

February 16, 2004

HAND DELIVERED

Ms Lori Wrotenbery, Director
Oil Conservation Division
New Mexico Department Energy, Minerals
and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505



FEB 1 8 2004

Oll Conservation Bivision 1230 S. St. Francis Drive Santa Fe. NM 87505

Re: Application of EnerQuest Resources, L.L.C. for Statutory Unitization, Lea County, New Mexico. Order No. R-11980-A.
Request for Supplemental Order

Dear Ms Wrotenbery:

By Order No. R-11980-A, the Oil Conservation Commission granted the application of EnerQuest Resources, L.L.C. for statutory unitization of the East Hobbs San Andres Unit Area. Order Paragraph 5 of that order provides as follows:

"This order shall not become effective unless and until the plan for unit operations prescribed hereby has been approved in writing by the owners of at least seventy-five percent of the production proceeds thereof that will be credited to interests free of costs, such as royalties, overriding royalties and production payments, and the Division has made a finding in a supplemental order that the plan for unit operations has been so approved. When persons owning the required percentage of interest in the Unit Area have approved the plan for unit operations, the interests of all persons in the Unitized Formation as to the Unit Area are unitized whether or not such persons have approved the plan of unitization."

EnerQuest hereby advises the Division that the plan of operations adopted by Order No. R-11980-A has been approved in writing by statutorily required percentages of the interest owners in the East Hobbs San Andres Unit Area. EnerQuest requests that the Division enter a supplemental order finding that Order No. R-11980-A is now effective and all interests in the San Andres formation in the East Hobbs San Andres Unit Area are unitized.

Enclosed is the Affidavit of Craig Clark confirming that all ratification requirements of Order R-11980-A and the New Mexico Statutory Unitization Act have been fulfilled.



Ms Lori Wrotenbery, Director February 16, 2004 Page 2

Attached to this Affidavit is a table that identifies all owners in the unit area and the ownership interest of each on a tract and unit basis. The owners who have ratified the unit agreement and Oil Conservation Commission Order No. R-11980-A are highlighted in yellow on this table. The interests in blue have been acquired by EnerQuest. Also attached to his Affidavit are true and correct copies of all ratifications of this Unit Agreement and Oil Conservation Commission Order No. R-11980-A. The final approval of the East Hobbs San Andres Unit by the New Mexico Commissioner of Public Lands is also enclosed.

Also enclosed in hard copy and on disc is EnerQuest's proposed Supplemental Order.

If you have questions concerning the enclosed documents, please advise.

Very truly yours,

William F. Carr

Enclosures

cc: David K. Brooks, Esq

Oil Conservation Commission

Gail MacQuesten, Esq.
Oil Conservation Division

Mr. Robert W. Floyd

Mr. Chris Bezner

Mr. Craig Clark

EnerQuest Resources, L.L.C.



PATRICK H. LYONS COMMISSIONER

State of New Mexico Commissioner of Public Lands

310 OLD SANTA FE TRAIL P.O. BOX 1148 SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760 Fax (505) 827-5766 www.nmstatelands.org

February 13, 2004

Enerquest Oil and Gas, LTD P. O. Box 11190 Midland, Texas 79702

Attn: Mr. Craig Clark

Re:

Final Approval

East Hobbs San Andres Unit

NMOCD Statutory Unitization Case Nos. 13041 and 13042, Order No. R-11980-A

Lea County, New Mexico

Dear Mr. Clark:

This office is in receipt of your letter of February 9, 2004, requesting final approval of the East Hobbs San Andres Unit Agreement, Lea County, New Mexico.

Please be advised that the Commissioner of Public Lands has this date granted final approval to the East Hobbs San Andres Unit Agreement, Lea County, New Mexico. Also, approved on this date, is your initial plan of operation for the above mentioned unit area. Our approval is subject to like approval by the New Mexico Oil Conservation Division.

Enclosed are (5) Certificates of Approval.

Please submit a copy of the "Certificate of Effectiveness" pursuant to Article 22 of the East Hobbs San Andres Unit agreement.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

PATRICK H. LYONS

COMMISSIONER OF PUBLIC LANDS

BY:

JAMI BAILEY, Director Oil, Gas and Minerals Division

(505) 827-5744 PL/JB/pm

pc:

Reader File; OCD-Attention: Roy Johnson;

NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

ENERQUEST OIL & GAS, LTD EAST HOBBS SAN ANDRES UNIT LEA COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State on New Mexico for examination, a Unit Agreement for the development and operation of acreage which is described within the referenced Agreement, dated FEBRUARY 14, 2003, which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 13TH day of FEBRUARY, 2004.

COMMISSIONER OF PUBLIC LANDS

of the State of New Mexico

STATE OF NEW MEXICO DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES OIL CONSERVATION DIVISION

CASE NO. 13042

APPLICATION OF ENERQUEST RESOURCES, L.L.C. FOR STATUTORY UNITIZATION, LEA COUNTY, NEW MEXICO.

ORDER NO. R-11980-B

SUPPLEMENTAL ORDER OF THE OIL CONSERVATION DIVISION

BY THE DIVISION:

- 1. Oil Conservation Commission Order No. R-11980-A, entered on November 14, 2003, approved the application of EnerQuest Resources, L.L.C. for unitization of the East-Hobbs San Andres Unit Area pursuant to the Statutory Unitization Act, NMSA 1978, §§ 70-7-1 through 70-7-21, as amended.
 - 2. Order paragraph 5 of Order No. R-11980-A provides:
 - "This order shall not become effective unless and until the plan for unit operations prescribed hereby has been approved in writing by the owners of at least seventy-five percent of the production proceeds thereof that will be credited to interests which are free of costs, such as royalties, overriding royalties and productions payments, and the Division has made a finding in a supplemental order that the plan for unit operations has been so approved. When persons owning the required percentage of interest in the Unit Area have approved the plan for unit operations, the interests of all persons in the Unitized Formation as to the Unit Area are unitized whether or not such persons have approved the plan of unitization."
- 3. On February 9, 2004, EnerQuest Resources L.L.C. filed an affidavit with attached copies of ratifications approving the plan for unit operations by the owners of more than seventy-five percent of the working interest in the Unit Area and from the owners of more than 75% of the production proceeds that will be credited to interests that are free of costs in the East Hobbs San Andres Unit Area.

IT IS THEREFORE ORDERED THAT:

- 1. The plan for unit operations prescribed by the Unit Agreement for the East Hobbs San Andres Unit has been approved in writing by the owners of more than seventy-five percent of the working interest and from the owners of more than 75% of the production proceeds that will be credited to interests that are free of costs in the East Hobbs San Andres Unit Area.
- 2. All ratification provisions of the New Mexico Statutory Unitization Act , NMSA 1978, §§ 70-7-1 through 70-7-21, as amended, and Commission Order No. R-11980-A have been fully complied with and the interests of all persons in the Unitized Formation in the Unit Area are unitized whether or not such persons have approved the plan of unitization.

DONE at Santa Fe, New Mexico, on this __ th day of February, 2004.

STATE OF NEW MEXICO OIL CONSERVATION DIVISION

LORI WROTENBERY Director

SEAL

STATE OF NEW MEXICO DEPARTMENT OF ENERGY, MINERALS AND NATURAL RESOURCES OIL CONSERVATION DIVISION

APPLICATION OF ENERQUEST RESOURCES, L.L.C. FOR STATUTORY UNITIZATION, LEA COUNTY, NEW MEXICO.

CASE NO. 13042 ORDER NO. R-11980-A

AFFIDAVIT OF CRAIG CLARK

STATE OF TEXAS)	
)	SS
COUNTY OF MIDLAND)	

Craig Clark, being first duly sworn on oath, states as follows:

1. My name is Craig Clark. I reside in Midland, Texas. I am the consulting petroleum landman employed by EnerQuest Resources, L.L.C. ("EnerQuest") who is responsible for the formation of the proposed East Hobbs San Andres Unit ("the Unit") comprised of 920 acres, more or less, of Fee and State of New Mexico lands situated in Lea County, New Mexico. EnerQuest is the operator in the East Hobbs San Andres Unit. The horizontal limits of said Unit Area are described as follows:

Township 18 South, Range 39 East, N.M.P.M.

Section 29: SW/4, SW/4 NW/4

Section 30: S/2, S/2 N/2 Section 31: N/2 N/2 Section 32: N/2 NW/4

2. By Order No. R-11980-A, dated September 12, 2003, the Oil Conservation Commission granted the application of EnerQuest Resources, L.L.C. for statutory unitization of the East Hobbs San Andres Unit Area. Order Paragraph 5 of that order provides as follows:

"This order shall not become effective unless and until the plan for unit operations prescribed hereby has been approved in writing by the owners of at least seventy-five percent of the production proceeds thereof that will be credited to interests free of costs, such as royalties, overriding royalties and production payments, and the Division has made a finding in a supplemental order that the plan for unit operations has been so approved. When persons owning the required percentage of interest in the Unit Area have approved the plan for unit operations, the interests of all persons in the Unitized Formation as to the Unit Area are unitized whether or not such persons have approved the plan of unitization."

- 3. EnerQuest has sought written ratifications of Division Order No. R-11980-A from all interest ownersinthe Unit and has obtained ratifications from the owners of more than seventy-five percent of the working interest in the Unit Area and from the owners of more than 75% of the production proceeds that will be credited to interests that are free of costs in the East Hobbs San Andres Unit Area.
- 4. Attached to this Affidavit are copies of the written ratifications from each interest owner in the Unit Area and a list idetifying these interests owners and their respective ownership percentages.
- 5. On receipt of the supplemental order from the Division confirming the ratification of the agreement and receipt of the final approval of the Commissioner of Public Lands all ratification requirements of Order R-11980-A and the New Mexico Statutory Unitization Act will have been fulfilled.

FURTHER AFFIANT SAYETH NOT.

Craig Clark

SUBSCRIBED AND SWORN before me on this $\frac{30^{6h}}{10^{6h}}$ day of $\frac{1}{10^{6h}}$, 2004.

CHARLOTTE J. MITCHELL
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 9-20-2006

(Julotti) That Notary Public

My Commission Expires:

9-20.06

	
Development and Operation of the East Holdated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the obs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersign	onsideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner here the Unit Agreement.	eby acknowledges receipt of a full and true copy of
	the undersigned has executed this agreement on the nt. Mugaret Pewbody Royalty Owner – (Jewkom)
	By: margaret Pentody Newkom
	Printed Name: MARGARET PEABODY NEWKY
•	Title: ROYALTY OWNER 0.0006515
	Date: 1/15/04
If in an individual capacity: STATE OF CAMPORNIA COUNTY OF SAM FRANCISCO	
This instrument was acknowledged Magard Palbady Werker	before me on <u>January 15+5</u> , 200, by
APRIL M. JOHNSON COMM. #1330172 NOTARY PUBLIC-CALIFORNIA S SAN FRANCISCO COUNTY My Comm. Expires Nov. 13, 2005	Notary Public, State of <u>California</u> My Commission Expires: 11-13-5
If acknowledgment is for a corporation: STATE OF	
COUNTY OF	
28	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a mement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner – ()
	Aulyu
	Ву:
	Printed Name: Judson Properties, Ltd. By Judson Development Corporation Its General Partner
	Title: Donald H. Judson, Vice President Date: 1/16/04
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
1.	
	Notary Public, State of
	My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on 2003 by
as	before me on, 2003, by of, said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

If for a partnership:	
STATE OF	
COUNTY OF	
	before me on, 2003, by
	of, a
partnership, on behalf of said partnership.	
•	
	Notary Public, State of
	My Commission Expires:
	my commoder anymou.
•	
If for a limited partnership:	•
STATE OF TEXAS	
COUNTY OF Midland	
	T. //
This instrument was acknowledged	before me on Jan 16, 2003, by
Donald H. Judson as Vice	- President of Judson Dell Corp general
	limited partnership on behalf of said limited
partnership.	() 001
See All Marie	Lamo K Sh
PAMELA R. SIKES	Notary Public, State of Texas
Notary Public, State of Texas My Commission Expires October 14	My Commission Expires:
October 16, 2006	
• •	
If for a limited liability company:	
STATE OF	**
COUNTY OF	
mile in a second on a second of a second	2002 1
	before me on, 2003, by
limited lighility company	on behalf of said limited liability company.
minted flability company	, on behalf of Said fiffiled flability company.
·	
	Notary Public, State of
	My Commission Expires:
•	
If for a trustee:	
STATE OF	
COUNTY OF	
 .	
This instrument was acknowledged	before me on, 2003, by
as Trustee	of
•	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a germent) in any Tract in the Unit Area may join in the n of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - (VELMA E. GILMED)	
	By: May Dela	
	Printed Name: GARY R GILMER AJ F Title: POR FOR VELMA E. GILMER	
	Date: 1-10-04	
If in an individual capacity: STATE OF MADY LAND COUNTY OF FREDERICK	NOTARIAL SEAL JOHN R. LOVE, Notary Public North Middleton Twp., Cumbarland County My Commission Expires Jan. 12, 2006	
This instrument was acknowledged	before me on JAN 10th, 2008, by 4. Francisco Glasson, 4	
· . •	Notary Public, State of PA. My Commission Expires: JAN. 12th 2006	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
a as corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

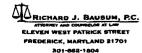
DURABLE GENERAL POWER OF ATTORNEY AND DESIGNATION OF GUARDIAN

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, VELMA E. GILMER, of 6441 Jefferson Pike, Apt. 30-B, Frederick, MD 21703, do hereby constitute and appoint my son, GARY R. GILMER, currently of 1855 Millstream Drive, Frederick, Maryland, my true and lawful Attorney-in-Fact (hereinafter called my "Attorney"). If GARY R. GILMER, for any reason, shall fail to act or continue as my Attorney, then I appoint my daughter-in-law, LINDA B. GILMER, of the same address, to serve in such capacity.

SECTION I — AUTHORIZATION TO ACT FOR PRINCIPAL

I hereby empower and authorize my Attorney hereunder, for me and in my name, place and stead, or on my behalf, from time to time, to do and execute any and all of the following acts, deeds, instruments, and things, as fully as I might or could do if personally present, to wit:

- 1. To buy, acquire, invest in, take possession of, lease, exchange, sell (at public or private sale), assign, convey, pledge, mortgage, hypothecate or otherwise dispose of any and all property, real (freehold or leasehold), personal or mixed, tangible or intangible, business or non-business, or any interest or interests therein, wheresoever located and whether or not now owned or hereafter acquired by me or on my behalf, and any and all stocks, bonds and debentures (including obligations of the United States commonly known as "flower bonds"), stock rights, warrants or options and any other securities or other types of investments or investment property of whatsoever kind and nature, all such property being hereinafter designated as "my Property"; to partition, subdivide or enter upon any such real property; and otherwise to deal with any of my Property or the proceeds therefrom as fully and completely as I might or could do, such as (by way of example and not in limitation):
- A. To improve and develop any and all interests in any such real property (freehold or leasehold); to manage, repair, rebuild, reconstruct or replace any improvements on such real property and any and all personal and household articles, furnishings and effects or other tangible personal property; to obtain insurance of any kind on or in connection with any of my Property; and to make, execute and file proofs of loss sustained or claimable under such insurance policies or under any other insurance policies owned by me or obtained on my behalf.
- B. To appear and vote and otherwise act as my proxy in respect to any such shares of stock, bonds, debentures or other securities or investments having voting rights (all such securities and investments being hereinafter designated "my Securities") at any meeting or meetings of security holders, and for such purposes to sign and execute any proxies or



instrument designating any substitute attorney or attorneys who may then be acting pursuant hereto.

