A. Hanson, Supervisor and
Oil & Gas Inspector

DISTRICT III

P. O. Box 697
Aztec, New Mexico
Telephone: 99

Emery C. Arnold, Supervisor &
Oil & Gas Inspector

DISTRICT IV

P. O. Box 871
Santa Fe, New Mexico
Telephone: 3-7376

Eugene A. Chavez,
Oil and Gas Inspector

to the [illegible] [illegible]

Also to [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

[illegible] [illegible] [illegible]

R. R. Spurrier, Secretary & Director
W. B. Macey, Chief Engineer
E. A. Utz, Gas Engineer
I. R. Trujillo, Office Manager
H. D. Walter, Chief Accountant

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Roy O. Yarbrough, Oil & Gas Inspector
Stanley J. Stanley, Petroleum Engineer

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205 Carper Building
Artesia, New Mexico
Telephone : 459

L. A. Hanson, Supervisor and
Oil & Gas Inspector

DISTRICT III

P. O. Box 697
Aztec, New Mexico
Telephone: 99

Emery C. Arnold, Supervisor &
Oil & Gas Inspector

DISTRICT IV

P. O. Box 871
Santa Fe, New Mexico
Telephone: 3-7376

Eugene A. Chavez,
Oil and Gas Inspector

STANOLIND OIL AND GAS COMPANY

OIL AND GAS BUILDING

FORT WORTH, TEXAS

C. F. BEDFORD

DIVISION PRODUCTION SUPERINTENDENT

June 30, 1953

File: JTM-7188-216.97

Subject: Lakewood Unit,
Elddy County, New MexicoAIRMAIL-SPECIAL DELIVERYOil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Attached are two (2) copies of a letter to the Supervisor of the United States Geological Survey at Roswell, New Mexico, together with two (2) copies of an application wherein Stanolind Oil and Gas Company, as unit operator of the Lakewood Unit, is making application for a six months deferment on the commencement date of a second well in the Lakewood Unit area. We believe this letter is self-explanatory. Copies of this letter and application are also being filed simultaneously with the State Land Commissioner of the State of New Mexico for approval.

We would appreciate being advised of your reaction toward this deferment at your earliest convenience.

Yours very truly,

JTM/mc
Attach.cc: State Land Commissioner
State of New Mexico
Santa Fe, New Mexico

7-1-54 to 7-1-54
Sh 22
7/7

STANOLIND OIL AND GAS COMPANY
FORT WORTH, TEXAS

June 30, 1953

File: 7115-214.97

Subject: Lakewood Unit
Oddy County, New Mexico

Mr. John L. Anderson

Mr. John L. Anderson
Regional Oil and Gas Supervisor
United States Geological Survey
P. O. Box 907
Boswell, New Mexico

Dear Sir:

Stanolind Oil and Gas Company, as unit operator of the Lakewood Unit, Oddy County, New Mexico, completed the first obligatory well in the unit on February 20, 1953, this well being a dry hole to the Fusselman formation. This well was drilled in accordance with Section 9 of the Unit Agreement and formations down to and including the Fusselman were found to be non-productive.

Since plugging and abandoning this well, Stanolind has done additional seismic work in the unit area, such work being recently completed. At the present time information obtained from this seismic work is being interpreted; however, it has not been completed to date. Upon completion of this interpretation, Stanolind will then be in a position to determine future development in the unit area.

Section 9 of the Unit Agreement farther provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by granting reasonable extensions of time when, in his opinion, such action is warranted. Stanolind, as unit operator, is hereby making application for a six months deferment of the commencement date of the second obligatory test well in the unit as required by Section 9 of the Unit Agreement. We are attaching six copies of this application.

As the commencement date for this second well in the Lakewood Unit area is July 19, 1953, we would appreciate being advised on this matter at your earliest convenience.

Yours very truly,

Original Signed by
C. F. Bedford
by AC

JTB/lsc
attach.

COPY

APPLICATION FOR EXTENSION OF TIME FOR COMMENCEMENT OF TEST WELL

TO THE DIRECTOR OF THE UNITED STATES GEOLOGICAL SURVEY:

Stanolind Oil and Gas Company, as Unit Operator of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, has heretofore completed the first test well referred to in Article 9 of said Unit Agreement, such well being a dry hole. The said Unit Operator is now obligated to commence the drilling of an additional Pussolien test well on the Unit Area on or before July 19, 1953; however, further study is being made of the seismic work in this area and Unit Operator believes that a reasonable extension of time for the commencement of such additional test well would be proper.

Premises considered, Stanolind Oil and Gas Company, Unit Operator under the Lakewood Unit Agreement, hereby makes application to the Director of the United States Geological Survey, pursuant to Article 9 of said Unit Agreement, for an extension of six months for the commencement of the additional test well hereinabove referred to, so that said test well shall be commenced on or before January 19, 1954. A similar application has been filed with the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico.

IN WITNESS WHEREOF, this application is hereby made this 2nd day of

July, 1953.

ATTEST:

Assistant Secretary

STANOLIND OIL AND GAS COMPANY
Unit Operator of the Lakewood
Unit Agreement

BY

Attorney-in-Fact

APPROVED

The foregoing application is hereby approved this _____ day of _____, 1953, and the time for the commencement of the test well referred to in the foregoing application is hereby extended to January 19, 1954.

DIRECTOR OF THE UNITED STATES
GEOLOGICAL SURVEY

BY _____

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF THE STATE OF NEW
MEXICO FOR THE PURPOSE OF CON-
SIDERING:

CASE NO. 368
ORDER NO. R-162

THE APPLICATION OF STANOLIND
OIL AND GAS COMPANY FOR AN
ORDER APPROVING A PROPOSED UNIT
AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE LAKEWOOD
UNIT AREA CONSISTING OF 7524.11
ACRES SITUATED IN TOWNSHIPS 19 AND
20 SOUTH, RANGE 25 EAST, NMPM.,
EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952,
at Santa Fe, New Mexico, before the Oil Conservation Commission of New
Mexico, hereinafter referred to as the "Commission."

NOW, on this th19 day of June, 1952, the Commission having
before it for consideration the testimony adduced at the hearing of said
case and being fully advised in the premises:

FINDS:

(1) That due public notice having been given as required by law,
the Commission has jurisdiction of this cause and the subject matter
thereof.

(2) That the Proposed unit plan will in principle tend to promote
the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

That the order herein shall be known as the:

"LAKEWOOD UNIT AGREEMENT ORDER"

SECTION 1. (a) That the project herein shall be known as the
Lakewood Unit Agreement and shall hereafter be referred to as the
"Project."

(b) That the plan by which the Project shall be
operated shall be embraced in the form of a unit agreement for the
development and operation of the Lakewood Unit Area referred to in the
Petitioner's petition and filed with said petition and such plan shall be
known as the Lakewood Unit Agreement Plan.

Case 368

SECTION 2. That the Lakewood Unit Agreement shall be, and is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval of said agreement shall not be considered as waiving or relinquishing in any manner any rights, duties, or obligations which are now or may hereafter be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Lakewood Unit Agreement or relative to the production of oil or gas therefrom.

SECTION 3. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

Township 19 S., Range 25 E.

Sec. 25: SW/4

Sec. 26: NW/4, S/2

Sec. 27: NE/4, S/2

Sec. 28 S/2

Sec. 29: SE/4

Secs. 32 to 35 inclusive, All

Sec. 36: W/2

Township 20 S., Range 25 E.

Secs. 2 to 4 inclusive, All

Sec. 5: E/2

Sec. 9 NE/4

Sec. 10: N/2

Sec. 11: N/2

Containing 7524.11 acres, more or less of which 3842.36 acres are federal lands, 1600 acres are state lands and 2081.75 acres are fee or privately owned lands.

(b) The Unit Area may be enlarged or contracted as provided in said Plan.

SECTION 4. That the unit operator shall file with the Commission an executed original or executed counterpart thereof of the Lakewood Unit Agreement not later than 30 days after the effective date hereof.

SECTION 5. That any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such counterpart.

SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

Edwin L. Mechem

EDWIN L. MECHEM, Chairman

Guy Shepard

GUY SHEPARD, Member

R. R. Spurrier

R. R. SPURRIER, Secretary

E AL

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF THE STATE OF NEW
MEXICO FOR THE PURPOSE OF CON-
SIDERING:

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ACRES SITUATED IN TOWNSHIPS 19 AND
20 SOUTH, RANGE 25 EAST, NMPM.,
EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952,
at Santa Fe, New Mexico, before the Oil Conservation Commission of New
Mexico, hereinafter referred to as the "Commission,"

NOW, on this ¹⁴19 day of June, 1952, the Commission having
before it for consideration the testimony adduced at the hearing of said
case and being fully advised in the premises:

FINDS:

(1) That due public notice having been given as required by law,
the Commission has jurisdiction of this cause and the subject matter
thereof.

(2) That the Proposed unit plan will in principle tend to promote
the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

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Petitioner's petition and filed with said petition and such plan shall be
known as the Lakewood Unit Agreement Plan.

Case 368

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Sec. 27: NE/4, S/2

Sec. 28 S/2

Sec. 29: SE/4

Secs. 32 to 35 inclusive, All

Sec. 36: W/2

Township 20 S., Range 25 E.

Secs. 2 to 4 inclusive, All

Sec. 5: E/2

Sec. 9 NE/4

Sec. 10: N/2

Sec. 11: N/2

Containing 7524.11 acres, more or less of which 3842.36 acres are federal lands, 1690 acres are state lands and 2081.75 acres are fee or privately owned lands.

(b) The Unit Area may be enlarged or contracted as provided in said Plan.

SECTION 4. That the unit operator shall file with the Commission an executed original or executed counterpart thereof of the Lakewood Unit Agreement not later than 30 days after the effective date hereof.

SECTION 5. That any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such counterpart.

-2-

Case No. 368

SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

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

**STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION**

EDWIN L. MECHEM, Chairman

GUY SHEPARD, Member

R. R. SPURRIER, Secretary

SEAL

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF THE STATE OF NEW
MEXICO FOR THE PURPOSE OF CON-
SIDERING:

CASE NO. 368
ORDER NO. R-162

THE APPLICATION OF STANOLIND
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AGREEMENT FOR THE DEVELOPMENT
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UNIT AREA CONSISTING OF 7524.11
ACRES SITUATED IN TOWNSHIPS 19 AND
20 SOUTH, RANGE 25 EAST, NMPM.,
EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., May 20, 1952,
at Santa Fe, New Mexico, before the Oil Conservation Commission of New
Mexico, hereinafter referred to as the "Commission."

NOW, on this ²⁴19 day of June, 1952, the Commission having
before it for consideration the testimony adduced at the hearing of said
case and being fully advised in the premises:

FINDS:

(1) That due public notice having been given as required by law,
the Commission has jurisdiction of this cause and the subject matter
thereof.

(2) That the Proposed unit plan will in principle tend to promote
the conservation of oil and gas and the prevention of waste:

IT IS THEREFORE ORDERED:

That the order herein shall be known as the:

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SECTION 1. (a) That the project herein shall be known as the
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Petitioner's petition and filed with said petition and such plan shall be
known as the Lakewood Unit Agreement Plan.

Case 368

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Sec. 26: NW/4, S/2

Sec. 27: NE/4, S/2

Sec. 28 S/2

Sec. 29: SE/4

Secs. 32 to 35 inclusive, All

Sec. 36: W/2

Township 20 S., Range 25 E.

Secs. 2 to 4 inclusive, All

Sec. 5: E/2

Sec. 9 NE/4

Sec. 10: N/2

Sec. 11: N/2

Containing 7524.11 acres, more or less of which 3842.36 acres are federal lands, 1600 acres are state lands and 2081.75 acres are fee or privately owned lands.

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SECTION 5. That any party owning rights in the unitized substances who does not commit such rights to said Unit Agreement before the effective date thereof may thereafter become a party thereto by subscribing to such agreement or a counterpart thereof. The Unit Operator shall file with the Commission within 30 days an original or any such counterpart.

SECTION 6. That this order shall become effective on the first day of the calendar month next following the approval of the Commissioner of Public Lands and the Director of the United States Geological Survey and shall terminate ipso facto on the termination of said Unit Agreement. The last Unit Operator shall immediately notify the Commission in writing of such termination.

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

**STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION**

EDWIN L. MECHEM, Chairman

GUY SHEPARD, Member

R. R. SPURRIER, Secretary

SEAL

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

June 20, 1952

Mr. Oliver Seth
Seth and Montgomery
Box 828
Santa Fe, N. M.

Dear Sir:

For your records and those of your client, Stanolind Oil and Gas Company, we enclose two signed copies of Order R-162 issued in Case 368 as heard before this Commission on May 20, 1952: Lakewood Unit Agreement.

Very truly yours,

W. B. Macey
Chief Engineer

WBM:mr

C
O
P
Y

f

STANOLIND OIL AND GAS COMPANY
Tulsa, Oklahoma

January 18, 1952

File: 553-41.455

Re: AFE 2380
Lakewood Unit
Elddy County, New Mexico

Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico

Director of the New Mexico
Oil Conservation Commission
Santa Fe, New Mexico

Gentlemen:

We submit for your inspection the enclosed copy of the Lakewood Unit Agreement together with a geological memorandum and a plat of the area. This unit has been given preliminary approval by the U.S.G.S. as to area, test well depth and the form of agreement.

Your informal comments on the above proposal will be greatly appreciated at this time to diminish the possibility of revision after execution of the unit is completed.

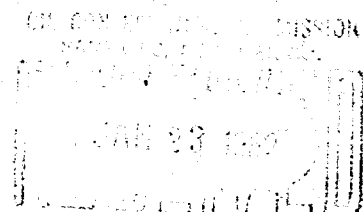
Yours very truly,

G. B. Jenkinson
G. B. Jenkinson

JM:cs

Encs.

COPY



STANOLIND OIL AND GAS COMPANY

TULSA, OKLAHOMA

December 17, 1952

File: GHO-41.455

Re: Lakewood Unit
Eddy County,
New Mexico

Director, New Mexico Oil and Gas Conservation Commission
Santa Fe, New Mexico

Commissioner of Public Lands
State Land Office
Santa Fe, New Mexico

Gentlemen:

With this letter we are transmitting to each of you a photostatic copy of the Ratification and Joinder of the Lakewood Unit Agreement executed by Earl L. Gage, Joseph M. Gage and Betty J. Gage Bulzer, which serves to commit their interest under Tract 33(2).

These Ratifications were executed subsequent to the effective date of the Unit and have been accepted by Stanolind as Unit Operator, in compliance with the terms of the Unit Agreement relating to sub-joinder by non-working interest owners.

Yours very truly,

(Signed) G. B. Jenkinson

G. B. Jenkinson

LLB:hs
Attachment

COPY

368

IN THE MATTER OF THE APPLICATION OF
STANOLIND OIL AND GAS COMPANY FOR THE
APPROVAL OF THE LAKEWOOD UNIT AGREEMENT
EMBRACING 7524.11 ACRES OF LAND IN TOWNSHIPS
19 AND 20 SOUTH, RANGE 25 EAST, N. M. P. M., NEW
MEXICO

The undersigned, Commissioner of Public Lands of the State of New Mexico, having considered the application of Stanolind Oil and Gas Company for approval of the Lakewood Unit Agreement covering lands in Eddy County, New Mexico, described in said Agreement, and the undersigned having considered the aforesaid application and the evidence offered by the Petitioner at the hearing before the Oil Conservation Commission on the 20th day of May, 1952,
FINDS:

1. That said Lakewood Unit Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
2. That under the operation of the proposed Unit 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 affected.
3. That the Agreement is in other respects for the best interests of the State of New Mexico.

Said Agreement is hereby approved.

Dated July 11th, 1952, in Santa Fe, New Mexico.


Commissioner of Public Lands

J. O. SETH
A. K. MONTGOMERY
OLIVER SETH
WM. FREDERIC
JUSTIN T. REID

SETH AND MONTGOMERY
ATTORNEYS AND COUNSELORS AT LAW
111 SAN FRANCISCO ST
SANTA FE, NEW MEXICO

September 29, 1952

Oil Conservation Commission
Santa Fe
New Mexico

Lakewood Unit

Gentlemen:

Please find attached hereto an approved original
copy of the Lakewood Unit Agreement showing the certification
by the Director of the United States Geological Survey.

Very truly yours,



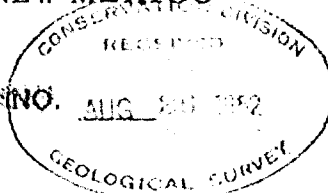
OS/mds
Enc

Recd 9-30-52
OCC

UNIT AGREEMENT FOR THE DEVELOPMENT AND
OPERATION OF THE LAKEWOOD UNIT AREA,
COUNTY OF EDDY
STATE OF NEW MEXICO

14-08-001-320

RECEIVED



RECEIVED
AUG 13 1951
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

THIS AGREEMENT, entered into as of the 10th day of March,

1951, by and between the parties subscribing, ratifying, or consenting hereto,
and herein referred to as the "parties hereto";

WITNESSETH:

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

WHEREAS, the term "Working Interest" as used herein shall mean
the interest held in unitized substances or in lands containing unitized substances
by virtue of a lease, operating agreement, fee title, or otherwise, which is charge-
able with and obligated to pay or bear all or a portion of the cost of drilling,
developing, producing and operating the land under the unit or cooperative agree-
ment. The right delegated to the Unit Operator as such by this unit agreement is
not to be regarded as a working interest; and

WHEREAS, the act of February 25, 1920, 41 Stat. 437, as amended by
the act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181, et seq. authorizes
Federal lessees and their representatives to unite with each other, or jointly or
separately with others, in collectively adopting and operating a cooperative or
unit plan of development or operation of any oil or gas pool, field or like area,
or any part thereof, for the purpose of more properly conserving the natural
resources thereof whenever determined and certified by the Secretary of the
Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New
Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to
consent to or approve this agreement on behalf of the State of New Mexico,

November, 1951

insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chap. 168, Laws 1949) to approve this agreement and the conservation provisions hereof; and

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

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

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

1. ENABLING ACT AND REGULATIONS: The act of February 25, 1920, as amended, *supra*, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

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

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T19S-R25E

Sec. 25: SW/4
Sec. 26: NW/4, S/2
Sec. 27: NE/4, S/2
Sec. 28: S/2
Sec. 29: SE/4
Secs. 32 to 35, inclusive, all
Sec. 36: W/2

T20S-R25E

Secs. 2 to 4, inclusive, all
Sec. 5: E/2
Sec. 9: NE/4
Sec. 10: N/2
Sec. 11: N/2

Total Unit Area embraces 7,521.75 acres, more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", and not less than five copies of the revised exhibits shall be filed with the Supervisor, and two copies each with the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Commissioner" and the Oil Conservation Commission, hereinafter referred to as "Commission".

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

is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof.

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

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator.

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

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

3. UNITIZED SUBSTANCES: All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR: Stanolind Oil and Gas Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized

substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners, the Director and the Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor and Commissioner, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation becomes effective appoint a common agent to represent them in any action to be taken hereunder.

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

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

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

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

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT:

If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests,

all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

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

9. DRILLING TO DISCOVERY: Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, and if upon state lands or patented lands, such location shall be approved by the Commission, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Fusselman formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or the Commission as to wells on state lands or patented lands, that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 10,500 feet. [Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commission or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

[The Director and Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.]