- 2. I hereby request that no guardianship proceeding for my property be commenced in the event of my disability, but, in the event any court determines that a guardian of my property should be appointed, then I direct that one or more of the persons then serving as my Attorney hereunder, shall serve as such guardian. I further direct that any guardian who shall at any time be appointed by any court shall be excused from giving bond.
- 3. Any authority granted hereunder to my Attorney shall be limited so as to prevent this General Power of Attorney from causing my said Attorney to be liable for taxes on my income (except where my Attorney is my spouse) or from causing my assets to be subject to a "general power of appointment," as that term is defined in §2041 of the Internal Revenue Code (or any successor provision).
- 4. I hereby revoke any and all Powers of Attorney heretofore executed by me, except a Durable Power of Attorney for Health Care.
- 5. This Power of Attorney and Designation of Guardian is executed in Maryland and shall be construed, administered and governed under and in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my seal this 15th day of December, 2003.

WITNESS:

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

Tilma & Hilmer (SEAL)

I HEREBY CERTIFY that on this 15th day of December, 2003, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared VELMA E. GILMER and acknowledged the foregoing Durable General Power of Attorney and Designation of Guardian to be his/her act and deed.

AS WITNESS my hand and Notarial Seal:

RICHARD J. BAUSUM, P.C. REDERICK, MARYLAND 21701

WHEREAS, an Agreement entitled Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreemed County, New Mexico in Volume Royalty Interest (as defined in the Unit Agreement by execution of a ratification	ent"), and recorded in the Lea County Recomment, Page, provides that any element) in any Tract in the Unit Area may	w Mexico," ords of Lea owner of a
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in scribed in said Unit Agreement;	n the Unit
NOW, THEREFORE, for adequate parties to the Unit Agreement, the unders become a party to the Unit Agreement, w. Tracts described in said Unit Agreement.	• • •	d agrees to
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and t	rue copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreenent.	nent on the
	Royalty Owner - (.)
]]	Andrews Royalty, Inc. P. O. Box 7808 Dallas, Texas 75209-0808 Loyd W. Powell, Jr President Date: 1-5-04	
If in an individual capacity:		
STATE OFCOUNTY OF	and the second s	
COOKIT OF		
This instrument was acknowledged	before me on	_, 2003, by
:		
	Notary Public, State of	~~~
	My Commission Expires:	
If acknowledgment is for a corporation: STATE OF		
This instrument was acknowledged to w. Piwell, JQ as PRES a TELAS corporation, on behalf of	i before me on Januar 5 1084 of Annesws Regal f said corporation.	_, 200 \$, by
	Kather glower	
KATHRYN J. CONAWAY Notary Public, State of Texas My Commission Expires April 17, 2005	Notary Public, State of My Commission Expires:	

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in cation of the Unit Agreement; and
in the Unit Agreement) may join in that co for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	r provides that a Working Interest Owner (as defined ertain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the ed in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	ed is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Op Owner hereby ratifies and agrees to becom Agreement with respect to all of its int Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest he a party to the Unit Agreement and Unit Operating herests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold hent and Unit Operating Agreement shall be subject to expense.
The undersigned Working Interest (copy of the Unit Agreement and Unit Operation)	Owner hereby acknowledges receipt of a full and true ating Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgme	f the undersigned has executed this agreement on the nt.
	Working Interest Owner – ()
	By: Maney do Condora
	Printed Name: WHITE STAR ROYALTY CO., LLC. NANCY DE CORDOVA, MANAGER P.O. BOX 18693
	OKLAHOMA CITY, OK 73154-0893 TEL 405-840-1821 FAX 405-272-0374
If in an individual capacity: STATE OF _ とんっ COUNTY OF _ Cとして	
This instrument was acknowledged	Notary Public, State ofOklahome
	My Contrission Expires: 3 11-2006 # 02002-887

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreem	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in cation of the Unit Agreement; and
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WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	ed is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Op Owner hereby ratifies and agrees to becom Agreement with respect to all of its int Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest he a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ements.
The undersigned Working Interest (copy of the Unit Agreement and Unit Operation)	Owner hereby acknowledges receipt of a full and true ating Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgment	the undersigned has executed this agreement on the nt.
	Working Interest Owner – ()
	By Elvinde Cordova
	Printed Name: KITE ROYALTY CO.L.L.C.
	Title: EDWIN DE CORDOVA, MGR. P.O.BOX 54926 OKLAHOMA CITY, OK 73154
	Date:
If in an individual capacity: STATE OF OKIZ COUNTY OF OKIZ	
This instrument was acknowledged	before me on Dec / b, 2003, by
· · · · · ·	Notary Public, Spate of Oklahoma
	My Commission Expires: <u>3-11-2006</u> # 02002887

Development and Operation of the East Hodated January 1, 2002 (the "Unit Agreemer County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," at"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (La Juan c Moles)
	Ву:
•	Printed Name: La Juan 191 Jes
	Title:
	Date:
If in an individual capacity: STATE OF	ą.
This instrument was acknowledged	before me on Decamber, 2003 by
DORIS SWINNEY Notary Public State of Texas Comm. Expires 10-27-2004	Notary Public, State of Texas My Commission Expires: 10-27-04
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2002, by
a as	said corporation.
	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a mement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and	
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner – ()	
•	By: Dey V. Co. 4	
	Printed Name: Beconfus 1: Ox	
·		
	Title: Tomorpost	
•	Date: 18 18-60-03	
If in an individual capacity: STATE OF TEXAS COUNTY OF REVAIL		
This instrument was acknowledged	before me on DECEMBER 15, 2003, by	
******************************	Course Stell Soll	
ANNIE STELL LOTT Notary Public, State of Texas	Notary Public, State of TEXA	
My Commission Expires May 28, 2005	My Commission Expires: $5-2x-200$	
If acknowledgment is for a corporation:		
STATE OF		
This instrument was acknowledged as	before me on, 2003, by	
a corporation, on behalf of		
	Notary Public, State of	
	My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner – (
•	By: Vieginia ann Jackson Printed Name: Virginia Ann Jackson	
	1/- TI	
	Printed Name: Virginia Ann Jackson	
	Title:	
	1 1	
	Date: $\frac{12}{23}\sqrt{3}$	
If in an individual capacity:		
STATE OF <u>NV</u>		
COUNTY OF <u>Nye</u>		
This instrument was acknowledged	before me on $12\sqrt{23}$, 2003, by	
Virginia Ann Jackson.	(
NOTARY PUBLIC	Lachter & Shirt	
STATE OF NEVADA County of Nye	Notary Public, State of AN 5/16/04	
No: -62878-14 COLLEEN E. BF	My Commission Expires: ψ	
My poolntment Expires May 16, 2		
If admoviled amont is for a comparation.		
If acknowledgment is for a corporation: STATE OF		
COUNTY OF		
m	1.0	
This instrument was acknowledged	before me on, 2003, by	
a corporation, on behalf of		
	Notary Public, State of	

My Commission Expires:

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	rprovides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true sting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the nt.
	Working Interest Owner – ()
	By: Theling
	Printed Name: E. Lea Crump
	Title: President
	Date: 15-22-04
If in an individual capacity: STATE OF Tex As COUNTY OF Cold (A rod)	
This instrument was acknowledged E. Len Crump.	before me on December 22, 2003, by
Notary Public STATE OF TEXAS	Notary Public, State of ToxAS My Commission Expires: 5-64-64

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereb the Unit Agreement.	by acknowledges receipt of a full and true copy of	
date set forth in said party's acknowledgement	e undersigned has executed this agreement on the country of the carry	
В	y:	
P	rinted Name: Roy Lee (ain	
Т	itle:	
	Date: 12-4-03	
If in an individual capacity: STATE OF DOLLAR O COUNTY OF DOLLAR COUNTY		
This instrument was acknowledged be	efore me on <u>Docember 4</u> , 2003, by	
	Notary Public, State of Now Mexico My Commission Expires: 10/10/04	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged b	efore me on, 2003, by	
as as corporation, on behalf of sa	id corporation.	
· · · · · · · · · · · · · · · · · · ·	Votory Dublic State of	
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner – ()
By: Headington Petroleum, I.L.C., General Partner By: Brooks Purnell, Vice President	Printed Name: Title: Date: December 5, 2003
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged	before me on . 2003. by
a corporation, on behalf of	of, zass, ey

If for a partnership:	
STATE OF	
This instrument was acknowledged	before me on, 2003, by of, a
partnership, on behalf of said partnership.	, u
	Notary Public, State of
	My Commission Expires:
If for a limited partnership:	
STATE OF	
This instrument was acknowledged	before me on, 2003, by
partner of, a	of, general, general, limited partnership on behalf of said limited
	Notary Public, State of My Commission Expires:
If for a limited liability company: STATE OF Texas COUNTY OF Dallas	•••
This instrument was acknowledged Brooks Purhell as Vice Texas limited liability company.	before me on <u>December 5</u> , 2003, by <u>electroleur</u> a, on behalf of said limited liability company.
RENEE DURHAM NOTARY PUBLIC STATE OF TEXAS Comm. Expires 8-21-2007	Notary Public, State of Services Notary Notary Public, State of Services Notary Notary Public, State of Services Notary Nota
If for a trustee: STATE OF COUNTY OF	
This instrument was acknowledged as Trustee	before me on, 2003, by of
	Notary Public, State of
	My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner – (
	\sim \sim \sim	
	But Ale	
	Ву:	
•	Printed Name: JAMES K. SMALL	
	Title:	
	Date: 12 10 03	
If in an individual capacity: STATE OF		
This instrument was acknowledged	before me on 10th December, 2003, by	
3	Aborday O With 10	
CHARLOTTE J. MITCHELL	Notary Public, State of TEYAS	
NOTARY PUBLIC	My Commission Expires: 9-20-06	
STATE OF TEXAS My Comm. Expires 9-20-2006		
If acknowledgment is for a corporation:		
STATE OF		
COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by	
a corporation, on behalf of		
•		
	Notary Public, State of	
	My Commission Expires:	

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

WHEREAS, an Agreement entitled Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	nent"), and recorded in the Lea County Recorded, Page, provides that any oragreement) in any Tract in the Unit Area in	v Mexico," ords of Lea
WHEREAS, said Agreement furthe in the Unit Agreement) may join in that co for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorded Mexico in Volume, Page be Agreement; and	County, New Mexico" dated February 14 ed in the Lea County Records of Lea Co	Agreement, 2003 (the ounty, New
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	ed is a Working Interest Owner in and und	ler the Unit
NOW, THEREFORE, for adequate parties to the Unit Agreement and Unit Op Owner hereby ratifies and agrees to becom Agreement with respect to all of its int Agreement and Unit Operating Agreement estate that is described in the Unit Agreem all of the terms and provisions of said agree	ne a party to the Unit Agreement and Uniterests in and to all Tracts described in and agrees that its interest in the lands and and Unit Operating Agreement shall be	ing Interest t Operating said Unit d leasehold
The undersigned Working Interest copy of the Unit Agreement and Unit Oper	Owner hereby acknowledges receipt of a fating Agreement.	iffl and true
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner - (902508	
	By: Mancy V. Hushile Printed Name: Nancy V. Hersh Title: Van Vrancen Treast	Call
4 1	Printed Name: Nancy V. HEVSH	Berger
	Title: Van Vranken Treust	<u> </u>
	Date: 11-28-03	
If in an individual capacity: STATE OF		
COUNTY OF		
This instrument was acknowledge	d before me on	_, 2003, by
ı	Notary Public, State of	

STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	2003. by
as	of	
a corporation, on behalf of	of of	
	Notary Public, State of	_
	My Commission Expires:	-
If for a partnership: STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, ?	2003, by
partnership, on behalf of said partnership.	of, a	
partitioning, on contain or said partitioning.		
•	Notary Public, State of	_
	My Commission Expires:	-
If for a limited partnership:		
STATE OFCOUNTY OF		
This instrument was acknowledged		2003, by
as	or	, genera
partner of, a	limited partnership on behalf of said	i iiiiiiiec
r		
	Notary Public, State of	
,	My Commission Expires:	_
If for a limited liability company:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
	of	-
limited liability company,	, on behalf of said limited liability company.	
•		
	Notary Public, State of	_
	My Commission Expires:	_
700		
If for a trustee:		
STATE OF Florida COUNTY OF FINE INC.		
Je Huring .		
This instrument was acknowledged		2003, b
MAKY V. HERSHOFR GEA as Trustee	of VAN VRANKIAN TRUST	
ALAN J. PULNIK		
Notary Public, State of Florida	Notary Public, State of Plusida	_
My comm. expires Jan. 9, 2006 No. DD 060726	My Commission Expires: (Tow. 9 2006	_

	•	
Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement		
	Royalty Owner - (anna Loui Lymch	
	By: Owner	
	Printed Name: AKKF Lois Lynch Title: Owner R-owner	
	Title: Ourser R-owner	
	Date: 73 - 63 - 63	
If in an individual capacity: STATE OF OKLAHOMO COUNTY OF SOCKSON	e e e e e e e e e e e e e e e e e e e	
This instrument was acknowledged	before me on 3 Dec, 2003, by	
anna Lynch	Notary Public, State of OKlohome My Commission Expires: 55 pto5 O1014994	
If acknowledgment is for a corporation: STATE OF		
COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by of, said corporation.	
a corporation, on behalf of	said corporation.	
	N. A. B. H. Co. A. C.	
	Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreement on the ent.
	Royalty Owner – ()
	By: Jaretta Waves as in fact for
	Printed Name: Loretta Davis
	Title: Attorney-in-Fact for Carleton Davis
	Date: December 2, 2003
If in an individual capacity: STATE OF New Mexico COUNTY OF Curry	·
This instrument was acknowledged Loretta Davis, as attorney-in-	before me on December 2, 2003, by
	Notary Public, State of New Mexico My Commission Expires:
	The second secon
If acknowledgment is for a corporation: STATE OF COUNTY OF	OFFICIAL SEAL Antoinette L. Linder NOTARY PUBLIC STATE OF NEW NO. 120
This instrument was acknowledged	
a as as as as a corporation, on behalf of	said corporation.
	Notary Public, State of

My Commission F



GENERAL DURABLE POWER OF ATTORNEY

STATE OF NEW MEXICO)
) ss
COUNTY OF CURRY)

KNOW ALL MEN BY THESE PRESENTS: That I, CARLETON DAVIS, the undersigned, of Clovis, Curry County, State of New Mexico, do hereby make, constitute and appoint LORETTA DAVIS as my true and lawful Attorney-in-Fact for me and in my name, place, and stead and on my behalf and for my use and benefit. In the event of the death, resignation or inability of LORETTA DAVIS to act in said capacity because of medical reasons as attested by her attending physician, then RONALD D. BELL shall act as my Attorney-in-Fact.