Upon failure to comply with the drilling provisions of this section, the Director and 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.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION: Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action

is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Commissioner, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner, and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive and the percentage of allocation shall also be revised accordingly. The effective date of any revision

shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

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

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

such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION: All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS: Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the respective approval of the Supervisor, the Commissioner or the Commission, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area,

unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

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

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

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

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of

production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor and the Commissioner, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, 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 the plan of operations or as may otherwise be consented to by the Supervisor, the Commissioner and 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.

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

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

shall be paid at the rates specified in the respective leases, or may be reduced and suspended upon the order of the Commissioner of Public Lands of the State of New Mexico pursuant to applicable laws and regulations.

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

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

17. DRAINAGE: The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor and the Commissioner.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED: The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto holding interests embracing unitized land of the United States or of the State of New Mexico hereby consent that the Secretary of the Interior, hereinafter referred to as "Secretary", and the Commissioner, respectively, shall, and said Secretary and Commissioner by their approval hereof or by the approval hereof by their duly authorized

representatives, do hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative and on all unitized lands of the State of New Mexico pursuant to the direction or consent of the Commissioner or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

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

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) Any lease having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of

the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Secretary and the Commissioner or their duly authorized representatives and shall terminate 5 years from said effective date unless (a) such date of expiration is extended by the Director and Commissioner or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

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

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION:

The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not

conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided further that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

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

22. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers

and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. APPEARANCES: Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

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

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

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

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

27. FAIR EMPLOYMENT: The Unit Operator shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and an identical provision shall be incorporated in all sub-contracts.

28. LOSS OF TITLE: In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner of Public Lands of the State of New Mexico, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

29. NON-JOINDER AND SUBSEQUENT JOINDER: If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by

the Director and the Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. Prior to final approval hereof, joinder by any owner of a nonworking interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor and the Commissioner of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or Commissioner.

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

31. SURRENDER: Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute this agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

(1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this agreement and the unit operating agreement as to each participating area theretofore established hereunder, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(3) Operate or provide for the operation of such land independently of this agreement as to any part thereof or any oil or gas deposits therein not then included within a participating area.

If the fee owner of the unitized substances does not execute this agreement and the unit operating agreement as a working interest owner or again lease such lands as above provided with respect to each existing participating area, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands as to each such participating area, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder as to any such participating area or areas shall not be affected by such surrender.

For any period the working interest in any lands are not expressly committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective participating working interest ownerships in any such participating area or areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commitment, for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered working interest during the period between the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this agreement within thirty (30) days after the recommitment. The right to become a party to this agreement and the unit operating agreement as a working interest owner by reason of a surrender or forfeiture as provided in this section shall not be defeated by the non-existence of a unit operating agreement and in the event no unit operating

agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor may prescribe such reasonable and equitable agreement as he deems warranted under the circumstances.

Nothing in this section shall be deemed to limit the right of joinder or subsequent joinder to this agreement as provided elsewhere in this agreement. The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

32. TAXES: The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or derivative products, or net proceeds thereof from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which required the lessee to pay such taxes.

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

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

UNIT OPERATOR AND WORKING INTEREST OWNER

ATTEST:

DATE:

STANOLIND OIL AND GAS COMPANY

APPROVED

Assistant Secretary

By

Vice President

Address: P. O. Box 591, Tulsa 2, Oklahoma

WORKING INTEREST OWNERS

ATTEST:

DATE:

March 19, 1952

MALCO REFINERIES, INC.

Secretary

By

President

Address: P. O. Box 660, Roswell, New Mexico

ATTEST:

DATE:

GULF OIL CORPORATION

Asst. Secretary

By

VICE - President

Address: P. O. DRAWER 1290, FORT WORTH, TEXAS

ATTEST:

DATE:

By

President

Address:

ATTEST:

DATE:

By

President

Address:

ATTEST:

DATE:

By

President

Address:

WORKING INTEREST OWNERS

ATTEST:

DATE:

Secretary By _____
President

Address: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

OTHER PARTIES

ATTEST:

DATE:

Secretary By _____
President

Address: _____

ATTEST:

DATE:

Secretary By _____
President

Address: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

Address: _____ Date: _____

STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 10th day of March, 1952, before me appeared J. E. Rouse, to me personally known, who being by me duly sworn, did say that he is the Vice-President of STANOLIND OIL AND GAS COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said J. E. Rouse acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 10th day of March,

My commission expires:
My Commission Expires October 4, 1955

Maxine M. Adams
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 19th day of March, 1952, before me appeared Robert O. Anderson, to me personally known, who, being by me duly sworn, did say that he is the President of Mexco Refining, Inc. and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Robert O. Anderson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 19th day of March, 1952.

My commission expires:

Mar. 21, 1954

William B. McComb, Jr.
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT)

On this 1st day of August, 1952, before me appeared F. J. ADAMS, to me personally known, who being by me duly sworn, did say that he is the VICE-President of GULF OIL CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. J. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of August, 1952.

My commission expires:

Feb 1 - 53

B. R. Jordan
Notary Public
B. R. JORDAN

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to
be the person _____ described in and who executed and delivered the foregoing instru-
ment, and acknowledged to me that _____ executed the same as _____ free act
and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to
be the person _____ described in and who executed and delivered the foregoing instru-
ment, and acknowledged to me that _____ executed the same as _____ free act
and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to
be the person _____ described in and who executed and delivered the foregoing instru-
ment, and acknowledged to me that _____ executed the same as _____ free act
and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to
be the person _____ described in and who executed and delivered the foregoing instru-
ment, and acknowledged to me that _____ executed the same as _____ free act
and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1A, 1B, 7

Name Margalo Brainerd Name _____

Address Route 1 Address _____

Opolika, Alabama

Name Thomas A. Brainerd ✓ Name _____

Address Route 1 Address _____

Opolika, Alabama

Name _____ Name _____

Address _____ Address _____

STATE OF Alabama)
COUNTY OF Lee)

On this 12 day of May, 1952, before me personally appeared Ezzelle Brown and husband to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of May, 1952

My commission expires:

March 23, 1955

Cornelia Lancia
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1A, 2A, 7, 8A

Name Mabel B. Shaw

Name E. J. Shaw

Address Box 103

Address Box 103

Midland, Texas

Midland, Texas

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

STATE OF Texas)
COUNTY OF Midland)

On this 24th day of March, 19 52, before me personally appeared E. V. Shaw and wife, Mabel B. Shaw to me known to be the person g described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of March, 19 52

My commission expires:

June 1, 1953

Mary Jane [Signature]
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1B, 2B

Name Hugo O. Underwood
Address P. O. Box 660

Roswell, New Mexico

Name Luis Anderson
Address P. O. Box 660

Roswell, New Mexico

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 27th day of March, 1952, before me personally appeared Hugo O. Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of March, 1952.

My commission expires: 1954

William B. McComb
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 27th day of March, 1952, before me personally appeared Lois Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as he free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of March, 1952.

My commission expires: 1954

William B. McComb
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 2A, 2B, 27A

Name Mary E. Willis
Box 529
Address Carlsbad, New Mexico

Name _____
Address _____

Name Paul H. Willis
Box 529
Address Carlsbad, New Mexico

Name _____
Address _____

Name Louise Kerttunen
107 North Canal
Address Carlsbad, New Mexico

Name _____
Address _____

(a single woman)

STATE OF Ken. Tex. 100
COUNTY OF day

On this 2nd day of March, 19 52 before me personally appeared Bill B. Ellis & Mary L. Ellis; Louis B. Ellis known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of March, 19 52

My commission expires:

8-21-54

R. L. Bunnell
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 3

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name Walter H. Carley

Address 200 East Main

Rowell, New Mexico

Name _____

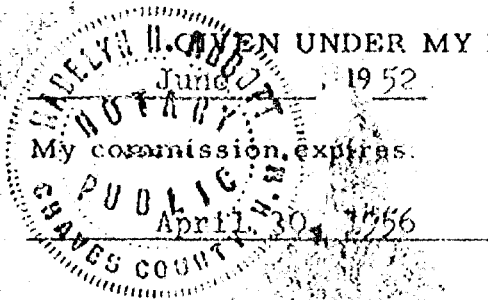
Address _____

Name _____

Address _____

STATE OF NEW MEXICO)
COUNTY OF CHAVEZ)

On this 26th day of June, 1952, before me personally appeared Elizabeth W. Crosby to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed



Madelyn H. Abbott
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACTS 8A-1B

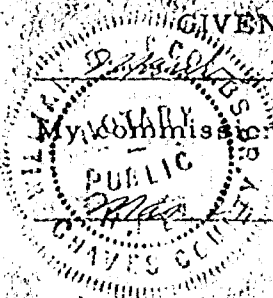
SIGNATURES AND ADDRESSES

Name <u>Barbara Phelps Anderson</u>	Name <u>R. T. G. Curran</u>
Address <u>c/o P. O. Box 660</u>	Address <u>P. O. Box 660</u>
<u>Roswell, New Mexico</u>	<u>Roswell, New Mexico</u>
Name _____	Name _____
Address _____	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 28th day of March, 1952, before me personally appeared Robert C. Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 1952



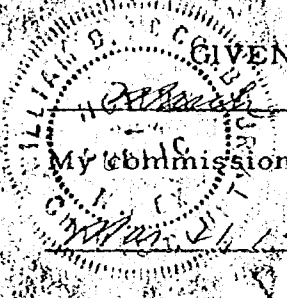
My commission expires: March 28, 1954

William B. McCarty
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 28th day of March, 1952, before me personally appeared Barbara Phelps Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 1952



My commission expires: March 28, 1954

William B. McCarty
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 8A + B

SIGNATURES AND ADDRESSES

Name Eda Maehrsfeldt
Address 209 - 4th St
Ballinger Texas

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF Texas)
COUNTY OF Hennepin)

On this 22nd day of March, 19 52, before me personally
appeared Alda V. Hirschfeld to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of
March, 19 52.