- To exercise or perform any act, power, duty, right, or obligation whatsoever that I now have, or may hereafter acquire the legal right, power, or capacity to exercise or perform, in connection with, arising from, or relating to any person, item, transaction, thing, business property, real or personal, tangible or intangible, or matter whatsoever;
- B. To request, ask, demand, sue for, recover, collect, receive, and hold and possess all such sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devices, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pension and retirement benefits, insurance benefits and proceeds, any and all documents of title, choses in action, personal and real property, intangible and tangible property and property rights, and demands whatsoever, liquidated or unliquidated, as now are, or shall hereafter become. owned by, or due, owing, payable, or belonging to me or in which I have or may hereafter acquire interest, to have, use, and take all lawful means and equitable and legal remedies, procedures, and writs in my name for the collection and recover thereof, and to adjust, sell, compromise, and agree for the same, and to make, execute, and deliver for me, and on my behalf, and in my name, all endorsements, acquittances, releases, receipts, or other sufficient discharges for the same;
- C. To lease, purchase, exchange, and acquire, and to agree, bargain, and contract for the lease, purchase, exchange, and acquisition of, and to accept, take, receive, and possess any real or personal property whatsoever, tangible or intangible, or interest thereon, on such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;
- To maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens, mortgages, subject to deeds of trust, and hypothecate, and in any way or manner deal with all or any part of any real or personal property whatsoever, tangible or intangible, or any interest therein, that I now own or May hereafter acquire, for me, in my behalf, and in my name and under such terms and conditions, and under such covenants, as said attorney-in-fact shall deem proper;
- E. To conduct, engage in, and transact any and all lawful business of whatever nature or kind for me, on my behalf, and in my name;

- F. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, bonds, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other kinds of debts and obligations and such other instruments in writing of whatever kind and nature as May be necessary or proper in the exercise of the rights and powers herein granted;
- G. I grant to said attorney-in-fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact, or the substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted;
- H. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact;
- I. The rights, powers, and authority of said attorney-in-fact herein granted shall commence and be in full and effect on execution of this General Power of Attorney and such rights, powers and authority shall remain in full force and effect until revoked in writing;
- J. This Power of Attorney shall not be affected by subsequent incapacity of the principal or lapse of time.

DATED this day of September, 2002.

CARLETON DAVIS

STATE OF NEW MEXICO

) ss.

COUNTY OF CURRY

The foregoing instrument was acknowledged before me this

day of September, 2002.

CARLETON DAVIS.

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HUJAAJ

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NOTARY PUBLIC

y Commession Expir

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STATE OF NEW MEXICO COUNTY OF CURRY FILED FOR RECORD

2003 APR 11 PM 2: 49

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- F. To make, receive, sign, endorse, execute, acknowledge, deliver, and possess such applications, contracts, agreements, options, covenants, conveyances, deeds, trust deeds, security agreements, bills of sale, leases, mortgages, assignments, insurance policies, bills of lading, warehouse receipts, documents of title, bills, bonds, debentures, checks, drafts, bills of exchange, letters of credit, notes, stock certificates, proxies, warrants, commercial paper, receipts, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of, bonds, savings and loan or other institutions or associations, proofs of loss, evidences of debts, releases, and satisfaction of mortgages, liens, judgments, security agreements and other kinds of debts and obligations and such other instruments in writing of whatever kind and nature as May be necessary or proper in the exercise of the rights and powers herein granted;
- G. I grant to said attorney-in-fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney-in-fact, or the substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted;
- H. This instrument is to be construed and interpreted as a general power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it, limit or restrict, and is not to be construed or interpreted as limiting or restricting, the general powers herein granted to said attorney-in-fact;
- I. The rights, powers, and authority of said attorney-in-fact herein granted shall commence and be in full and effect on execution of this General Power of Attorney and such rights, powers and authority shall remain in full force and effect until revoked in writing;
- J. This Power of Attorney shall not be affected by subsequent incapacity of the principal or lapse of time.

DATED this day of September, 2002.

CARLETÓN DAVIS

STATE OF NEW MEXICO

) ss.

COUNTY OF CURRY

The foregoing instrument was acknowledged before me this day of September, 2002,

Y CARLETON DAVIS.

 $\sim \sim N$

NOTARY PUBLIC

VE**Jima**ssion Expire

2



STATE OF NEW MEXICO COUNTY OF CURRY FILED FOR RECORD

2003 APR 11 PM 2: 49

BK 422 PG 20 8 OC RECORDS MARIO TRUJIHO-CLERK ENCEN Dampie

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Holdated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	'State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea ("Unit Operating Agreement"), and recorded	provides that a Working Interest Owner (as defined tain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating	
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	l is a Working Interest Owner in and under the Unit	
parties to the Unit Agreement and Unit Open Owner hereby ratifies and agrees to become Agreement with respect to all of its inte Agreement and Unit Operating Agreement a	onsideration, including the mutual agreements of the rating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating rests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold int and Unit Operating Agreement shall be subject to ments.	
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner - (Living TRUST)	
	By: Main Unfer Stinnett	
	Printed Name: WARIE URFER STINNETT	
) · · · · · · · · · · · · · · · · · · ·	Title: TRUSTEE	
	Date: 12-3-03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
•		
,	Notary Public, State of	
	My Commission Expires:	

STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
a corporation on hehalf of	of, said corporation.
	Notary Public, State of
	My Commission Expires:
•	
If for a mouth out in .	
If for a partnership:	
STATE OF	
This instrument was acknowledged	before me on, 2003, by
as partner	of, a
partnership, on behalf of said partnership.	
	Notary Public, State of
	My Commission Expires:
If for a limited partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	of, general
partner of, a	of, general limited partnership on behalf of said limited
partnership.	
	Natory Duklia State of
	Notary Public, State of My Commission Expires:
	Wy Commission Expires.
If for a limited liability company:	
STATE OF	
COUNTY OF	
	before me on, 2003, by
limited liability company	of, a , on behalf of said limited liability company.
imited hability company	, on behalf of said infinited fractifity company.
	Notary Public, State of
	My Commission Expires:
If for a trustee:	•
STATE OF <u>California</u> COUNTY OF <u>Santa Clara</u>	
COUNTY OF <u>Santa Clara</u>	
em .	11.6 Danmling 3
This instrument was acknowledged	before me on <u>becember 3</u> , 2003, by
Marie Urfer Stringett as Trustee	OI LIVING INUST.
-	
CHRISTINA CAPONE	Notary Public, State of California
Commission # 1390698 1	My Commission Expires: 1/9/07
Santa Clara County My Comm. Expires Jan 9, 2007	

Mid: ASHERMAN\007544\000002\314395.1

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a gement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (M Hang)
	By:
	Printed Name:
	Title:
	Date:
If in an individual capacity: STATE OF TEXAS COUNTY OF TOXT BENA This instrument was acknowledged Mary Holt Lana.	before me on <u>Accomber 3</u> , 2003, by
JEMMARIE ROQUE Notary Public State of Texas My Commission Expires July 11. 2007	Notary Public, State of Texas My Commission Expires: July 11, 2007
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
a corporation, on behalf of	
	Notary Public, State of My Commission Expires:

Development and Operation of the East He dated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	gned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.	
	Royalty Owner - (A. Jeanette Laney) Trust
	By: A. Seavette Laney Printed Name: A. Seavette Laney
	Printed Name: A. deanette Lanev
	Title: Type tee
	Date:
If in an individual capacity: STATE OF Arkansas COUNTY OF Centrol This instrument was acknowledged A Jeanche Lane J. OFFICIAL SEAL CAROLYN K. PHILLIPS NOTARY PUBLIC-ARKANSAS BENTON COUNTY MY COMM. EXPIRES 5/16/2010 If acknowledgment is for a corporation: STATE OF COUNTY OF	d before me on 12-2, 2003, by Carry K Philips Notary Public, State of Arkansas My Commission Expires: 5-16-2010
	d before me on, 2003, by
as of, a corporation, on behalf of said corporation.	
	Notary Public, State of My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East H dated February 14, 2003 (the "Unit Agreen County, New Mexico in Volume	d "State/Fee Waterflood Unit, Unit Agreement for the lobbs (San Andres) Unit, Lea County, New Mexico," nent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersi Agreement) in one or more of the Tracts de	gned is a Royalty Owner (as defined in the Unit escribed in said Unit Agreement;
parties to the Unit Agreement, the under	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to with respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each o date set forth in said party's acknowledgen	f the undersigned has executed this agreement on the nent.
	Royalty Owner – ()
	By: Helie S. Sleming Printed Name: NELCIE L. FLEIVING
	Printed Name: NELCIE L. FLEYING
	Title:
	Date: 12-03-03
If in an individual capacity: STATE OF COUNTY OF Stange	
This instrument was acknowledge	d before me on <u>Desemble</u> 2, 2003, by
RONDA S. HULD COMM. #1440845 Motary Public-California ORANGE COUNTY My Comm. Exp. Sept 23, 2007	Notary Public, State of
If acknowledgment is for a corporation: STATE OF COUNTY OF	
_	of d before me on, 2003, by
a corporation, on behalf of	of said corporation.
	·
	Notary Public State of

My Commission Expires:_

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - (Mor GAN CAPITAL GROUP) FOC	
•	By: A sell	
	Printed Name: TIM CILLAM	
	Title: President	
	Date: // 30-03	
If in an individual capacity: STATE OF COLDITY OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF		
This instrument was acknowledged as from as corporation, on behalf of	sident of Morgan Capital Groot	
	My Commission Expires: 10-27-06 2 7 37 15 OF 18 10 10 10 10 10 10 10 10 10 10 10 10 10	

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a cement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Caprock Minerals LLC)
	By: Willis W Braulett
	Printed Name: William W. Bramlett
	Title: Managing Member
1	Date: 1000 25, 2003
If in an individual capacity: STATE OF COUNTY OF	e e e e e e e e e e e e e e e e e e e
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by of, said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

If for a partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
partnership, on behalf of said partnership.	of, a
•	
	Notary Public, State of
	My Commission Expires:
If for a limited partnership:	
STATE OF	
COUNTY OF	
This instrument was a forwarded and	1. San 2002 by
inis instrument was acknowledged	before me on, 2003, by
nartner of a	of, general, limited partnership on behalf of said limited
partnership.	minted partitionally on commit of base immited
F	•
	Notary Public, State of
	My Commission Expires:
If for a limited liability company:	
STATE OF <u>Texas</u>	← '
COUNTY OF Midland	
This instrument was acknowledged	before me on No. 28, 2003, by
William W. Bramlett as Manac	ging Member of Caprock Minerals LLC a
limited liability company,	on behalf of said limited liability company.
CHARLES HOUSE	Notary Public, State of
Notary Public, State of Texas My Commission Expires	My Commission Expires:
November 08, 2006	
70.0	
If for a trustee:	
STATE OF	
COUNTION	
This instrument was acknowledged	before me on, 2003, by
as Trustee	of
	Ni sama Dublin Casta - C
	Notary Public, State of
•	My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.
Royalty Owner - (JANE HARRE)
By Can Thorns
Printed Name: TANE HARRIS
Title: Royalte Olivers
Date: 10/23/03
If in an individual capacity: STATE OF Claronica COUNTY OF Lie Or side
This instrument was acknowledged before me on tolev 23, 2003, by
DONNA 5. BERGMAN Commission # 1238427 Notary Public - California & Riverside County My Comm. Expires Jon 9, 2005 My Commission Expires: January 09, 2005
If acknowledgment is for a corporation: STATE OF COUNTY OF
This instrument was acknowledged before me on, 2003, by as of,
a corporation, on behalf of said corporation.
Natara Dublic Casa - C
Notary Public, State of

My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
•	Royalty Owner - (My F Amny)
	By: Cler 7 Jaming
	Printed Name: CHARLES F. JENNINGS
	Title: ROUATY OWNER
	Date: MAY 14, 2003
If in an individual capacity:- STATE OF	
This instrument was acknowledged Charles F. Jenning. JOYCE GONZALES Comm. # 1388921 NOTARY PUBLIC - CALIFORNIA Alameda County Ny Comm. Expires Dec. 7, 2008	before me on May 1st , 2003, by Motary Public, State of California My Commission Expires: 10th . 7, 2006
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (Kussell 7. Runy)	
	By:	
	Printed Name: Russell T. Ruby	
	Title:	
	Date: 2-24-03	
If in an individual capacity: STATE OF		
This instrument was acknowledged Russeu T. Ruby	before me on 24 FEBRUARY, 2003, by	
JOHN MALLORY WEST, JR. MY COMMISSION EXPIRES July 27, 2005	Notary Public, State of TEXAS My Commission Expires: 7-27-05	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by	
as as corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement bbbs (San Andres) Unit, Lea County, New Itent"), and recorded in the Lea County Record, Page, provides that any own element) in any Tract in the Unit Area may join of the Unit Agreement; and	Mexico," Is of Lea ner of a	
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in cribed in said Unit Agreement;	the Unit	
parties to the Unit Agreement, the unders	consideration, including the mutual agreeme igned Royalty Owner hereby ratifies and a th respect to all of its interests in and to a	agrees to	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true	copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreeme ent.	nt on the	
•	Royalty Owner - (ANNA LOIS LYNCH TRUS	TEE) EVCOABLE TRU	S
	By: anna Lois Lynd	<u></u>	
	Printed Name:		
	Title:		
	Date:		
If in an individual capacity: STATE OF COUNTY OF			
	before me on,	2003, by	
•		, •	
	Notary Public, State of	 	
If acknowledgment is for a corporation: STATE OF COUNTY OF			
This instrument was acknowledged	before me on,	2003, by	
a corporation, on behalf of	said corporation.	······································	
	Notary Public, State of		
	riolary radiio, diate dr		

My Commission Expires:

If for a partnership: STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as partner	of, a
partnership, on behalf of said partnership.	, .
	Notary Public, State of
·	My Commission Expires:
•	
To Come the standard and a second since	
If for a limited partnership:	
STATE OFCOUNTY OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	of, general
partner of , a	limited partnership on behalf of said limited
partnership.	
•	
	Notary Public, State of
	My Commission Expires:
· ·	
If for a limited liability assurement	
If for a limited liability company: STATE OF	~
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as	of , a
limited liability company,	on behalf of said limited liability company.
	2111 6
	Notary Public, State of
	My Commission Expires:
<u>.</u>	
If for a trustoer	
STATE OF While home	
COUNTY OF COMMONCHE	
	$\bigcap_{i \in A} \bigcap_{i \in A} \bigcap_{i$
This instrument was acknowledged	
Unna Kow Kynch as Trustee	of UNIA Kow Lynch Revocalle Dillot
•	Mercian Luci
	h) I apa () a aras
	Notary Public, State of Opin homa
	My Commission Expires: 4004
	1 AAAA FAA

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;	
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (David Williams)	
	By: Found a Williams	
	Printed Name: David A Williams	
	Title:	
	Date: 10-23-03	
If in an individual capacity: STATE OF New Yorks COUNTY OF Los Champs		
This instrument was acknowledged	before me on October 23, 2003, by	
i	Notary Public, State of New Mexico My Commission Expires: March 1 2006	
If acknowledgment is for a corporation: STATE OF COUNTY OF	·	
	1. form 2002 .h	
as	before me on, 2003, by of,	
a corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
×	Royalty Owner - (ANNA LOIS LYNCH individually
	By: Anna Lois Lynch
	Printed Name:
	Title:
	Date:
If in an individual capacity: STATE OF OMONO COUNTY OF OMONO	
This instrument was acknowledged	Notary Public, State of ODJahoma My Commission Expires: 4/22/2004
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
as as corporation, on behalf of	said corporation.
	Notes Dublic Chate of
	Notary Public, State of

My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner – ()	
	Printed Name: Michele Martinez	
	Printed Name: Michele Martinez	
	Title:	
	Date: 3/20/03	
If in an individual capacity: STATE OF <u>California</u> COUNTY OF <u>Los Angeles</u>	•	
This instrument was acknowledged	before me on March 20, , 2003, by	
WENDY ESTEVEZ Commission # 1385334 Notary Public - California Los Angeles County My Comm. Expires Nov 18, 2006	Notary Public, State of California My Commission Expires: Nov. 18, 2006	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by of, said corporation.	
a corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hob dated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the obs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in tion of the Unit Agreement; and
in the Unit Agreement) may join in that cert for the East Hobbs (San Andres) Unit, Lea C "Unit Operating Agreement"), and recorded	provides that a Working Interest Owner (as defined tain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Oper Owner hereby ratifies and agrees to become Agreement with respect to all of its inter Agreement and Unit Operating Agreement as	onsideration, including the mutual agreements of the ating Agreement, the undersigned Working Interest a party to the Unit Agreement and Unit Operating tests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold at and Unit Operating Agreement shall be subject to tents.
The undersigned Working Interest Ov copy of the Unit Agreement and Unit Operati	wner hereby acknowledges receipt of a full and true ng Agreement.
IN WITNESS WHEREOF, each of the date set forth in said party's acknowledgment.	he undersigned has executed this agreement on the
1	Working Interest Owner - (BY: Jarle J. J. Printed Name: BURTRAM C. HOPKINS, II Title: TRUSTER, JULIE ANN HOPKINS TRUS Date: Marcy 4, 2003
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged be	pefore me on, 2003, by
	Notary Public, State of My Commission Expires:
•	

If acknowledgment is for a corporation:		
STATE OF COUNTY OF		
	hafana ma an	2002 hr
as	of	2003, by
This instrument was acknowledged as corporation, on behalf of	said corporation.	,
· ·		•
	Notary Dublic State of	
	Notary Public, State of	
		-
TCC 1:		
If for a partnership: STATE OF		
COUNTY OF		
This instrument was acknowledged as partner	before me on,	2003, by
partnership, on behalf of said partnership.	of, a	
1		
	N. C. C.	
	Notary Public, State of	
	My Commission Expires.	
To form a limited manter analysis.		
If for a limited partnership: STATE OF		
COUNTY OF	•	
	before me on,	
partner of , a	of limited partnership on behalf of sai	d limited
partnership.		
	N. D. I.I. G	
	Notary Public, State of	
•	My Commission Expires.	
If for a limited liability company:		
STATE OFCOUNTY OF		
This instrument was acknowledged	· · · · · · · · · · · · · · · · · · ·	2003, by
limited liability company	of , on behalf of said limited liability company	, a
minica hability company,	on bonair of said infinited habinty company	•
	Notary Public, State of	
	My Commission Expires:	
If for a trustee:		
STATE OF Julas		
COUNTY OF Dallas	-1	
This instrument was acknowledged	before me on March, 4	2003, by
Burtram C Hapkins, Tas Trustee	of Julie ann Hapkens Thust	, 2005, 07
	Maria	
NORMA SNEED	Notary Public, State of Verland	
NOTARY PUBLIC STATE OF TEXAS	My Commission Expires: 3-6	
My Comm. Exp. 03-06-06		

Development and Operation of the East Hobdated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersign	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner here the Unit Agreement.	eby acknowledges receipt of a full and true copy of
date set forth in said party's acknowledgement	
	Royalty Owner - (HELEN DEAN)
	By: Caraly Wardwell PDA for del Printed Name: CAROLYN WARDWELL DU
	Title: OUNER,
) 2 01 0 0
	Date: (3-21-03
If in an individual capacity: STATE OF NEVADG COUNTY OF Doug GS	
This instrument was acknowledged to Carolyn Wardtwell.	before me on March 21 , 2003, by
	Notary Public, State of Medicala My Commission Expires: 3-10-04
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	hefore me on 2003 by
	before me on, 2003, by
a corporation, on behalf of s	said corporation.
	Notary Public, State of
	My Commission Expires:

•	
Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	beby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - CARDLYN WARDWELL
	By: Carbyn Wardwill
	Printed Name PROWN WARDWELL
	Title: OWNER
	Date: $03-21-03$
If in an individual capacity: STATE OF Nevada COUNTY OF Douglas	
This instrument was acknowledged	before me on March 21, 2003, by
Carolyn TenBrink Notary Public - State of Nevada DOUGLAS COUNTY #00-60947-5 My Commission Expires Feb. 10, 2004	Notary Public State of Nevada My Commission Expires: 2-10-04
If acknowledgment is for a corporation; STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
a as as as	7
	Notary Public, State of My Commission Expires:
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (
	By: Speight
	Printed Name: JUNE D. SPEIGHT
	Title:
	Date:
If in an individual capacity: STATE OF	
This instrument was acknowledged	before me on 20 March, 2003, by
OFFICIAL SEAL FLC NE HENDERSON NOTARY BUBLIC - NEW MEXICO NOTARY BOND FILED WITH SECRETARY OF STATE If acknowled the secretary of state STATE OF	Notary Public, State of New Mexico My Commission Expires: 1-27-05
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:
	,

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
Royalty Owner - Ben m. Pollit	Timos	
By: SELF		
Printed Name: BEN M. COL	LETTI MD	
Title: OWNER.		
Title: OWNER. Date: MARCH 26 201	3	
If in an individual capacity: STATE OF		
This instrument was acknowledged before me on March 26 Ben M. Colletti MD DEBBIE L. PROCTOR Notary Public, State of Texas My Comm. Expires Aug. 4, 2004 My Commission Expires: Hug 4, 20	, 2003, by	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged before me on of as of a corporation, on behalf of said corporation.	, 2003, by	
Notary Public, State of		

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;	
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (Farfara)	
	By:	
	Printed Name: GENEVIEVE FERGASON COLLETTI	
	Title: QUINES	
	Date: $3 - 26 - 03$	
If in an individual capacity: STATE OF	before me on March 34, 2003, by	
DEBBIE L. PROCTOR Notary Public, State of Texas My Comm. Expires Aug. 4, 2004	Notary Public, State of 7, 1. My Commission Expires: Hug 4, 2004	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as		
as as corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

UNIEDEAC A	"State (For Wetselford Limit Timit A amount for the
Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - Lavona & Ealon
	Ву:
	Printed Name:
	Title:
	Date:
If in an individual capacity: STATE OF Michigan COUNTY OF Westford	
This instrument was acknowledged	before me on $March$ // , 2003, by
Juniary racina.	Notary Public, State of M, Chigan My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	Notary Public Wexford County, Michigan My Commission Expires April 2, 2006
	before me on, 2003, by
a as as as as as a corporation, on behalf of	of, said corporation.
	Notary Public State of

My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.	
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.	
Royalty Owner - (Mary J. Carker)	
By: Mary Jeannette Parker	
By: Mary Jeannette Garker Printed Name: MARY JEANNETTE PARKE	-R
Title: SELK	
Date: March 24, 2803	
If in an individual capacity: STATE OF Texas COUNTY OF Editor	
This instrument was acknowledged before me on March 24, 2003, by May Seanette, Parker.	
MARY ANN LUCIUS Notary Public, State of 10 10 10 10 10 10 10 10 10 10 10 10 10	
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged before me on, 2003, by as of,	
a corporation, on behalf of said corporation.	
Notary Public, State of	

My Commission Expires:

WORKING INTEREST OWNERS

EnerQuest Oil & Gas, Ltd.

By: EnerQuest Property Management, LLC

Sole general partner of EnerQuest Oil & Gas, Ltd.

Date: 2-14-03

Management, LLC

Address:

P.O. Box 11150

Midland, Texas 79702



ATTEST:

Lenda G. Bryden

Datocoruary 27, 2003

STATE OF TEXAS SCOUNTY OF MIDLAND

By: Laurie Juanita Scott

By: Laurie Juanita Acatt

Address: 10424 Morning Star Dr. NE.

Albuquerque Nh 87111

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Robert W. Floyd, President of EnerQuest Resources, LLC, a Texas limited liability company, on behelf of said limited liability company.

M. CRAIG CLARK
MY COMMISSION EXPIRES
August 22, 2005

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Robert W. Floyd, President of EnerQuest Property Management, LLC, a Texas limited liability company, as general partner of ENERQUEST OIL & GAS, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

M. CRAIG CLARK
MY COMMISSION EXPIRES
August 22, 2005

NOTARY PUBLIC-STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a rement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described by the control of the contr	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgeme	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Manyon of F Mank
	By:
	Printed Name: Margaret F Mauk Title: OWNER Date: 3-12-03
	Title: OWNEY
t.	Date: 3-12-03
If in an individual capacity: STATE OF COUNTY OF	before me on 2003, by Subject to Bearings Motary Public, State of Texas My Commission Expires: 2-11-06
	before me on, 2003, by
as as corporation, on behalf of s	of, said corporation.
	Notary Public, State of

My Commission Expires:____

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating	
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner - (BRUCE D. BROCKMAN)	
	By: Bru D. Brocken	
	Printed Name: BRUCE D. BROCKMAN	
	Title: OWNER Date: 3-20-03	
If in an individual capacity: STATE OF TEXAS COUNTY OF TARRANT		
This instrument was acknowledged BRUCE D. Brockman.	before me on MARCH 20, 2003, by	
BRENDA C. SAMUEL MY COMMISSION EXPIRES	Notary Public, State of	

KNOW ALL MEN BY THESE PRESENTS	•
Development and Operation of the East Holdated January 1, 2002 (the "Unit Agreement County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," t"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
Hoyt Elrod signs as Attorney-in-Fact for his wife, Pearlene Elrod, pursuant to Power of Attorney - attached hereto is a copy of such Power.	Royalty Owner - (ELROD) By: Haf w blood Printed Name: HONT WILLARD ELROD
	Title: HUSBAND/POWER OF A FIDENE
	Date: MARCH 20, 2002
If in an individual capacity: STATE OF TEXAS COUNTY OF ETADE This instrument was acknowledged	before me on March 20, 2002, by
KIM RIVERA NOTARY PUBLIC STATE OF TEXAS COMMISSION EXPIRES: AUGUST 23, 2005	Notary Public, State of Jenas My Commission Expires: 3005
If acknowledgment is for a corporation: STATE OF COUNTY OF	
- H.	
	before me on, 2002, by
a corporation, on behalf of s	
•	Notary Public, State of My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (NANCY L WILLMAN TYEE
	By: Manay L Willman Printed Name: NANCY L WILLMAN
	Printed Name: NANCY L WILLMAN
	Title: Trustom Date: 3/14/04
	Date: $3/14/04$
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by of, said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

If for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	003, by
as partner	of, a	
partnership, on behalf of said partnership.	before me on, 2	
·		
		-
	Notary Public, State of	
	My Commission Expires:	
		•
•		
If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	003, by
as	of,	general
partner of, a	limited partnership on behalf of said	limited
partnership.		
		-
	Notary Public, State of	
	My Commission Expires:	
If for a limited liability company:		
STATE OF	~	
COUNTY OF		
This instrument was acknowledged	before me on, 2	2003. by
as	of	, a
limited liability company,	, on behalf of said limited liability company.	
		_
	Notary Public, State of	_
	My Commission Expires:	
	1	
To form a tomortom.		
If for a trustee:	OY VERNON WILLMAN + NANCY L WI EVOCABLE TRUST dTd 6/18/84	LLMAN
STATE OF <u>NEW MEXICO</u> COUNTY OF LEA	EVOCABLE TRUST dTd 6/18/84	
COUNTY OF <u>LEA</u>		
This instrument was acknowledged	before me onMarch 14,, 2	2003 by
	of Roy Willman Trust B New	.oos, uy
as musice	or	
1	n	
	Toma faught	
	Notary Public, State of New Mexico	
	My Commission Expires: 1/25/04	-

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement bbbs (San Andres) Unit, Lea County, New Ment"), and recorded in the Lea County Records, Page, provides that any own element) in any Tract in the Unit Area may join of the Unit Agreement; and	exico," of Lea er of a
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the cribed in said Unit Agreement;	ne Unit
parties to the Unit Agreement, the unders	consideration, including the mutual agreemen igned Royalty Owner hereby ratifies and agonal the respect to all of its interests in and to all	rees to
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true	copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement ent.	t on the
	Royalty Owner - (A. Janette Laney Trus	st)
	$\rightarrow \rightarrow $	
	By: Janeto Laney	
	Printed Name: A deanette Lave	<u> </u>
	Title: Trustee	
	Date: March 17, 2003	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2	003, by
!		
	Notary Public, State of	.
If acknowledgment is for a corporation: STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2, 2, said corporation.	003, by
a corporation, on behalf of	said corporation.	······································
	Notary Public, State of	-