My commission expires:

June 1, 1953

Pearl Witt
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

Tract 12.

Name Lida P. Weaver

Name _____

Address 2310 Comm. Ave. NW

Address _____

Washington 8. D.C.

Name _____

Name _____

Address _____

Address _____

Name _____

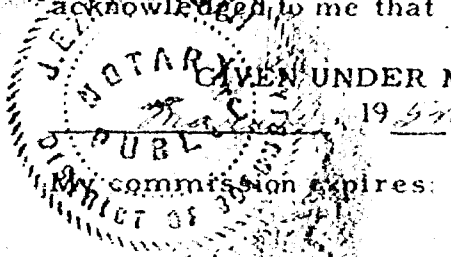
Name _____

Address _____

Address _____

STATE OF _____)
COUNTY OF _____)

On this 27 day of March, 1957, before me personally
appeared John M. Smith to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of
March, 1957

John M. Smith
Notary Public

NOTARY PUBLIC, D. C.
Commission Expires Nov. 14, 1956

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACT 15

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name W. H. Russell

Address Coolidge 711

Name _____

Address _____

Name _____

Address _____

STATE OF New Mexico)
COUNTY OF Sandoval)

On this 7 day of July, 1952, before me personally appeared William C. Clark to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that Clark executed the same as Clark free act and deed



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of

July 1952

My commission expires:

3-8-55

Katherine S. Clark
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRACT 15

SIGNATURES AND ADDRESSES

Name Della Sheldon

Address _____

Name _____

Address _____

Name _____

Address _____

Name Vilma J. Sheldon

Address 311 Canyon Blvd

Name _____

Address _____

Name _____

Address _____

STATE OF NEW JERSEY)
COUNTY OF ESSEX)

On this 2nd day of JULY, 1950, before me personally appeared William A. Deller Selden, Jr. to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of JULY, 1950

My commission expires 11/1/52

Rena Jane Cloutier
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 15

SIGNATURES AND ADDRESSES

Name Mary Ellen Kersey
Address 808 Grand
Artisia N. M.

Name Harold Kersey
Address 808 Grand
Artisia N. M.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF N. Mex)
COUNTY OF Eddy)

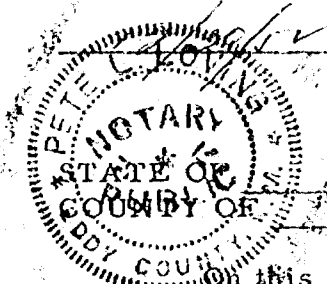
On this 10th day of July, 1952, before me personally appeared Harold & Mary Ellen Kewey to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as Their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of

July, 1952

My commission expires:

[Signature]
Notary Public



On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name BUFFALO OIL COMPANY

1514 Gulf States Building
Address Dallas, Texas

M. B. Dabman
Vice President

Name _____

Address _____

Name _____

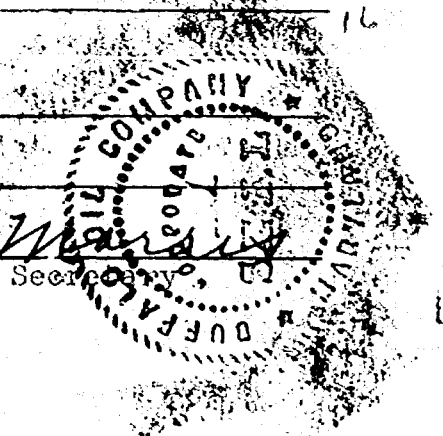
Address _____

Name _____

Address _____

ATTEST: J. H. Weir
Secretary

Buffalo Oil Company, by execution hereof only commits to said Unit Agreement its leasehold interest shown as Tract No. 16 of Exhibit "B" attached to the Unit Agreement.



STATE OF TEXAS)
COUNTY OF Midland)

On this 30th day of June, 1952, before me personally appeared M.B. Taubman to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of June, 1952

My commission expires: January 1, 1953

Margaret M. Reilly
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

GREAT WESTERN DRILLING COMPANY

TRACT 18

By P. C. Zucker
President



STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

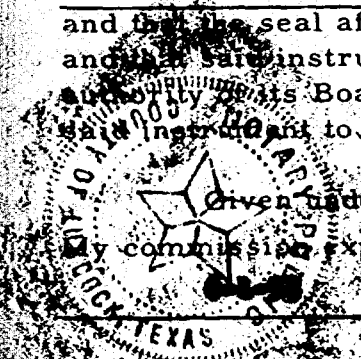
STATE OF **TEXAS**)
COUNTY OF **LAMAR**)

On this **6th** day of **June**, 19 **32**, before me appeared
L. C. TUCKER, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

Great Western Drilling Company
and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said **L. C. Tucker** acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this **6th** day of **June**, 19 **32**.
My commission expires:

Notary Public **EVELYN K. MILES**
Lamar County, Texas



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACTS 24, 27A(1)
27B(1)

SIGNATURES AND ADDRESSES

Name Dorothy Hazel Woodson
Address Mt. R Box 339
Laugus, Calif.

Name Dorothy H. Woodson
Address as above

Name Dorothy H. Woodson
Address as above

Name J. L. Woodson
Address Rt 1 Box 339
Laugus Calif

Name J. L. Woodson
Address Rt 1 Box 339
Laugus Calif

Name J. L. Woodson
Address as above

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 1952, before me personally appeared Dorothy Hazel Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of

March, 1952

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 1952, before me personally appeared Dorothy H. Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of

March, 1952

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 1952, before me personally appeared A. Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of

March, 1952

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF)
COUNTY OF)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACTS 24, 27A(1)
27B(1)

SIGNATURES AND ADDRESSES

Name Wm Ella Anderson

Address 307 W. Grand

Alameda New Mexico

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF Missouri
COUNTY OF Leddy

On this 24 day of March, 1952, before me personally
appeared John E. [unclear] to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that John executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of
March, 1952.

My commission expires:

4/21/54

John E. [unclear]
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 24, 27A(1)
27B(1)

Name <u>Wallace A. Anderson</u>	Name _____
Address <u>Artista N. M.</u>	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF Ind. Merion)
COUNTY OF Edley)

On this 24 day of March, 1954, before me personally
appeared William C. ... to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of
March, 1954

My commission expires:

4/21/56

[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACS 24, 21A(1)
27 B(1)

SIGNATURES AND ADDRESSES

Name <u>Catherine A. Duncan</u>	Name _____
Address <u>1306 S. Marsalis St.</u>	Address _____
<u>Dallas 16 Texas</u>	_____

Name <u>Joel B. Duncan</u>	Name _____
Address <u>1306 S. Marsalis St.</u>	Address _____
<u>Dallas 16, Texas</u>	_____

Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF Texas
COUNTY OF Dallas

On this 31st day of March, 1952, before me personally appeared Catherine A. Duncan to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 1952
My commission expires June 1st, 1952

Evelyn W. Heatley
Notary Public

EVELYN WHEATLEY
Notary Public

STATE OF Texas
COUNTY OF Dallas

On this 31st day of March, 1952, before me personally appeared John B. Duncan to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 1952
My commission expires June 1st, 1953

Evelyn W. Heatley
Notary Public
EVELYN WHEATLEY
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 24, 27A(1),
27B(1)

Name Lawrence E. Ocho

Name _____

Address 4426 So. 34th St

Address _____

Arlington, Va.

Name Mary Josephine Connolly aka

Name _____

Address 4426 So. 34th St.

Address _____

Arlington, Va

Name _____

Name _____

Address _____

Address _____

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES)

On this 1st day of April, 1952, before me personally appeared Laurence E. Aho to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of April, 1952

My commission expires:

4 May 1953

Charles S. Brannan
Notary Public

STATE OF Virginia)
COUNTY OF Arlington)

On this Third day of April, 1952, before me personally appeared Mary Josephine Connolly Aho to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this Third day of April, 1952

My commission expires:

March 13th, 1953

May E. Zetwiler
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACTS 24, 27A(2)
27B(2)

SIGNATURES AND ADDRESSES

Name <u>William A Connolly</u>	Name <u>James M Connolly</u>
Address <u>9600 Old Bladenburg Rd</u>	Address <u>9600 Old Bladenburg Rd</u>
<u>Silver Spring Md</u>	<u>Silver Spring, Md</u>

Name _____

Name _____

Address _____

Address _____

Name _____

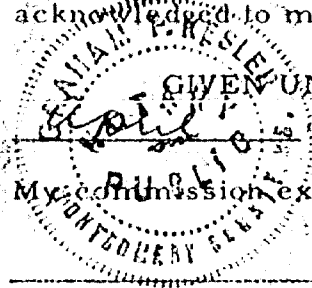
Name _____

Address _____

Address _____

STATE OF Maryland
COUNTY OF Montgomery

On this 4th day of April, 1952, before me personally appeared William A. Connolly to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

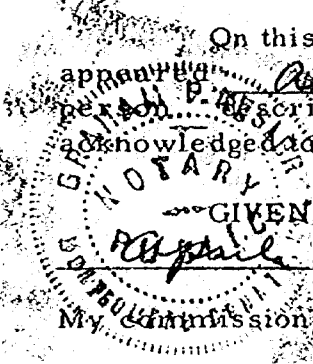


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1952

GRAHAM P. KESLER
Graham P. Kesler
My Commission expires May 4, 1953
Notary Public

STATE OF Maryland
COUNTY OF Montgomery

On this 4th day of April, 1952, before me personally appeared Anne M. Connolly to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1952

GRAHAM P. KESLER
Graham P. Kesler
My Commission expires May 4, 1953
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT 26

SIGNATURES AND ADDRESSES

Name Ruby Ray Swope
Address BRIDGEPORT, TEXAS

Name Will R. Swope
Address BRIDGEPORT, TEXAS

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF Texas
COUNTY OF Wise

On this 28 day of March, 1952, before me personally appeared Will C. Sumner to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of March, 1952

My commission expires:

June 1-1953

V E Baldridge
Notary Public

STATE OF Texas
COUNTY OF Wise

On this 28 day of March, 1952, before me personally appeared Ruby Ray Sumner to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of March, 1952

My commission expires:

June 1-1953

V E Baldridge
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT 29

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name Wm. R. Choate

Address Fairbanks

Ariz.