If for a partnership: STATE OF COLD TO		
COUNTY OF		
This instrument was acknowledged	before me on	003,
partnership, on behalf of said partnership.	, , ,	
	·	
•	Notary Public, State of	•
	My Commission Expires:	
•		
If for a limited northernia.		
If for a limited partnership: STATE OF		
COUNTY OF		
This instrument was a largered and	hafara ma an	ഫാ
i nis instrument was acknowledged	before me on, 2	υυ <i>ኃ</i> , gene
partner of, a	of, limited partnership on behalf of said	limi
partnership.	<u> </u>	
	Notary Public, State of	-
	My Commission Expires:	
If for a limited liability company: STATE OF COUNTY OF		
	before me on, 2	003,
limited liability company.	of, on behalf of said limited liability company.	
	, on committee and minimum macriticy company.	
	Notary Public State of	-
	Notary Public, State of	-
If for a trustee:		
If for a trustee: STATE OF UKansas		
STATE OF <u>(UKansas</u> COUNTY OF <u>Benton</u>		
STATE OF <u>UKansas</u> COUNTY OF <u>Benton</u>	before me on March 17 th, 2 of A. Jeans He Lanny Trust	003,
STATE OF (Whansas	before me on March 17 th, 2 of A. Jeaneth Lany Trust Omanda O. Kesner	003,
STATE OF <u>(UKansas</u> COUNTY OF <u>Benton</u>	before me on March 17 th , 2 of A. Jeaneth Lang Trust Omanda of Kesnev Notary Public, State of Ontansas	003,

OFFICIAL SEAL AMANDA J. KESNER NOTARY PUBLIC-ARKANSAS BENTON COUNTY MY COMM. EXPIRES 9 / 24 / 2007

Development and Operation of the East Hob dated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the obs (San Andres) Unit, Lea County, New Mexico," at"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a rement) in any Tract in the Unit Area may join in the fof the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts described	ed is a Royalty Owner (as defined in the Unit ribed in said Unit Agreement;
parties to the Unit Agreement, the undersig	onsideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to h respect to all of its interests in and to all of the
The undersigned Royalty Owner here the Unit Agreement.	eby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the date set forth in said party's acknowledgement	he undersigned has executed this agreement on the nt.
·	Royalty Owner - (Paul T. Rawlings)
. 1	By: Paul J Rowlings Printed Name: Paul T. Rawlings Title: Royalty-Owner
1	Printed Name: Paul T. Kawlings
•	Title: Koyalty-Owner
	Date: $3/15/2003$
If in an individual capacity: STATE OF	(0
This instrument was acknowledged the Lawlings.	pefore me on 1000 15, 2003, by
ì	Ni hunoon lake
B /8/ A WAI	Notary Public, State of Toxos My Commission Expires: Nov.10, 200
If acknowledgment is for a corporation: STATE OF	
COUNTY OF	
This instrument was acknowledged by	before me on, 2003, by
a as corporation, on behalf of s	aid corporation.
	Notary Public, State of My Commission Expires:
	wry Commission Expires:

WHEREAS, an Agreement entitled Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreemed County, New Mexico in Volume Working Interest (as defined in the Unit Agreement by execution of a ratific	obbs (San Andresent"), and recorde, Page greement) in any) Unit, Lea County, New d in the Lea County Reconnection, provides that any of Tract in the Unit Area re	v Mexico," ords of Lea owner of a
WHEREAS, said Agreement further in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorded Mexico in Volume, Page by Agreement; and	ertain agreement e County, New Me ed in the Lea Cou	entitled "Unit Operating exico" dated February 14 unty Records of Lea Co	Agreement , 2003 (the bunty, New
WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	d is a Working In	nterest Owner in and und	ler the Unit
NOW, THEREFORE, for adequate of parties to the Unit Agreement and Unit Open Owner hereby ratifies and agrees to become Agreement with respect to all of its into Agreement and Unit Operating Agreement estate that is described in the Unit Agreement all of the terms and provisions of said agree	erating Agreemen he a party to the U erests in and to and agrees that it ent and Unit Oper	t, the undersigned Work Jnit Agreement and Uni- all Tracts described in s interest in the lands an	ing Interest t Operating said Unit d leasehold
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	•	nowledges receipt of a f	ull and true
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	-	has executed this agreer	nent on the
	Working Interes	t Owner – (Lone Star	r Oil &)Gas, Inc
		2	_
	By:		
	Printed Name:	Mark L. Branum	
<u>.</u>	Title:	Vice-President	- ,, _ ,
	Date:	March 18, 2003	· ·
If in an individual capacity: STATE OF COUNTY OF			
This instrument was acknowledged	before me on		_, 2003, by
	Notary Public, S My Commission	tate of	

If acknowledgment is for a corporation: STATE OF Texas		
COUNTY OF Midland		
This instrument was acknowledged	before me onMarch 18,	2003. by
Mark L. Branum as Vic	ce-President of Lone Star Oil	& Gas,,
a <u>Texas</u> corporation, on behalf of	said corporation.	
MARY ANN CATHEY	Translim Cather	•
Notary Public, State of Texas My Commission Expires	Notary Public, State of Texas	
October 17, 2003	My Commission Expires: 10-17-03	3
If for a mark and in		
If for a partnership: STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
as partner partnership, on behalf of said partnership.	of, a	
particising, on ochair or said particising.		
	Notary Public, State of	_
	My Commission Expires:	Note:
If for a limited partnership:		
STATE OFCOUNTY OF		
This instrument was acknowledged	before me on,	2003, by
as	of	, general
partner of, a partnership.	limited partnership on behalf of said	i iimited
F		
	Notary Public, State of	
	My Commission Expires:	_
If for a limited liability company:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	hefore me on	2003 by
as	before me on,	, a
limited liability company,	on behalf of said limited liability company.	
	Notary Public, State of	
	My Commission Expires:	
70.0		
If for a trustee:		
STATE OFCOUNTY OF		
This instrument was acknowledged	before me on,	2003, by
as Trustee	of	
	Notary Public State of	,

My Commission Expires:___

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorder	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to become Agreement with respect to all of its inte Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the crating Agreement, the undersigned Working Interest is a party to the Unit Agreement and Unit Operating crests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold int and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest C copy of the Unit Agreement and Unit Opera	owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the t.
	Working Interest Owner – ()
	By: Duyles I. fletaller
1	Printed Name: DOUGLAS H. CHRISTENSEN
* • •	Title:
	Date: MAR 1 8 2003
If in an individual capacity: STATE OF TEXAS COUNTY OF MIDLAND	
This instrument was acknowledged DOUGLAS H. CHRISTENSEN PATSY CHILDRESS NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 08-06-2005	before me on MARCH 18 , 2003, by Alay helds 18 Notary Public, State of TEXAS My Commission Expires: 08-06-05

WHEREAS, an Agreement entitled and Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume_ Working Interest (as defined in the Unit Agreement by execution of a ratification.")	nt"), and recorded in the Lea County Record , Page, provides that any ow greement) in any Tract in the Unit Area ma	Mexico,". Is of Lea ner of a
WHEREAS, said Agreement further in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorded Mexico in Volume, Page by Agreement; and	County, New Mexico" dated February 14, 2 d in the Lea County Records of Lea Cour	greement 2003 (the aty, New
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under	the Unit
NOW, THEREFORE, for adequate of parties to the Unit Agreement and Unit Open Owner hereby ratifies and agrees to become Agreement with respect to all of its interestate that is described in the Unit Agreement all of the terms and provisions of said agreement.	e a party to the Unit Agreement and Unit Corests in and to all Tracts described in stand agrees that its interest in the lands and lint and Unit Operating Agreement shall be stand to the stand of the	g Interest Operating aid Unit leasehold
The undersigned Working Interest Copy of the Unit Agreement and Unit Operation	owner hereby acknowledges receipt of a full ting Agreement.	and true
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreeme t.	nt on the
	Working Interest Owner – (`
	TEXLAND LIMITED PARTNERSHIP I By: Texland Permian L.L.C., Genera By: Texland Betroleum L.P., Manage By:	l Partner
	Printed Name: James H. Wilkes	
:	James H. WIIAES	
	Title: President and COO	
	Date: March 17, 2003	
		;
If in an individual capacity: STATE OF	•	
COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
	N.A. P. L. C. C.	_
	Notary Public, State of My Commission Expires:	

This instrument was acknowledged	before me on, of, said corporation.	2003, by
asas	of	
corporation, on behan or	Said Corporation.	
	Notary Public, State of	
	My Collinission Expires.	
f for a partnership:		
STATE OF		
This instrument was acknowledged	before me on	, 2003, b
as partner partnership, on behalf of said partnership.	r of, a	
tarthership, on behalf of said partnership.		
		····
	Notary Public, State of	
	My Commission Expires:	
James H. Wilkes as Presi	d before me on <u>March 17</u> Ident & COO OfTexland Permian LLC	
partner of Texland Limited 2 Texas partnership. MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006	limited partnership on behalf of sa Magazet State of Notary Bublic, State of My Commission Expires:	id limite
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF	limited partnership on behalf of sa Notary Public, State of	id limite
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF	limited partnership on behalf of sa Magazet	id limite
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged	limited partnership on behalf of sa Magasel Settle Partnership	id limite
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as	limited partnership on behalf of sa Magasel Letter Notary Public, State of My Commission Expires: d before me on of	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as	limited partnership on behalf of sa Magasel Settle Partnership	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as	limited partnership on behalf of sa Magaze Lettle	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as	limited partnership on behalf of sa Magaze Letate	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as	limited partnership on behalf of sa Magaze Lettle	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as limited liability company	limited partnership on behalf of sa Magaze Letate	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as limited liability company If for a trustee: STATE OF STATE OF	limited partnership on behalf of sa Magaze Letate	, 2003, b
MARGARET L. NEITLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as limited liability company If for a trustee: STATE OF STATE OF	limited partnership on behalf of sa Magaze Letate	, 2003, b
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as limited liability company If for a trustee: STATE OF COUNTY OF This instrument was acknowledged as In the liability company	limited partnership on behalf of sa Magaze Letate	, 2003, b
Notary Public, State of Texas My Commission Expires August 13, 2006 If for a limited liability company: STATE OF COUNTY OF This instrument was acknowledged as limited liability company If for a trustee: STATE OF COUNTY OF This instrument was acknowledged as limited liability company	limited partnership on behalf of sa Dagas Letter Notary Public, State of My Commission Expires:	, 2003, b

Development and Operation of the East dated February 14, 2003 (the "Unit Agre County, New Mexico in Volume	led "State/Fee Waterflood Unit, Unit Agreement for the Hobbs (San Andres) Unit, Lea County, New Mexico," ement"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a t Agreement) in any Truct in the Unit Area may join in tification of the Unit Agreement; and
in the Unit Agreement) may join in that for the East Hobbs (San Andres) Unit, I "Unit Operating Agreement"), and reco	ther provides that a Working Interest Owner (as defined a certain agreement entitled "Unit Operating Agreement Lea County, New Mexico" dated February 14, 2003 (the orded in the Lea County Records of Lea County, New Lea County artification of the Unit Operating
WHEREAS, each of the undersig Agreement and Unit Operating Agreeme	gned is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit of Owner hereby ratifies and agrees to bee Agreement with respect to all of its Agreement and Unit Operating Agreement	the consideration, including the mutual agreements of the Operating Agreement, the undersigned Working Interest come a party to the Unit Agreement and Unit Operating interests in and to all Tracts described in said Unit cent and agrees that its interest in the lands and leasehold ement and Unit Operating Agreement shall be subject to recements.
The undersigned Working Interecopy of the Unit Agreement and Unit Op	at Owner hereby acknowledges receipt of a full and true perating Agreement.
IN WITNESS WHEREOF, each date set forth in said party's acknowledge	of the undersigned has executed this agreement on the ment.
	Working Interest Owner - ()
	By: Janes & Mildo
	Title:
	Date: 3-13-03
If in an individual capacity: STATE OF Letas COUNTY OF Jacquer This instrument was acknowled Blura Mulkey.	ged before me on <u>March 13</u> , 2003, by
DEBRA MULKEY Notary Public, State of Texas	Notary Public, State of Sexus My Commission Expires: 9-12-06

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Working Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and		
WHEREAS, each of the undersigned is a Working Interest Owner in and under the Unit Agreement and Unit Operating Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – ()	
	By: Halen E. Summ	
	Printed Name: Garday E. Sommes	
	Title:	
	Date: 14 19AVC12 2003	
If in an individual capacity: STATE OF Tefar COUNTY OF Tarant		
This instrument was acknowledged	before me on <u>March 17</u> , 2003, by	
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006	Magazet S Vellel S Notary Prolic, State of My Commission Expires:	

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Working Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and		
WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the nt.	
	Working Interest Owner – ()	
	By: Michael & Chan	
± **	Printed Name: MICHAEL E Chapman	
4	Title:	
	Date: 3-14-2003	
If in an individual capacity: STATE OF		
This instrument was acknowledged Michael 6. Chapma	before me on Maich 17, 2003, by	
	Margaret & Hetelow	
MARCA	Notary Public, State of My Commission Expires:	
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2004 Mid: ASHERMA 2003-344 000002 17 4395.1		

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and		
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – ()	
	Printed Name: Keith W. Davis	
	Tidles	
	Date: march 11, 2003	
If in an individual capacity: STATE OF COUNTY OF avant		
This instrument was acknowledged Kith W. Davis.	before me on <u>March 17</u> , 2003, by	
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006	Magaret & Metablo Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

Mid: ASHERMAN\007544\000002\314395.T

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and		
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – ()	
	By: Say Phillips Printed Name: GARY PHILLIPS	
	Title:	
	Date: 3/12/03	
If in an individual capacity: STATE OF Tefas COUNTY OF Tauart This instrument was acknowledged Sary Phillips	before me on <u>March 17</u> , 2003, by	
	Margaret Stellet	
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires August 13, 2006	Notary Public, State of My Commission Expires:	

对名等的**类**系统。第二次(4

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and		
WHEREAS, each of the undersigned is a Working Interest Owner in and under the Unit Agreement and Unit Operating Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – ()	
	By: William F PENDLETON	
ì	Title:	
If in an individual capacity: STATE OF Terfas COUNTY OF Tanat	•	
This instrument was acknowledged William J. Pardleto.	before me on March 17, 2003, by	
	Mayaset & Melleto Notary Public, State of	
MARGARET L. NETTLETON Notary Public, State of Texas My Commission Expires	My Commission Expires:	

August 13, 2006

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a element) in any Tract in the Unit Area may join in the n of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - (Sugarberry Land Company	
	0 1 1	
	By: Fun Weelm	
	Printed Name: Louis A. Beecherl, III	
	Title: Vice President	
	Date: March 17, 2003	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged before me on, 2003, by		
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF TEXAS		
COUNTY OF DALLAS		
	before me on March 17, 2003, by	
Louis A. Beecherl, III as Vice a Texas corporation, on behalf of		
William.	R Albana I	
SUSAN HAYES Notary Public State of Texas	Notary Public, State of Texas (Susan Hayes)	
Commission Expires	My Commission Expires: 08/16/2004	

AUGUST 18, 2004

Development and Operation of the East He dated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreement on the ent.	
	Royalty Owner - (Molar Family PARTNETS SHIP	
	By: Molaig -	
	Printed Name: R.S. McCAIG-	
	Title: MANAGING PARTNETZ	
	Date: 3-13-03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
COUNTY OF		
This instrument was acknowledged as	I before me on, 2003, by, said corporation.	
a corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	
	112) Commission Expires.	