Name Mrs. E. M. Choate

Address Fairbanks

Arizona

Name _____

Address _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 33(1)

SIGNATURES AND ADDRESSES

Name A. H. Schrock

Address Route #2
Plainview, Texas

Name _____

Address _____

Name _____

Address _____

Name Georgia Schrock

Address Route #2
Plainview, Texas

Name _____

Address _____

Name _____

Address _____

STATE OF Texas)
COUNTY OF Hale)

On this 12th day of April, 1952 before me personally
appeared A. H. Schrock to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of

April, 1952.

My commission expires:

June 1st, 1953

Melba Jo Roberts (Melba Jo Roberts)
Notary Public

STATE OF Texas)
COUNTY OF Hale)

On this 12th day of April, 1952, before me personally
appeared Georgia Schrock to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of

April, 1952

My commission expires:

June 1st, 1953

Melba Jo Roberts (Melba Jo Roberts)
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACT 33(1)

Name John H. Schrock Name _____

Address 1620 S. Meadowbrook Address _____

Dorland, Tex _____

Name Marjorie Schrock Name _____

Address 1620 S. Meadowbrook Address _____

Garland, Texas _____

Name _____ Name _____

Address _____ Address _____

STATE OF TEXAS)
COUNTY OF DALLAS)

On this 18th day of April, 19 52, before me personally appeared John S. Schrock and wife, Marjorie Schrock to me known to be the person^u described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of April, 19 52
My commission expires Jan 1, 1953



La Verne Thompson
Notary Public
LA VERNE THOMPSON
Notary Public, Dallas County, Texas

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19 ____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 330)

SIGNATURES AND ADDRESSES

Name L. H. Johnson

Address 4020 Cody

Wheatridge, Colo.

Name Bernice M. Schrock

Address 4020 Cody St.

Wheatridge, Colo.

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF COLORADO
COUNTY OF JEFFERSON

On this 10 day of April, 19 62, before me personally appeared L. A. Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of

April, 19 62

My commission expires:

Aug 18, 1964

Charline Curry
Notary Public

STATE OF COLORADO
COUNTY OF JEFFERSON

On this 10 day of April, 19 62, before me personally appeared Bernice M. Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of

April, 19 62

My commission expires:

Aug 18, 1964

Charline Curry
Notary Public

STATE OF COLORADO
COUNTY OF JEFFERSON

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19 _____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19 _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19 _____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRACT 33(1)

SIGNATURES AND ADDRESSES

Name W. J. Wepner
Address 1045 So Main
Wichita, Kans

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

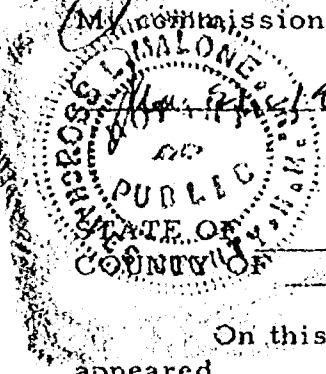
STATE OF New Mexico
COUNTY OF Chavez

On this 25 day of April, 1952, before me personally appeared W. J. Maguire to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of

April, 1952

My commission expires:



Ross J. Malone
Notary Public

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

_____, 19____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 33(1)

SIGNATURES AND ADDRESSES

Name Ethel Schrock Webb

Address _____

Name _____

Address _____

Name _____

Address _____

Name Frederic Webb

Address Proctor

Name _____

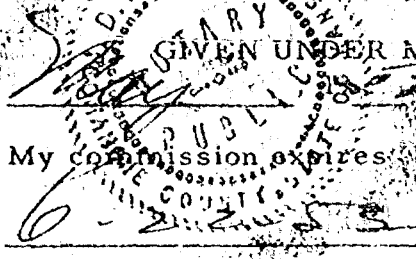
Address _____

Name _____

Address _____

STATE OF Illinois
COUNTY OF DeKalb

On this 24 day of May, 1952 before me personally appeared Walter H. Hildebrand to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of

My commission expires:

J. Lawrence
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACT 35 (1)

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name *James H. Smith*

Address *Roswell, N. M.*

Name *Lillian J. Smith*

Address *Roswell, N. M.*

Name _____

Address _____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 13th day of May, 1952, before me personally appeared Clarence E. Hinkle and Lillian T. Hinkle to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of May, 1952

My commission expires

1954

Georgia J. Bippus
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns and successors in interest

SIGNATURES AND ADDRESSES

TRACT 35(2)

Name NEW MEXICO-OSAGE CO-OPERATIVE
ROYALTY COMPANY
Address _____

By James W. Patterson
President

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____



STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of
March, 1952

My commission expires
3-11-1955

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF Do Baca)

On this 2 day of April, 1952, before me appeared
JAMES W. PATTERSON, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of the New Mexico-Osage Co-
operative Royalty Company

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said James W. Patterson acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 2 day of April, 19 52

My commission expires
2-11-1955

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 35(3)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name May Patterson

Address 1014 N W 97

Okla. City 14 Okla.

Name _____

Address _____

Name _____

Address _____

STATE OF Oklahoma)
COUNTY OF Oklahoma)

On this 14th day of April, 1952, before me personally appeared May Patterson, a widow to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of April, 1952

My commission expires:

Jan 31 1953

W D Powers
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 35(4)

SIGNATURES AND ADDRESSES

Name <u>Frederic T. Hight</u>	Name <u>Lena Hildt</u>
Address <u>2641 So. Trenton</u>	Address <u>Same</u>
<u>Tulsa 5, Okla.</u>	

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

STATE OF Oklahoma
COUNTY OF Adair

On this 30 day of June, 1952 before me personally
appeared Archie G. Wheat to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of

June, 1952

My commission expires:

Dec 17, 1954

E. B. Bentley
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 35(5)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name LeR Union

Address 1148 De Eravator

Name Rydia M. F. Jones

Address 1148 De Eravator St

Name _____

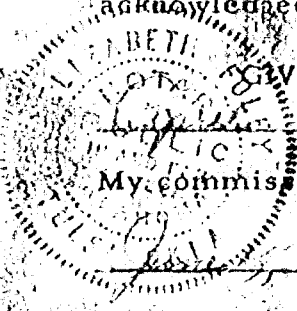
Address _____

Tulsa Okla

Tulsa, Okla

STATE OF Delaware
COUNTY OF Delaware

On this 3rd day of April, 1952, before me personally appeared C. R. Ligon and William Ligon to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of April, 1952.

My commission expires: April 1955

Elizabeth B. Ligon
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 36(2)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name Samuel Herrick

Address 1713 K St.

Wash'n. 6 D.C.

Name _____

Address _____

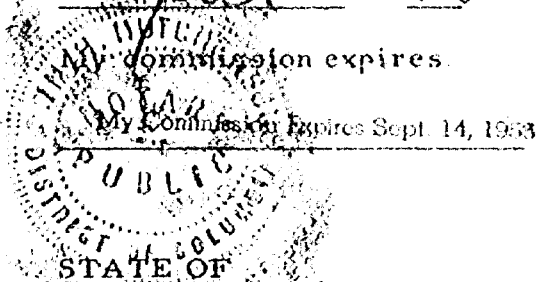
Name _____

Address _____

State of California
STATE OF _____
COUNTY OF _____

On this 7th day of April, 1952, before me personally appeared SAMUEL H. HARRIS to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of April, 1952



Wm. H. Hutchinson
Notary Public 86

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 39(1)

SIGNATURES AND ADDRESSES

Name Nola Humberck
Address Biltmore Hotel
Dayton Ohio

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF Ohio)
COUNTY OF Montgomery)

On this 30 day of April, 19 52, before me personally
appeared Nola Hornbeck to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30

April, 19 52.