WHEREAS, an Agreement entitled "State/Fee Development and Operation of the East Hobbs (San Adated February 14, 2003 (the "Unit Agreement"), and recounty, New Mexico in Volume, Page Royalty Interest (as defined in the Unit Agreement) in a Unit Agreement by execution of a ratification of the Unit Agreement of the Unit Agreem	ecorded in the Lea County, New Mexico," provides that any owner of a may Tract in the Unit Area may join in the
WHEREAS, each of the undersigned is a F Agreement) in one or more of the Tracts described in sa	• •
NOW, THEREFORE, for adequate consideration parties to the Unit Agreement, the undersigned Royal become a party to the Unit Agreement, with respect Tracts described in said Unit Agreement.	lty Owner hereby ratifies and agrees to
The undersigned Royalty Owner hereby acknown the Unit Agreement.	wledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the undersidate set forth in said party's acknowledgement.	gned has executed this agreement on the
Royalty O	wner-William C. Humple
Ву:	
Printed Na	me: William C. Humble
Title:	
Date:	
If in an individual capacity: STATE OF Letas COUNTY OF Sterling	
This instrument was acknowledged before me william JOY W MANNING NOTARY PUBLIC State of Texas My Comm. Exp. 01-23-2005	on March 1/, 2003, by March 1/, 2003, by Mic, State of
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged before me as corporation, on behalf of said corpor	on, 2003, by, ation.
	blic, State of

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Working Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and
WHEREAS, each of the undersigned is a Working Interest Owner in and under the Unit Agreement and Unit Operating Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.
Working Interest Owner – ()
By: ADNE KEY DAVIS Printed Name: ANNE KEY DAVIS
Title: WORKING INTEREST OWNER
Date: 3/12/03

If in an individual capacity: STATE OF _CALIFORNIA COUNTY OF _ RIDERSIDE
This instrument was acknowledged before me on MARCH 12, 2003, by Anne Key DAUIS
OFFICIAL SEAL VICKI L STINSON COMM #1328354 Notary Public - California RIVERSIDE COUNTY My Commission Expires NOVEMBER 4, 2005 NO STINSON COMM #1328354 Notary Public, State of CALIFORNIA My Commission Expires: NOVEMBER 4, 2005

12.0		
Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a element) in any Tract in the Unit Area may join in the of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent. Royalty Owner – (Usein a Minaria)	
	Contract of the contract of th	
	By:	
	Printed Name:	
	Title:	
	Date:	
If in an individual capacity: STATE OF THE TOTAL Michiga COUNTY OF Westford This instrument was acknowledged Virginia Muingard If acknowledgment is for a corporation: STATE OF COUNTY OF This instrument was acknowledged as	Notary Public, State of Wichigan My Commission Expires: ESTHER E. ASHBAY Notary Public Wexford County, Michigan My Commission Expires April 2, 2006	
a as		
•	Notore Dublic State of	
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (Vary Vergenea Gells	
	Ву:	
	Printed Name: Marky Virginia 9. 565 Title: Council Date: 3-7-03	
	Title: (Quonu)	
,	Date: 3-7-03	
If in an individual capacity: STATE OF OKLAHOM A COUNTY OF TILLMAN LA. Was instrument was acknowledged MADE FIRM NIA GIBBS PUBLIC MADDROR MAN CO MAN MAN MAN CO MAN MAN MAN MAN MAN MAN MAN MA	before me on 1th march, 2003, by Cause a Stroday Notary Public, State of OKLAHOMA My Commission Expires: 10-18-06 # 0207688	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as corporation, on behalf of	before me on, 2003, by,	
a corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent. Royalty Owner - Royal	
If in an individual capacity: STATE OF		
This instrument was acknowledged Kita Joyne Store.	Notary Public, State of <u>Oklaham</u> My Commission Expires: 1-14-07	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by of, said corporation.	
a corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	creby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreement on the ent.
•	Royalty Owner - (Deborah A. Smith)
	By: Deborah a. Smith
	Printed Name: Deborah A. Smith
	Title:
4	Date: 3-7-03
If in an individual capacity: STATE OF TEXAS COUNTY OF TOWNOR	
This instrument was acknowledged	before me on March 7, 2003, by
Deborah a. Shuth	
PAT COOKE MY COMMISSION EXPIRES February 22, 2006	Notary Public, State of TEXAS My Commission Expires: 2 22-06
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
a as as as as on behalf of	said corporation.
	Notony Public State of
	Notary Public, State of My Commission Expires:
	J

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea			
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;				
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.				
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true copy of			
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	Royalty Owner – (Becker)			
	By: Elmen R Beebe Printed Name: Elmen R Beebe			
	Title:			
	Date:			
If in an individual capacity: STATE OF New Mexico COUNTY OF San Juan				
El Mer R. Belbe	Notary Public, State of New My Commission Expires: 1/- 26-05			
If acknowledgment is for a corporation: STATE OF COUNTY OF				
This instrument was acknowledged	before me on, 2003, by,			
a corporation, on behalf of	said corporation.			
	Notary Public, State of My Commission Expires:			

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico, ent"), and recorded in the Lea County Records of Le, Page, provides that any owner of eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	a a
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in the Unscribed in said Unit Agreement;	it
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	to
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of	of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreement on the	ıe
	Royalty Owner - (P.T. Matthews, Trost	
	By: Layer M. Matthews	
	Printed Name: Loyce M. MATTheus	
	By: Layer M. Matthews Printed Name: koyce M. MATThews Title: Trustee	
	Date: 3-03-03	
If in an individual capacity: STATE OF COUNTY OF		
	before me on, 2003, b	у
Y		
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, 2003, t	эу
a corporation, on behalf of	before me on, 2003, to, said corporation.	_,
	Notary Public, State of My Commission Expires:	

If for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	2003, by
as partner	of, a	
partnership, on behalf of said partnership.		
•		_
	Notary Public, State of	_
	My Commission Expires:	-
If for a limited partnership:		
STATE OF		
COOK! 1 OF		
This instrument was acknowledged	before me on,	2003, by
as	of, limited partnership on behalf of said	general
partner of, a	limited partnership on behalf of said	limited
partnership.		
	Notary Public, State of	
	My Commission Expires:	_
If for a limited liability company:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	hefore me on	2002 by
as	before me on,	2003, by
	, on behalf of said limited liability company.	
	N D. I.V. G C	_
	Notary Public, State of	
	wy commission Expires.	
4		
If for a trustee:		
STATE OF <u>Oklahoma</u> COUNTY OF Till man		
THE THE REAL PROPERTY OF THE PERTY OF THE PE		
This instrument was acknowledged	of P.T. Matthews Trust	2003, by
Loyce M. Matthews as Trustee	of V.T. Matthews Trust	
	Ship Allow	
	Notary Public, State of OK la koma	
	My Commission Expires: 1-29-04	_
	NOTARY PUBLIC NO. 99020558	
	TILLMAN COUNTY STATE OF OKLAHOMA	
	COMM. EXPIRES JANUARY 29, 20 04	

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico, ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	a a
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unicribed in said Unit Agreement;	t
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the	0
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy o	f
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the	е
	Royalty Owner - (Loyce M. MATThews, Trus	<i>,</i> †
	By: Layer M. Matthews	
•	By: Layee M. Matthews Printed Name: Loyce M. MATThews Title: Trustee	
	Title: Trustee	
	Date: 3-03-03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	У
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, 2003, b	у
a corporation, on behalf of	said corporation.	_,
	Notary Public, State of My Commission Expires:	

If for a partnership:		
STATE OF		
CODMIT OF		
This instrument was acknowledged	before me on, 20	003, by
as partner	of, a	· · · · · · ·
partnership, on behalf of said partnership.		
		. *
	Notary Public, State of	
	My Commission Expires:	,
	-	
IS Some a limited manufacture.		
If for a limited partnership:		
STATE OF		
This instrument was acknowledged	before me on, 2	003, by
as	of, limited partnership on behalf of said	general
partner of, a	limited partnership on behalf of said	limited
partnership.		
	Notary Public, State of	-
	My Commission Expires:	•
If for a limited liability company:		
STATE OFCOUNTY OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	003. by
as	of	, a
limited liability company,	on behalf of said limited liability company.	
	N. B.I.	-
	Notary Public, State of	
	My Collinission Expires.	
If for a trustee:		
STATE OF <u>OKLAHOM A</u>		
COUNTY OF TIMMAN		
This instrument was acknowledged	hefore me on March 2	003 by
Love of Mathemas as Trustee	of Loyce M. Matthews Trust	.003, by
as Trustee	or zovec me mattews trast	
	7.1	
	Surly abbatt	_
	Notary Public, State of Oklahoma	-
	My Commission Expires: 1-29-04	
	NOTARY PUBLIC NO. 99020556	
	TILLMAN COUNTY STATE OF OKLAHOMA COMM. EXPIRES JANUARY 29, 20 <u>04</u>	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	rprovides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgment	the undersigned has executed this agreement on the at.
	Working Interest Owner - (DINGUS INVESTINE) 13, INC By: Printed Name: NFDINGUS Title: PRESIDENT Date: 13, 2003
If in an individual capacity: STATE OF COUNTY OF	
	before me on, 2003, by
	Notary Public, State of My Commission Expires:

If acknowledgment is for a corporation:		
COUNTY OF William		
This instrument was acknowledged	before me on Ward 18 said corporation.	, 2003, by
W. F Dincus as Pre	redent of Dingues ance	Inest,
corporation, on behalf of	said corporation.	,
		•
	Shere d. Thathe	elen
SHERYL S. NEATHERLIN	Notary Public, State of Tenange	-
Notary Public, State of Texas Commission Expires 05-05-2005	My Commission Expires: 05/05/	<u>2</u> ∞5
(C.C., and a control of the control		
f for a partnership:		
STATE OF		
This instrument was acknowledged	before me on	, 2003, by
	of, a	
partnership, on behalf of said partnership.		
	Notary Public, State of	
	My Commission Expires:	
If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on	, 2003, by
as	of	_, general
partner of, a	limited partnership on behalf of sa	id limited
partnership.		
	Notary Public, State of	
	My Commission Expires:	
	wy commission Expires.	
If for a limited liability company:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me onof	, 2003, by
limited lightlity company	ofon behalf of said limited liability company	, a
minted habinty company,	, on behan of said ininted habinty company	/·
	Notary Public, State of	
	My Commission Expires:	
	-	
If for a trustee:		
STATE OF		
COUNTY OF		•
OTILIA I SAN	1.0	••••
I his instrument was acknowledged	before me on	, 2003, by
as Trustee	01	
	Notary Public, State of	
	My Commission Expires:	
	* * * * * * * * * * * * * * * * * * *	

•	
Development and Operation of the East Hoble dated February 14, 2003 (the "Unit Agreemen County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the bs (San Andres) Unit, Lea County, New Mexico," t"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ment) in any Tract in the Unit Area may join in the of the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts described to the tracts descr	ed is a Royalty Owner (as defined in the Unit ribed in said Unit Agreement;
parties to the Unit Agreement, the undersig	onsideration, including the mutual agreement of the med Royalty Owner hereby ratifies and agrees to a respect to all of its interests in and to all of the
The undersigned Royalty Owner here the Unit Agreement.	by acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the date set forth in said party's acknowledgement	he undersigned has executed this agreement on the
F	Royalty Owner - (Mathew J. Parsley) By: Tarsley Printed Name: Mathew J. Tarsley
7	Γitle:
. I	Date: 3-18-03
If in an individual capacity: STATE OF COUNTY OF	
SUEDVI O MENT	Notary Public, State of
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	oefore me on, 2003, by of, aid corporation.
	•
	Notary Public, State of My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	rprovides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the at.
	Working Interest Owner - (Parsley Resources, Inc.)
	By: Mathew of Parsley
	Printed Name: Matthew J. Parsley
• · · · · · · · · · · · · · · · · · · ·	Title: President
	Date: 3-18-03
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:

f acknowledgment is for a corporation: STATE OF		
COUNTY OF Milland		
This instrument was acknowledged	before me on March 18 said corporation.	_, 2003, by
Juthen of Paraley as Pre	esident of Pushey Bes	oulles,
corporation, on behalf of	said corporation.	,
	Should Jour	Therlen
SHERYL S. NEATHERLIN	Notary Public, State of July	
Notary Public, State of Texas	My Commission Expires: 05/05/2	<u>~5</u>
My Commission Expires 05-05-2005		
f for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on	, 2003, by
as partner	of, a	
partnership, on behalf of said partnership.		
	Notary Public, State of	
	My Commission Expires:	
If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on	, 2003, by
as	OI	, general
partner of, a	limited partnership on behalf of s	said limited
partnership.		
	Notary Public, State of	
	My Commission Expires:	
If for a limited liability company:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on	, 2003. bv
as	before me onof	, a
limited liability company,	on behalf of said limited liability compar	ıy.
	Notary Public, State of	
	My Commission Expires:	
If for a trustee:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	hefore me on	2002 5
as Trustee	of	_, 2003, by
	Notary Dublic State of	
	Notary Public, State of My Commission Expires:	
	A A A A A A A A A A A A A A A A A A	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.	
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.	
Royalty Owner - George M. Young, Sr. Royalty Owner - (Marshall R. Young Oil Co.	
George M. Young, Sr. By: MMD	
OWNER Printed Name: J. G.Wilson	
MARCH 5, 2003 Title: Vice President	
Date: MARCH 5, 2003	
If in an individual capacity: STATE OF COUNTY OFTARRANT	
This instrument was acknowledged before me onMarch 5, 2003, by George M. Young, Sr	
If acknowledgment is for a corporation: STATE OFTEXAS COUNTY OFTARRANT	
This instrument was acknowledged before me on	0.

Mid: ASHERMAN\007544\000002\314392.1

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	4
	Royalty Owner - Jeanning Company Syron
	By:
	Printed Name: Jeannine Hooper Byron
	Title: Owner
	Date: March 5, 2003
If in an individual capacity: STATE OF NEW MEXICO COUNTY OF CHAVES	
This instrument was acknowledged TEANNING HOOPER BYRON	before me on
	Notary Public, State of New Moders My Commission Expires: 4-3-03
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
This instrument was acknowledged before me on, 2003, by as of, a corporation, on behalf of said corporation.	
	Notary Public. State of

My Commission Expires:

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and	
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner – (
	Title: Owner	
	Date: March 4, 2003	
If in an individual capacity: STATE OFNEW_MEXICO COUNTY OFLEA		
This instrument was acknowledged	before me on <u>March 4,,2003</u> , 2003, by	
- JU JOH ISON -	Notary Public, State of New Mexido My Commission Expires: 6-14-2006	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
as of, a corporation, on behalf of said corporation.		
	Notary Public, State of	
	My Commission Expires:	

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a germent) in any Tract in the Unit Area may join in the n of the Unit Agreement; and	
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (Bandera Minerals III ,440	
	By: Muhuma	
	Printed Name: M.G. Whitmise	
	Title: Managing Member	
	Date: 3.11.03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
f	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
a corporation, on behalf of said corporation.		
	Notary Public, State of My Commission Expires:	

If for a partnership:	
STATE OF	
This instrument was acknowledged as partner	before me on
partnership, on behalf of said partnership.	, , , , , , , , , , , , , , , , , , , ,
	Notary Public, State of My Commission Expires:
	wy Commission Expires.
If for a limited partnership:	
STATE OFCOUNTY OF	
This instrument was acknowledged	before me on
partner of, a	limited partnership on behalf of said limited
partnership.	
	Notary Public, State of My Commission Expires:
	wry Commission Expires.
If for a limited liability company: STATE OF OKlahoma COUNTY OF Tulsa	
This instrument was acknowledged M.G. Whitney as Mai Oklahand limited limiting company	before me on March 11th, 2003, by aging Member of Bardera Mineraus III, 14c., a on behalf of said limited liability company. Notary Public, State of Oklahoma
PUBLIC IN AND FOR STATE OF	Notary Public, State of OKlahoma My Commission Expires: 11.6.03
If for a trustee: STATE OF COUNTY OF	,
This instrument was acknowledged as Trustee	before me on, 2003, by of
•	Notary Public, State of My Commission Expires:
	171) Commission Expires.

DURABLE POWER OF ATTORNEY

- I, Vera N. Laney (principal), of Tillman County, Oklahoma, hereby appoint Loyce Matthews, as my attorney-in-fact. Such attorney-in-fact is hereinafter referred to as my agent within the body of this instrument, to have the following powers to be exercised in my name and for my benefit:
- 1. <u>Effective Date</u>. The grant of power herein made shall be effective immediately upon execution.
- 2. Resignation of Agent(s). Any agent named in this Power of Attorney may resign by giving notice thereof in writing ten days in advance of the effective date of such resignation. Such notice shall be delivered to the next-named successor agent under this Power, or to my spouse if no successor agent is named or then living, or if I have no spouse or if my spouse is the resigning agent, then to a person who would be my heir-at-law if I had died immediately prior to the date of the notice of resignation. No resigning agent shall incur any liability by reason of such resignation as to any matter pending at the time of the notice as to which the successor agent accepts responsibility.
- 3. <u>General Powers of My Agent</u>. My agent may perform any act or exercise any power, duty or right that I may have or acquire in the future with regard to the transfer of my property, whether real or personal, tangible or intangible, which I now own or which I subsequently acquire.
- 4. <u>Enumeration of Specific Powers</u>. While not in any way restricting the powers of my agent to carry out the terms of this durable power of attorney, the following powers are set forth to provide guidance as to some of the specific powers granted by me to my agent:

My agent may convey real or personal property, whether tangible or intangible, or any

interest therein.

My agent may receive and endorse checks and drafts, deposit and withdraw funds, acquire and redeem certificates of deposit in banks, savings and loans and other financial institutions.

My agent may execute or release mortgages, deeds of trust or other security agreements as may be necessary to accomplish the purpose of this durable power of attorney.

My agent may apply for, endorse and transfer certificates of title for any motor vehicle.

My agent may endorse, convey and otherwise transfer all business interests that I may now own or hereafter acquire.

My agent may have access to any safe deposit box rented by me and remove the contents of such safe deposit box, and any institution in which a safe deposit box is located shall be relieved of any liability to me, my heirs or assigns, as a result of my agent's exercise of this power.

My agent may sell, convey, lease, lease for oil and gas mining purposes, or mortgage my homestead and I personally waive any rights incidental to said real property, including homestead rights. This authority specifically grants my agent power to sell Lot Eleven (11) in Block Twenty-four (24) in Hill's Addition to the Town of Hobart, Oklahoma, according to the recorded plat thereof.

5. My Disability. This durable power of attorney shall not be affected by subsequent disability or incapacity of the principal or by lapse of time.

- Tax Returns. My agent shall have the authority and power to prepare, execute and file reports, returns, declarations, forms and statements for any and all tax purposes, including income, gift, real estate, personal property, intangibles tax, single business tax, or any other kind of tax whatsoever, to pay such taxes and any interest or penalty thereon or additions thereto; to make and file objections, protests, claims for abatement, refund or credit in relation to any such tax proposed, levied or paid; to represent me and to institute and prosecute proceedings in court or before any administrative authority to contest any such tax in whole or in part or for recovery of any amount paid in respect of any such tax, to defend or settle any amount paid in respect of any such tax, to give full and final receipt for any refund or credit and to endorse and collect any check or other voucher therefor; to pay any and all such taxes and any interest, penalty, or other additional amounts, to employ attorneys, accountants or other representatives and grant powers of attorney or letters of appointment thereof for any of the purposes aforesaid.
- 7. <u>Disclaimers</u>. My agent shall have the authority and power to execute a disclaimer on my behalf, if my agent deems the execution of such disclaimer to be in the best interests of my estate for tax purposes.
- 8. <u>Employment of Agents</u>. My agent shall have the authority and power to employ and compensate agents, accountants, attorneys, real estate brokers and other professional assistance; to retain and compensate such persons for services rendered; and to waive any attorney-client privilege.
- 9. <u>Motor Vehicles</u>. My agent shall have the authority and power to apply for a Certificate of Title upon, and endorse and transfer title thereto, for any automobile, or other motor vehicle, and to represent in such transfer assignment that the title to said motor vehicle is free and clear of all liens and encumbrances except those specifically set forth in such transfer assignment.
- 10. <u>Settlement Powers</u>. My agent shall have the authority and power to adjust, settle, compromise or submit to arbitration any accounts, debts, claims, demands, disputes or matters which are now subsisting or may hereafter arise between me or my agent and any other person or persons, or in which any property right, title, interest, or estate belonging to or claimed by me may be concerned.

- 11. <u>Legal Actions</u>. My agent shall have the authority and power to commence, prosecute, enforce or abandon, or to defend, answer, oppose, confess, compromise or settle all claims, suits, actions, or other judicial or administrative proceedings in which I am or may hereafter be interested, or in which any property right, title, interest or estate belonging to, coming to, or claimed by me may be concerned.
- 12. Receive Notice and Process. My agent shall have the authority and power to receive and accept service of all types of legal process and notices on my behalf, with the same effect as if such process or notice had been served on me personally, provided that my agent shall have a duty to act with respect to any process or notice directed to me and served on my agent.
- 13. Social Security and Government Benefits. My agent shall have the authority and power to make application to any governmental agency for any benefit or government obligation to which I may be entitled; to endorse checks or drafts made payable to me from any government agency for my benefit, including any Social Security checks.
- 14. <u>Close Transactions</u>. My agent shall have the authority and power to complete and close any transaction entered into by me or my agent pursuant to this Power.
- 15. <u>Personal and Medical Care</u>. My agent shall have the authority and power to make each and every judgment necessary for the proper and adequate care and custody of me; to fire, employ, practical and/or registered nurses as my agent may determine to be in the best interest of my health; to give an informed consent or an informed refusal on my behalf with respect to my physical and mental health care and comfort, including specifically, by way of illustration only and not by way of limitation:
- a. any medical care, diagnosis, surgical procedure, therapeutic procedure and/or other treatment of any type or nature;
 - any physical rehabilitation program;
 - c. any dental procedure;
 - d. any psychiatric or psychological care or treatment;

- e. admission to any hospital, medical center, nursing home, or mental institution;
- f. uses of any drug, medication, therapeutic device, or other medicines or items related to my health;
- g. execution of waivers, medical authorizations and such other approval as may be required to permit or authorize care which I may need;
- h. waiver of any doctor-patient privilege; and the power in general to take and authorize all acts with respect to my health and well being, and to expend all amounts in connection therewith, to the same extent as I could if mentally competent to do so.

The prices, costs, expenses and compensation incurred in furtherance of the foregoing are all to be within the sole and absolute discretion of my agent.

- 16. Restriction on Agent's Powers.
- a. My agent cannot execute a will or codicil on my behalf.
- b. My agent cannot execute or amend any trust on my behalf; however, my agent can enter into a custodial agreement with a bank with trust powers.
- c. My agent cannot divert my assets to my agent or to the creditors or estate of my agent.
- d. My agent shall not exercise, and shall not be vested with, any incidents of ownership as to insurance policies insuring my agent's life owned by me.
- e. My agent is a fiduciary, possessing no general or limited power of appointment.
- f. My agent cannot execute on my behalf an Advance Directive for Health Care, living will or other, similar instrument.
- g. My agent shall not exercise any powers which I have received from my agent in a fiduciary capacity, and my agent shall have no authority to exercise any powers, the exercise of which

would cause assets of mine to be considered as taxable in my agent's estate for the purposes of the federal estate tax or the Oklahoma estate tax.

- h. My agent shall not engage in any act which would constitute self-dealing, unless such act is specifically approved prospectively or ratified retrospectively during my lifetime by all those persons who, at the time such approval or ratification is given, would be my heirs-at-law if I had died immediately prior to the time of such approval or ratification and a resident of the State of Oklahoma, or unless such act is specifically approved after my death by the personal representative of my estate. No guardian or conservator shall have the power to approve or ratify any act of self-dealing by my agent.
- 17. <u>Compensation of Agent</u>. My agent shall be entitled, but not required, to be compensated for his/her services relating to the care of my property in the same manner as a corporate trustee acting in the State of Oklahoma, based upon reasonable and customary charges for such trustee's services in the community. In addition, my agent shall be entitled, but not required, to be reasonably compensated for his/her services relating to the care of my person.
- 18. <u>Interpretation and Governing Law</u>. This instrument is to be construed and interpreted as a durable power of attorney. Paragraph headings are for convenience only and are not to be deemed a part of this instrument. This instrument is executed and delivered in the State of Oklahoma, and the laws of the State of Oklahoma shall govern all questions as to the validity of this power, the construction of its provisions, and the validity of all acts of the agent performed pursuant to the authority contained in this instrument.
- 19. Third-Party Reliance. Third parties may rely upon the representation of my agent as to all matters relating to any power granted to my agent, and no person who may act in reliance upon the representations of my agent or the authority granted to my agent shall incur any liability to me or my estate as a result of permitting my agent to exercise any power. For the purpose of inducing third parties to rely on this power of attorney, I warrant that, if this power of attorney is revoked by me or otherwise terminated, I will indemnify and save such third party harmless

from any loss suffered or liability incurred by such third party in good faith reliance on the authority of my agent prior to such third party's actual knowledge of revocation or termination of this power of attorney whether such termination is by operation of law This warranty shall bind my heirs, devisees and or otherwise. My agent is authorized to seek on my personal representatives. a mandatory injunction requiring behalf and at my expense: (a) instructions compliance with agent's by any my organization, corporation, or other entity obligated to comply with instructions given by me, or (b) actual and punitive damages against any person, organization, corporation, or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

- 20. Resort to Courts. My agent is authorized to seek on my behalf and at my expense a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my agent to perform any act authorized by this instrument.
- 21. <u>Nomination of Guardian</u>. I hereby nominate Loyce Matthews as guardian of my estate, as well as of my person, should it be determined by a Court that a guardian should be appointed for me, and I further request that she be appointed to serve without bond unless the Court deems it necessary to require same.
- 22. <u>Photographic Copies</u>. Photographic or other facsimile reproductions of this executed power may be made and delivered by my agent, and may be relied upon by any person to the same extent as though the copy were an original. Anyone who acts in reliance upon any representation or certificate of my agent, or upon a reproduction of this power, shall not be liable for permitting my agent to perform any act pursuant to this power.
- 23. Spouse as Agent. If my spouse is or may be my agent under this Power, his/her authority to act under this Power shall terminate immediately upon there being filed in any court a Petition for the termination of my marriage to my spouse, specifically including divorce and separate maintenance, without regard to whether such court shall ultimately be determined to have personal or subject matter jurisdiction of such action.

I have executed this Durable Power of Attorney this 23rd day of December, 1999.

Vera N. Laney, Principal

Residence:

City: Frederick County: Tillman State: Oklahoma

COUNTY OF TILLMAN

The principal is personally known to me and I believe the principal to be of sound mind. I am eighteen (18) years of age or older. I am not related to the principal by blood or marriage, or related to the attorney-in-fact by blood or marriage. The principal has declared to me that this instrument is her power of attorney granting to the named attorney-in-fact the power and authority specified herein, and that she has willingly made and executed it as her free and voluntary act for the purposes herein expressed.

STATE OF OKLAHOMA)
) SS: ACKNOWLEDGMENT

Before me, the undersigned authority, on this 23 day of December, 1999, personally appeared Vera N. Laney (principal), Tourn P. Kent (witness), and Joyce Schreder (witness), whose names are subscribed to the foregoing instrument in their respective capacities, and all of said persons being by me duly sworn, the principal declared to me and to the said witnesses in my presence that the instrument is her power of attorney, and that the principal has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein expressed, and the witnesses declared to me that they were each eighteen (18) years of age or over, and that neither of them is related to the principal by blood or marriage, or related to the

attorney-in-fact by blood or marriage.

PUBLIC IN AND FOR TATE OF STATE OF STAT

Ship afforts
Notary Public

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.
Royalty Owner - (Vera N. LANey)
By: <u>Vera M. Laney By: Loyce M. Matthew</u> Printed Name: <u>Vera N. haney By: Loyce M. Matthew</u> Title: <u>ATTORNEY IN FACT</u>
Printed Name: Vera N. Lanex By: Loyce M. MATThew
Title: ATTONNEY IN SACT
Date: 3-03-03
If in an individual capacity: STATE OF OKLAHOMA COUNTY OF TILLMAN
This instrument was acknowledged before me on March 3, 2003, by Loyce M. Matthews, as attorney in fact for Vern N. Laney.
Notary Public, State of OK/a hong My Commission Expires: 1-29-04 SHIRLEY ABBOTT NOTARY PUBLIC NO. 99020556
If acknowledgment is for a corporation: STATE OF COUNTY OF
This instrument was acknowledged before me on
a corporation, on behalf of said corporation.
Notary Public, State of
My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume Royalty Interest (as defined in the Unit Agree Unit Agreement by execution of a ratification	ent"), and recorded in the Lea County Recording, Page, provides that any own eement) in any Tract in the Unit Area may joint and the Unit	Mexico," ds of Lea oner of a
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in cribed in said Unit Agreement;	the Unit
NOW, THEREFORE, for adequate of parties to the Unit Agreement, the underst become a party to the Unit Agreement, with Tracts described in said Unit Agreement.		agrees to
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true	copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement.	nt on the
	Royalty Owner - (Jall A. Roberts Res	<u>M</u>
	By: \ Mlaugunl	
	Jill A. Roberts Revocable Trust Bessemer Trust Company, Trustee Angelo D. Campanile, Managing Dir.	
		