My commission expires

DOROTHY LUENTHOFFER MAGILL, Notary Public

In and for Montgomery County, Ohio

My Commission Expires March 22, 1953

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

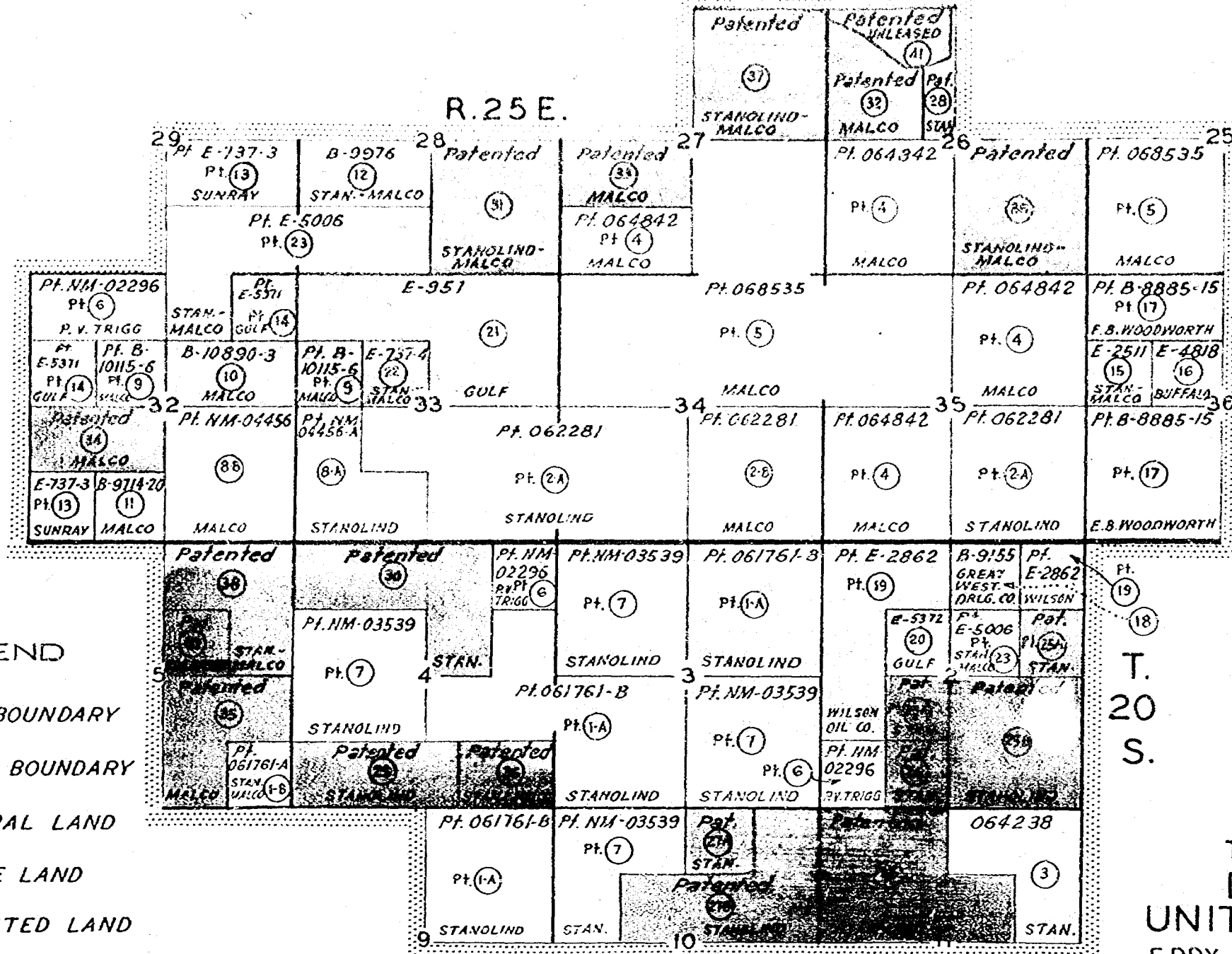
and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said _____ acknowledged
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this _____ day of _____, 19____.

My commission expires:

Notary Public

R.25E.



T.
19
S.

T.
20
S.

LEGEND

UNIT BOUNDARY

TRACT BOUNDARY

FEDERAL LAND

STATE LAND

PATENTED LAND

TRACT NUMBER

EXHIBIT "A"
TO ACCOMPANY
LAKEWOOD
UNIT AGREEMENT
EDDY COUNTY, NEW MEXICO
SCALE: 2"=1 MILE

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF
OWNERSHIP OF OIL AND GAS INTERESTS IN ALL
LAND IN THE LAKEWOOD UNIT AGREEMENT EDDY COUNTY NEW MEXICO

Tract No.	Description	No of Acres	Serial No (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Federal Lands</u>							
<u>T20S R25E</u>							
1A	Sec. 3: NE/4 SW/4 Sec. 4: N/2 SE/4, SE/4 NE/4 Sec. 9 NE/4	601.11	061761-B 7-1-47	USA - 12 1/2%	Mabel B. Shaw	Mozell Brown- \$400 per acre payable from 2% of production from interest leased	Stanolind 85 1/2 to 87 1/2%
1B	Sec. 5: SE/4 SE/4	40.00	061761-A 7-1-47	USA - 12 1/2%	Lois Anderson	Mozelle Brown - 3%	Malco - 42 1/4% Stanolind - 42 1/4%
<u>T19S-R25E</u>							
2A	Sec. 33: SE/4, NE/4 SW/4 Sec. 34: SW/4 Sec. 35: SE/4	520.00	062281 9-1-48	USA - 12 1/2%	Mabel B. Shaw	Louise Wertheim - 3%	Stanolind - 84 1/2%
2B	Sec. 34: SE/4	160.00			Lois Anderson	Louise Wertheim - 2%	Malco - 85 1/2%
<u>T20S-R25E</u>							
3	Sec. 11: N/2 NE/4, SE/4 NE/4	120.00	064238 5-1-51	USA - 12 1/2%	Elizabeth W. Crosby and Stanley W. Crosby, III	Elizabeth W. Crosby and Stanley W. Crosby, III - \$80,000 or \$400 per acre payable from 2% of production from interest leased.	Stanolind - 85 1/2% to 87 1/2%

Tract No.	Description	No of Acres	Serial No (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Federal Lands</u>							
<u>T19S-R25E</u>							
4	Sec. 26 SW/4 Sec. 27 S/2 SW/4 Sec. 35 NE/4, SW/4	560.00	064842 Application	USA - 12 1/2%	Ralph S. Trigg	Ralph S. Trigg - 5%	Malco - 82 1/2%
5	Sec. 25 SW/4 Sec. 27 SE/4 Sec. 34 N/2 Sec. 35 NW/4	800.00	068535 Application	USA - 12 1/2%	Victor B. Van Hook	Victor B. VanHook - 5%	Malco - 82 1/2%
6	Sec. 32 N/2 NW/4	160.00	NM-02296 Application	USA - 12 1/2%	Pauline V. Trigg	C. A. Scheurick - 2%	Pauline V. Trigg - 85 1/2%
<u>T20S-R25E</u>							
Sec. 2: SW/4 SW/4 Sec. 4: NE/4 NE/4							
7	Sec. 3 SE/4, NW/4 Sec. 4 S/2 NW/4, N/2 SW/4 Sec. 10 N/2 NW/4, SW/4 NW/4	601.25	NM-03539 7-1-47	USA - 12 1/2%	E. H. Shaw	Mozelle Brown - 3%	Stanolind - 84 1/2%
<u>T19S-R25E</u>							
8A	Sec. 33 S/2 SW/4, NW/4 SW/4	120.00	NM-04456-A 5-1-51	USA - 12 1/2%	Mabel B. Shaw	Barbara Phelps Anderson - 1% Alda Mae Hirschfelt - 2%	Stanolind - 84 1/2%

Tract No.	Description	No. of Acres	Serial No. (Las Cruces) And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Federal Lands</u>							
8B	<u>T19S-R25E</u> Sec. 32: SE/4	160.00	NM-04456 5-1-51	USA - 12 1/2%	Barbara Phelps Anderson	Alda Mae Hirschfelt - 2%	Malco - 85 1/2%

Total Federal Lands 3,842.36 acres or 51.07% of Unit Area

Tract No.	Description	No. of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest and Percent
<u>State Lands</u>							
T19S-R25E							
9	Sec. 32: SE/4 NW/4 Sec. 33: SW/4 NW/4	80.00	B-10115-6 3-1-43	State - 12 1/2%	Malco	None	Malco - 87 1/2%
10	Sec. 32: S/2 NE/4	80.00	B-10890-3 12-25-43	State - 12 1/2%	Malco	None	Malco - 87 1/2%
11	Sec. 32: SE/4 SW/4	40.00	B-9714-20 6-29-42	State - 12 1/2%	Malco	None	Malco - 87 1/2%
12	Sec. 28: N/2 SW/4	80.00	B-9976 12-22-42	State - 12 1/2%	Stanolind	Lida L. Weaver - 2%	Malco - 42 3/4% Stanolind - 42 3/4%
13	Sec. 29: N/2 SE/4 Sec. 32: SW/4 SW/4	120.00	E-737-3 2-11-46	State - 12 1/2%	Sunray Oil Corp.	None	Sunray - 87 1/2%
14	Sec. 32: NE/4 NE/4, SW/4 NW/4	80.00	E-5371 7-10-51	State - 12 1/2%	Gulf Oil Corp.	None	Gulf - 87 1/2%
15	Sec. 36: SW/4 NW/4	40.00	E-2511 3-10-49	State - 12 1/2%	Malco	O. H. Randel - 1 1/2% Harold Kersey - 3/4% Vilas P. Sheldon - 3/4%	Malco 42 1/4% Stanolind 42 1/4%
16	Sec. 36: SE/4 NW/4	40.00	E-4818 12-11-50	State - 12 1/2%	Buffalo Oil Co.	None	Buffalo - 87 1/2%

Tract No	Description	No. of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>State Lands</u>							
17	<u>T19S-R25E</u> Sec. 36: N/2 NW/4, SW/4	240.00	B-8885-15 11-20-40 (Extended 4 yrs. from 11-20-50)	State - 12 1/2%	Erle B. Woodworth	None	Erle B. Woodworth - 87 1/2%
18	<u>T20S-R25E</u> Sec. 2: Lot 2	40.20	B-9155 5-26-41 (HBP)	State - 12 1/2%	Great Western Drilling Company	None	Great Western Drilling Company - 87 1/2%
19	Sec. 2: NE/4 NE/4, SW/4 NW/4, N/2 NW/4, NW/4 SW/4	200.00	E-2862 8-10-49	State - 12 1/2%	Wilson Oil Company	None	Wilson Oil Co. - 87 1/2%
20	Sec. 2: SE/4 NW/4	40.00	E-5372 7-10-51	State - 12 1/2%	Gulf Oil Corporation	None	Gulf - 87 1/2%
21	<u>T19S-R25E</u> Sec. 33: NE/4, N/2 NW/4	240.00	E-951 8-10-46	State - 12 1/2%	Gulf Oil Corporation	None	Gulf - 87 1/2%
22	Sec. 33: SE/4 NW/4	40.00	E-737-4 2-11-46	State - 12 1/2%	Malco	A. N. Etz and Wife Bonnie R Etz - 3%	Malco - 42 1/4% Stanolind - 42 1/4%

Tract No.	Description	No. of Acres	State Serial Number And Effective Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>State Lands</u>							
23	<u>T19S-R25E</u>						
	Sec. 28: S/2 SW/4	240.00	E-5006	State - 12 1/2%	Malco	None	Malco - 43 3/4%
	Sec. 29: S/2 SE/4		2-10-51				Stanolind 43 3/4%
	Sec. 32: NW/4 NE/4						
<u>T20S-R25E</u>							
	Sec. 2: SW/4 NE/4						

Total State Lands 1,600.20 acres or 21.26% of Unit Area.

Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
24	T20S-R25E Sec. 11: NW/4, SW/4 NE/4	200.00	6-22-59	Ella Anderson, Wallace A. Ander- son, Mary Jose- phine Aho, Catherine Austin Duncan, Dorthy Hazel Woodson and Wm. A. Connolly - 12 1/2%	Stanolind	None	Stanolind 87 1/2%
25A	Sec. 2: SE/4 NE/4, NE/4 SW/4	80.00	6-7-59	Alex McGonagill, et ux, - 12 1/2%	Stanolind	None	Stanolind - 87 1/2%
25B	Sec. 2: SE/4	160.00	6-7-59	Ralph A. Shugart and Wife - 6 1/4% U. S. Smelting, Refining and Mining Company - 6 1/4%	Stanolind	None	Stanolind - 87 1/2%
26	Sec. 2: SE/4 SW/4	40.00	10-29-59	Will P. Swope, et ux - 12 1/2%	Stanolind	None	Stanolind - 87 1/2%
27A(1)	Sec. 10: NW/4 NE/4	40.00	9-25-54	Ella Anderson, Wallace A. Ander- son, Mary J. Aho, Catherine A. Duncan, and Dorothy H. Woodson - 11.45834%	Stanolind	Neil H. Wills - \$400 per acre or \$56,666.80 payable from 2% of produc- tion from interest leased.	Stanolind - 85 1/2 to 87 1/2%

Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
27A(2)	<u>T20S-R25E</u>		9-25-54	Wm. Anderson Connolly - 1.04166%	Stanolind	Neil H. Wills - \$400 per acre or \$5,332 payable from 2% of production from interest leased.	
27B(1)	Sec. 10: E/2 NE/4,* SW/4 NE/4, SE/4 NW/4	160.00	9-25-54	Ella Anderson, Wallace A. Anderson, Mary J. Aho, Catherine A. Duncan, and Dorothy H. Woodson - 11.45834%	Stanolind	Malco - 3% of Production from Interest leased	Stanolind 84 1/2%
	*Ne/4 NE/4 Sec. 10 (All of 12 1/2% Royalty owned by Lee Vandagriff Non-Participating)						
27B(2)			9-25-54	William Anderson Connolly - 1.04166%		Malco - 3% of production from interest leased	
28	<u>T19S-R25E</u> Sec. 26: 26 acres out of the E/2 NW/4	26.00	7-26-59	Malco Refineries Inc. - 12 1/2% (R. T. Badger, et al, own 1/16 of 12 1/2% Royalty Non- Participating)	Stanolind	Malco - 3%	Stanolind - 84 1/2%
29	<u>T20S-R25E</u> Sec. 4: S/2 SW/4, W/2 SW/4 SE/4	100.00	10-4-54	Miles R. Choate and Elizabeth M. Choate - 12 1/2%	Stanolind	Malco - 3%	Stanolind - 84 1/2%

Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
30	T20S-R25E Sec. 4: Lots 2,3,4, SW/4 NE/4	161.30	6-13-59	Nettie Ebert Holstun - 12 1/2%	Stanolind	None	Stanolind - 87 1/2%
31(1)	T19S-R25E Sec. 28: SE/4	160.00	10-25-50	Mrs. Amy Bond - 6 1/4%	Stanolind	None	Stanolind - 43 3/4%
31(2)			1-16-56	Catherine Williams, Robert Edgar Williams Elizabeth Ann Williams, John Findley Williams, Barbara Jane Williams - 6 1/4%	Stanolind	None	Malco - 21 7/8% Stanolind - 21 7/8%
32	Sec. 26: SW/4 NW/4, W/2 SE/4 NW/4, and that part of N/2 NW/4 lying South of Seven Rivers	88.86	4-28-54	Pink Scott - 12 1/2%	Malco	None	Malco - 87 1/2%
33(1)	Sec. 27: N/2 SW/4	80.00	8-15-55	A. H. Schrock and wife Georgia Schrock, Esther Schrock Webb and husband, Fred E. Webb, Wm. J. Wegner, John S. Schrock and Wife Majorie Schrock, L. W. Schrock and wife Bernice M. Schrock - 8.92858%	Malco	None	Malco - 62 1/2%

Tract No	Description	No of Acres	Expiration Date of Lease	Landowner and Percent of Lease	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
<u>T19S-R25E</u>							
33(2)			6-24-57	Earl L. Gage Joseph M. Gage Betty Jean Gage Bulmer - 1.78571%	Stanolind	None	Stanolind - 6.25% Malco - 6.25%
33(3)			Unleased	Martha Schrock Saylor (N. C. M.) - 14.28571%			
34	Sec. 32: N/2 SW/4	80.00	9-14-54	Albert S. Foster - 12 1/2%	Malco	None	Malco - 87 1/2%
<u>T20S-R25E</u>							
35(1)	Sec. 5: N/2 SE/4, SW/4 SE/4	120.00	9-8-54	M. E. Collier 3.125% Marshall & Winston, Inc. - 1.5625% Clarence Hinkle - 0.78125% R. R. Hinkle - 0.78125%	Malco	None	Malco - 87 1/2%
35(2)			1-15-55	New Mexico Osage Coop. Royalty - 4.6875%			
35(3)			1-15-55	May Patterson - 0.78125%			
35(4)			10-18-55	Fred T. Hildt 0.5208333%			

Tract No.	Description	No. of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
<u>T20S-R25E</u>							
35(5)			10-18-55	C. R. Nixon- 0.2604167			
36(1)	Sec. 4: SE/4 SE/4, E/2 SW/4 SE/4	60.00	2-15-56	May Ridley - 6.25%	Stanolind	None	Malco - 43 3/4% Stanolind - 43 3/4%
36(2)			2-15-56	Samuel Herrick - 6.25%			
<u>T19S-R25E</u>							
37	Sec. 27: NE/4	160.00	3-12-61	Lee R. Walker and wife Anna A. Walker - 12 1/2%	Stanolind	None	Malco - 43 3/4% Stanolind - 43 3/4%
<u>T20S-R25E</u>							
38	Sec. 5: Lots 1, 2, SE/4 NE/4	120.45	3-27-61	Nettie Ebert Holstun - 12 1/2%	Stanolind	None	Malco - 43 3/4% Stanolind - 43 3/4%
<u>T19S-R25E</u>							
39(1)	Sec. 26: SE/4	160.00	5-3-56	Nola Hornbeck - 3.90625%	Stanolind	Nola Hornbeck - \$50 per net acre or \$2,500 payable out of 1/16 of 7/8 of production from interest leased.	Malco - 41.015625% to 43 3/4% Stanolind - 41.015625% to 43 3/4%
39(2)			5-3-56	Grace Knox Smith and husband Roy L. Smith - 8.59375%	Stanolind	Grace Knox Smith and husband Roy L. Smith - \$50 per net acre or \$5,500 payable out of 1/16 of 7/8 of production from interest leased.	

Tract No.	Description	No of Acres	Expiration Date of Lease	Landowner and Percent of Royalty	Record Owner of Lease or Application	Name and Percent of Overriding Royalty	Working Interest And Percent
<u>Patented Lands</u>							
40	<u>T20S-R25E</u> Sec. 5: SW/4 NE/4	40.00	Unleased	J. S. Covert - 100%			
41	<u>T19S-R25E</u> Sec. 26: 45.14 acres out of the NW/4	45.14	Unleased	Henry H. Morris - 100%			

Total Patented Lands 2,081.75 acres or 27.67% of Unit Area.

RECAPITULATION

Land	Acres	Percentage
Federal	3,842.36	51.07
State	1,600.20	21.26
Patented	2,081.75	27.67
Totals	<u>7,524.31</u>	<u>100.00%</u>

IN THE MATTER OF THE APPLICATION OF
STANOLIND OIL AND GAS COMPANY FOR THE
APPROVAL OF THE LAKEWOOD UNIT AGREEMENT
EMBRACING 7524.11 ACRES OF LAND IN TOWNSHIPS
19 AND 20 SOUTH, RANGE 25 EAST, N. M. P. M., NEW
MEXICO

The undersigned, Commissioner of Public Lands of the State of New Mexico, having considered the application of Stanolind Oil and Gas Company for approval of the Lakewood Unit Agreement covering lands in Eddy County, New Mexico, described in said Agreement, and the undersigned having considered the aforesaid application and the evidence offered by the Petitioner at the hearing before the Oil Conservation Commission on the 20th day of MAY, 1952,

FINDS:

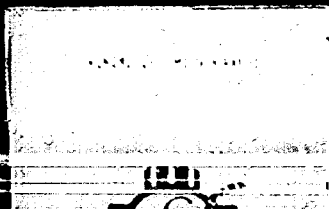
1. That said Lakewood Unit Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
2. That under the operation of the proposed Unit Agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area affected.
3. That the Agreement is in other respects for the best interests of the State of New Mexico.

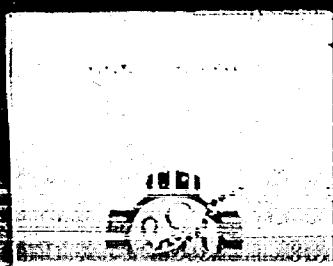
Said Agreement is hereby approved.

Dated July 11th, 1952, in Santa Fe, New Mexico.


Commissioner of Public Lands

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CERTIFICATE - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, 30 U. S. C. secs. 181 et seq. , as amended by the act of August 8, 1946, 60 Stat. 950, and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 CFR sec. 4.611, 12 F. R. 6784, I do hereby:

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

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

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

Dated SEP 11 1952.

Thomas B. Nolan
Acting Director, United States Geological Survey

Summary

Area of Interest
Approx. 7500 acres
Location: 23° 15' N, 101° 15' W
Elevation: 1000 ft
Geology: Sandstone, shale, limestone

The area of interest is located in the northwestern part of the State of Texas, in the county of El Paso. It is bounded on the north by the international boundary with Mexico, on the east by the county line with Culberson County, on the south by the county line with Jeff Davis County, and on the west by the county line with Chaves County. The area is situated in the foothills of the Sierra de Guadalupe, and is composed of a series of ridges and valleys. The geology of the area is primarily composed of Permian and Triassic formations, with some Carboniferous and Devonian rocks in the west. The Permian formations are primarily sandstone and shale, and the Triassic formations are primarily limestone and sandstone. The Carboniferous and Devonian rocks are primarily shale and sandstone.

The area is divided into four (4) blocks, each containing approximately 1800 acres. The blocks are numbered 1 through 4, and are located as follows: Block 1 is in the northwestern part of the area, Block 2 is in the northeastern part, Block 3 is in the southwestern part, and Block 4 is in the southeastern part. The blocks are separated by narrow strips of land, and are all situated within the same general geological formation. The area is primarily composed of sandstone and shale, and is situated in the foothills of the Sierra de Guadalupe.

The most favorable portion of the area, embracing approximately 7500 acres, as have outlined in red. Lands within this outline are predominantly Federal; hence, we believe it would be in the public interest to join them in a Unit Agreement before testing for oil or gas.

In order to test all the potentially productive horizons which have indicated good porosity development in other deep wells in this province, a hole should be drilled to a depth sufficient to test the Permian formation of Silurian age. In the following tabulation, we list the probable sequence of sediments to be expected and the approximate thickness of each formation or series:

Form	Formation	Depth
Permian	Green River, Wash and	
	Cochise	0' to 650'
	San Andres	650' to 2250'
	Glorieta	2250' to 2770'
	Yucca	2770' to 5650'
Siliceous	Rio	5650' to 6350'
	Hisco	6350' to 6710'
Pennsylvanian	Bogalusa	6710' to 9765'
Mississippian	Indifferentiated Siliceous	9765' to 10,330'
Alluvial	Pussolman	10,330' to 10,500'

The above estimates are based on the formation markers encountered during the drilling of the middle El Federal-Route, dry hole located in the north-east corner of Section 24, Township 19 North, Range 24 East.

Porous zones are expected in the San Andres, Glorieta, Yucca, Siliceous, and Pussolman.

We believe the most favorable location for the above test is in the NE/4 SE/4, Section 34, Township 19 North, Range 25 East, and this location is recommended. A depth of 10,500' should be sufficient to adequately test the Pussolman formation.

It is requested that the information contained herein and the seismic map attached, be kept in strict confidence.

Russell Farmer
 Russell Farmer
 Division Geologist
 Standard Oil and Gas Company
 Fort Worth, Texas

HOR:bbh
 Attachment

J. O. SETH
A. K. MONTGOMERY
OLIVER SETH
W. F. FEDERICI
JUSTIN T. REID

SETH AND MONTGOMERY
ATTORNEYS AND COUNSELORS AT LAW
111 SAN FRANCISCO ST.
SANTA FE, NEW MEXICO

March 31, 1952

Case 368

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

Re: Lakewood Unit
Eddy County, New Mexico

Gentlemen:

Please find enclosed herewith an Application for approval of the Lakewood Unit Agreement, Eddy County, New Mexico. We have heretofore furnished your office a copy of the proposed Unit Agreement with an attached Geological Memorandum.

It would be appreciated if this matter could be set down for hearing at the May hearing date.

Very truly yours,

Oliver Seth

OS/mfl

Enclosures

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF
STANOLIND OIL AND GAS COMPANY FOR
THE APPROVAL OF THE LAKEWOOD UNIT AGREE-
MENT, EMBRACING 7521.75 ACRES, MORE OR
LESS, LOCATED IN TOWNSHIP 19 SOUTH,
RANGE 25 EAST, AND TOWNSHIP 20 SOUTH,
RANGE 25 EAST, N.M.P.M., EDDY COUNTY,
NEW MEXICO

CASE NO. 368

A P P L I C A T I O N

An application is hereby made by Stanolind Oil and Gas Company, a corporation, for approval by the Oil Conservation Commission, of a unit agreement entitled "Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico", the said agreement having been entered into between the applicant herein as the Unit Operator and certain working interest owners and royalty owners as have, or may hereafter, subscribe to or consent to the agreement.

The Lakewood Unit Area embraces the following described lands located in Eddy County, New Mexico, to-wit:

Township 19 South, Range 25 East, N.M.P.M.

Sec. 25, SW $\frac{1}{4}$;
Sec. 26, NW $\frac{1}{4}$; S $\frac{1}{2}$;
Sec. 27, NE $\frac{1}{4}$; S $\frac{1}{2}$;
Sec. 28, S $\frac{1}{2}$;
Sec. 29, SE $\frac{1}{4}$;
Secs. 32 to 35, inclusive, all;
Sec. 36, W $\frac{1}{2}$.

Township 20 South, Range 25 East, N.M.P.M.

Secs. 2 to 4, inclusive, all;
Sec. 5, E $\frac{1}{2}$;
Sec. 9, NE $\frac{1}{4}$;
Sec. 10, N $\frac{1}{2}$;
Sec. 11, N $\frac{1}{2}$;

Total Unit Area embraces 7,521.75 acres, more or less.

Ref 3-31-52

At the hearing hereinafter requested, the requisite number of signed copies of the unit agreement will be submitted for approval, and it is requested that the same be returned to the applicant in order that it may file the necessary counterparts thereof with the Department of the Interior of the United States for the purpose of obtaining final approval of the agreement by the Secretary of the Interior. After approval of the agreement by the Secretary of the Interior a complete and signed copy of the unit agreement will be filed in the Office of the Commissioner of Public Lands of the State of New Mexico. An unsigned copy of the unit agreement has already been filed in the office of the Commission for a temporary record pending the receipt of the final completed copy.

The form of unit agreement has previously been considered by the Commissioner of Public Lands. Geological evidence concerning the structure affected by this unitization will be submitted to the Commissioner of Public Lands and at the hearing hereinafter requested.

With reference to the lands embraced in this unit, there is attached to the unsigned copy of the unit agreement hereinafter filed a map of the unit area on which is shown the ownership of the various lands embraced in the said unit. The applicant is continuing efforts to obtain commitments to the unit agreement from those owners of interests who have not yet joined, and a full showing of the commitments will be made at the time of the hearing hereinafter requested.

Within six (6) months after the date the unit agreement becomes effective the unit operator is obligated to commence drilling operations on an adequate test well. Should commercial

production be discovered, the unitized operation will assure an orderly development program based on structural position and will enable productive operations to be conducted in accordance with the best over-all reservoir practices. Development and operation will be conducted in accordance with the plans having the joint approval of Federal and State authorities. Under this agreement the State of New Mexico will receive its fair share of the oil and gas and this will be allocated to it on an acreage basis in any and all participating areas that may be established. This unit agreement is in all respects to the best interests of the State of New Mexico and tends to eliminate waste and promote conservation of oil and gas.

The unit agreement makes express provision that additional parties may join and subject their interests to the said agreement after its final approval.

The Commission is respectfully requested to set this matter and application down for hearing and following said hearing to give its approval to the unit agreement.

Respectfully submitted this 31st day of March, 1952.

STANOLIND OIL AND GAS COMPANY

BY *W. K. Montgomery*
Its Agent and Attorney

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE APPLICATION OF
STANOLIND OIL AND GAS COMPANY FOR
THE APPROVAL OF THE LAKEWOOD UNIT AGREEMENT,
EMBRACING 7521.75 ACRES, MORE OR
LESS, LOCATED IN TOWNSHIP 19 SOUTH,
RANGE 25 EAST, AND TOWNSHIP 20 SOUTH,
RANGE 25 EAST, N.M.P.M., EDDY COUNTY,
NEW MEXICO

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Sec. 27, NE $\frac{1}{4}$; S $\frac{1}{2}$;
Sec. 28, S $\frac{1}{2}$;
Sec. 29, SE $\frac{1}{4}$;
Secs. 32 to 35, inclusive, all;
Sec. 36, W $\frac{1}{2}$.

Township 20 South, Range 25 East, N.M.P.M.

Secs. 2 to 4, inclusive, all;
Sec. 5, E $\frac{1}{2}$;
Sec. 9, NE $\frac{1}{4}$;
Sec. 10, N $\frac{1}{2}$;
Sec. 11, N $\frac{1}{2}$;

Total Unit Area embraces 7,521.75 acres, more or less.

Red 3-3-1-0-2

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The unit agreement makes express provision that additional parties may join and subject their interests to the said agreement after its final approval.

The Commission is respectfully requested to set this matter and application down for hearing and following said hearing to give its approval to the unit agreement.

Respectfully submitted this 31st day of March, 1952.

STANOLIND OIL AND GAS COMPANY

BY *A. K. Montgomery*
Its Agent and Attorney