	Date:	
If in an individual capacity: STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
	Notary Public, State of	_
	My Commission Expires:	_
•		-
If acknowledgment is for a corporation:		
COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
as	of	,
a corporation, on behalf of	said corporation.	
•		
	Notary Public. State of	_

My Commission Expires:

STATE OFCOUNTY OF		
COOK!!! OI		
This instrument was acknowledge	d before me on	, 20
		a
partnership, on behalf of said partnership.	,	
participine, on occurred or one participation.		
	Notary Public, State of	
	My Commission Expires:	
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If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledge	ed before me on	. 20
as	of	
partner of, a	limited partnership on beha	alf of said
partnership.		
F		
	N-4 D-1-1'- C4-4 C	
	Notary Public, State of	
	Notary Public, State of My Commission Expires:	
	My Commission Expires:	
If for a limited liability company		
If for a limited liability company: STATE OF		
STATE OF		
STATE OF	My Commission Expires:	
STATE OF COUNTY OF This instrument was acknowledge	My Commission Expires:ed before me on	
STATE OF COUNTY OF This instrument was acknowledge as as	My Commission Expires:ed before me on	
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STATE OF	ed before me onofon behalf of said limited liability Notary Public, State of	, 20 company.
STATE OF	ed before me onofon behalf of said limited liability Notary Public, State of	, 20 company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
STATE OF	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: of of y, on behalf of said limited liability Notary Public, State of My Commission Expires: ed before me on March 4 se of Jill A. Roberts Revocable Saun M. Ham	company.
This instrument was acknowledged as limited liability company If for a trustee: STATE OF New Jersey COUNTY OF Middle sex	My Commission Expires: ed before me on of ny, on behalf of said limited liability Notary Public, State of My Commission Expires:	company.

taura M. Ram testary Public of New Jersey My Commission Expires June 38, 20 27

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a rement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
If in an individual capacity: STATE OF COUNTY OF This instrument was acknowledged	Royalty Owner J. A. Aberts Trust By: Cauche Control Jill A. Roberts Tr U/A IX N. Appleman Tr Bessemer Trust Co. of Florida, Trustee Laura M. Lamborta; Vice President Angle D. Campanius Minimal Different Date: before me on
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as a corporation, on behalf of	before me on, 2003, by of, said corporation.
•	•
	Notary Public, State of My Commission Expires:

CO0111 1 O1		
STATE OF		
This instrument was acknowledge as partn	ed before me on, a	2003, b
partnership, on behalf of said partnership.		
	Notary Public, State of	-
	My Commission Expires:	
		
TCC 1' a'4 1 a 4 a 21'		
If for a limited partnership:		
STATE OF		
This instrument was acknowledge	ed before me on,	2003, b
as	of limited partnership on behalf of said	, genera
partner of, a	limited partnership on behalf of said	l limite
partnership.		
	Notary Public, State of	
	My Commission Expires:	
If for a limited liability company: STATE OF		
COUNTY OF		
This instrument was acknowledge	ed before me on,	2003 1
Titis instrument was acknowledge	ed before me on,	2005, 0
as	Oï	_
as limited liability compar	of ny, on behalf of said limited liability company.	,
	ny, on behalf of said limited liability company.	,
	ny, on behalf of said limited liability company.	
	ny, on behalf of said limited liability company. Notary Public, State of	
	ny, on behalf of said limited liability company.	
	ny, on behalf of said limited liability company. Notary Public, State of	
	ny, on behalf of said limited liability company. Notary Public, State of	
limited liability compar	ny, on behalf of said limited liability company. Notary Public, State of	
If for a trustee: STATE OF New Jersey	ny, on behalf of said limited liability company. Notary Public, State of	
limited liability compar	ny, on behalf of said limited liability company. Notary Public, State of	
If for a trustee: STATE OF New Jersey COUNTY OF middlesey	Notary Public, State of	
If for a trustee: STATE OF New Jersey COUNTY OF middlessy	Notary Public, State of	
If for a trustee: STATE OF New Jersey COUNTY OF middlessy	ny, on behalf of said limited liability company. Notary Public, State of	
If for a trustee: STATE OF New Jersey COUNTY OF middlessy	Notary Public, State of	
If for a trustee: STATE OF New Jersey COUNTY OF middlesey	Notary Public, State of	

EAURA M. RAM
Notary Public of New Jorgey
My Commission Expires June 18, 20 07

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico, ent"), and recorded in the Lea County Records of Lean, Page, provides that any owner of element) in any Tract in the Unit Area may join in the nof the Unit Agreement; and	a a
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Un cribed in said Unit Agreement;	it
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees the threspect to all of its interests in and to all of the	Ю.
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on thent.	ıe
	By: Susan A Unterberg Tr U/A IX N Appleman Tr Bessemer Trust Co. of Florida, Trustee Angelo D. Campanile, Managing Director	
	Date:	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, b	у
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, b	ъу ,
a corporation, on behalf of	of of	=
	Notary Public, State of My Commission Expires:	

STATE OF		
This instrument was acknowledge	d before me on,	2003 by
	er of, a	
partnership, on behalf of said partnership.	, ", "	
particionip, on ocitan or said particionip.		
•		
	Notary Public, State of	
•	My Commission Expires:	_
If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledge	d before me on,	2003 by
as	of	general
partner of a	of limited partnership on behalf of said	d limited
partnership.		
•		
	Notary Public, State of	
	110tary 1 dolle, State of	
	My Commission Expires:	
If for a limited liability company: STATE OF COUNTY OF		
• • •		
STATE OF	My Commission Expires:	
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires:	
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires:	
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires:	
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires: ad before me on of y, on behalf of said limited liability company.	2003, by
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires: and before me on	2003, by , a
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires: ad before me on of y, on behalf of said limited liability company.	2003, by , a
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires: and before me on	2003, by , a
STATE OF COUNTY OF This instrument was acknowledge as	My Commission Expires: and before me on	2003, by , a
This instrument was acknowledge as limited liability company	My Commission Expires: and before me on	2003, by , a
STATE OF This instrument was acknowledge as limited liability company If for a trustee: STATE OF Resolved the structure of the s	My Commission Expires: ad before me on	2003, by , a
STATE OF This instrument was acknowledge as limited liability company If for a trustee: STATE OF Reverse COUNTY OF COUNTY OF COUNTY OF	My Commission Expires: ad before me on	2003, by , a
STATE OF This instrument was acknowledge as limited liability company If for a trustee: STATE OF Reverse COUNTY OF COUNTY OF Middlesey	My Commission Expires: ad before me on	2003, by , a
STATE OF This instrument was acknowledge as limited liability company If for a trustee: STATE OF Reverse COUNTY OF COUNTY OF Middlesey	My Commission Expires: and before me on	2003, by , a
STATE OF This instrument was acknowledge as limited liability company If for a trustee: STATE OF Reverse COUNTY OF COUNTY OF Middlesey	My Commission Expires: ad before me on	2003, by , a
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Mid: ASHERMAN\007544\000002\314392.1

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Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a germent) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Susan A. Unterberg
	By: S. a. U.Th
	Printed Name: Susan A. Unterberg
	Title:
	Date: 3/11/03
If in an individual capacity: STATE OF <u>New York</u> COUNTY OF <u>New York</u>	γu
This instrument was acknowledged Susen A. Unterberg.	before me on <u>March //</u> , 2003, by
	Notary Public, State of New York My Commission Expires: 8/24/05
•••	
If acknowledgment is for a corporation: STATE OF COUNTY OF	ILENE LEVINE Notary Public, State of New York No. 01LE4903660 Qualified in Kings County Commission Expires Aug. 24, 2005
This instrument was acknowledged	before me on, 2003, by
as as corporation, on behalf of	said corporation.
	N. D. I.I. G.
	Notary Public, State of My Commission Expires:

Development and Operation of the East Holdated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a tement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described as the contract of th	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
date set forth in said party's acknowledgeme	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Ref 1 Beousing)
	Printed Name: RexT Browning
	•
	Title:
If in an individual capacity: STATE OF OKlahoma. COUNTY OF Comanche	
This instrument was acknowledged Busing.	before me on
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
as as corporation, on behalf of s	said corporation.
	Notary Public, State of My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.
Royalty Owner - (Juny Herry) By:
*
Printed Name: June V Hoope, C. Hoope, C. Hooper Title: owners
Date: 2/25/03
If in an individual capacity: STATE OF MUNICO COUNTY OF CHURCO This instrument was acknowledged before me on + 10 Muny 25, 2003, by JiMMY & LYNNE Hooper
Notary Public, State of New Movies My Commission Expires: 7/13/06
If acknowledgment is for a corporation: STATE OF COUNTY OF
This instrument was acknowledged before me on, 2003, by as of, corporation, on behalf of said corporation.
a corporation, on behalf of said corporation.
Notary Public, State of My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in eation of the Unit Agreement; and
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and	
WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.	
•	Working Interest Owner – ()
	By: He Zachuz
i 1	Printed Name: CZACHR
†	Title:
	Date: 3-7-03
If in an individual capacity: STATE OF	
This instrument was acknowledged H. C. 2ACHRY.	before me on March 7, 2003, by
	Mary Bens Miller Notary Public, State of TEXAS
MARY BESS MILLER Notary Public, State of Texas My Commission Exp 01-17-07	Notary Public, State of TEXAS My Commission Expires: /-/7-07

Mid: ASHERMAN\007544\000002\314395.1

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a element) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - Claudene Bresley
	By:
	Printed Name: CIAUdine BRAdley
	Title:
	Date: 3/10/03
If in an individual capacity: STATE OF Texas COUNTY OF NUTCHINSON	
This instrument was acknowledged Chaudene Budley.	
	Lathering M. Reed
Notary Public, State of Texas My Commission Expires April 23, 2005	Notary Public, State of
If acknowledgment is for a corporation: STATE OF	
COUNTY OF	
	before me on, 2003, by
This instrument was acknowledged as corporation, on behalf of	

My Commission Expires:___

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement. Royalty Owner - Lay Trison By: Ray Drison Printed Name: Ray D. Printson Title: Owner Date: 3-5-3003
If in an individual capacity: STATE OF
Notary Public, State of My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating	
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.		
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – ()	
	By: Garalyn V. Larson Printed Name: CAROLYN V. LARSON	
	Printed Name: CAROLYN V. LARSON	
	Title:	
	Date: Feb. 21, 2003	
	,	
If in an individual capacity: STATE OF		
This instrument was acknowledged	before me on $\underline{Feb. 2/}^{3/}$, 2003, by	
PAUL T. DUNPHY Commission # 1294820 Noticy Public - Colifornia Son Disgo County No Comm. To its Mar22, 2005	Notary Public, State of CAL ifor nia My Commission Expires: 03, 22, 2005	

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorded	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	1 is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to become Agreement with respect to all of its inte Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the crating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating crests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold nt and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Operation	owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.	
	Working Interest Owner – (9025080)
	By: JAONES F Von VRANKEN
:	Printed Name: JAMES F. VAN VRANKEN
	Title:
	Date: $\frac{2}{2} / \frac{03}{2}$
If in an individual capacity: STATE OF Texas COUNTY OF Willenson	
This instrument was acknowledged James F Van Uranken	before me on <u>February</u> 21, 2003, by
	Voke run
VICKIE NUNN MY COMMISSION EXPIRES July 21, 2003	Notary Public, State of 7exco My Commission Expires: 7/21/03

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true	e copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement.	nt on the
	Royalty Owner - (Rowley Bros.	
	By: Richard F. Ro	wley It
	Title: G-ENERAL PARTNE	<u> </u>
	Date: 2/18/03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on,	2003, by
	Notary Public, State of	 _
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, ofsaid corporation.	2003, by
a corporation, on behalf of	said corporation.	,
	Notary Public, State of My Commission Expires:	

If for a partnership: STATE OF New Mexico COUNTY OF Carry		
This instrument was acknowledged Richard F. Rowley 72 as partner partnership, on behalf of said partnership.	of Rowley Bros., a New Mexi	2003, by <u>e. Gene</u> ra
	Notary Public, State of New Mexico	-
	My Commission Expires: OFFICIAL SEA LOIS SNYDE Notary Publi State of New M My Commission Expires	ic exico
If for a limited partnership: STATE OF COUNTY OF		•
This instrument was acknowledged	before me on,	2003, by
partner of, a partnership.	limited partnership on behalf of said	limited
	Notary Public, State of	
If for a limited liability company: STATE OF COUNTY OF	~	
This instrument was acknowledged	before me on,	
	on behalf of said limited liability company.	
	Notary Public, State of	
If for a trustee: STATE OF COUNTY OF		
This instrument was acknowledged as Trustee	before me on, of	2003, by
	Notary Public, State of	-

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BI THESE PRESENTS:	
WHEREAS, an Agreement entitled "State/Fee of Development and Operation of the East Hobbs (San Adated February 14, 2003 (the "Unit Agreement"), and re County, New Mexico in Volume, Page_Royalty Interest (as defined in the Unit Agreement) in a Unit Agreement by execution of a ratification of the Unit Agreement of the Unit Ag	ndres) Unit, Lea County, New Mexico," corded in the Lea County Records of Lea, provides that any owner of a ny Tract in the Unit Area may join in the
WHEREAS, each of the undersigned is a R Agreement) in one or more of the Tracts described in sa	
NOW, THEREFORE, for adequate consideration parties to the Unit Agreement, the undersigned Royal become a party to the Unit Agreement, with respect to Tracts described in said Unit Agreement.	lty Owner hereby ratifies and agrees to
The undersigned Royalty Owner hereby acknow the Unit Agreement.	vledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the undersidate set forth in said party's acknowledgement.	gned has executed this agreement on the
By:	wner-(TEXAS LAND & ROYALTY COMPANY, LTE By: Energy Property Management ILC Ws general partner me: Robert W. Floyd President
Date:	March 6, 2003
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged before me	on, 2003, by
Notary Pub My Comm	olic, State ofission Expires:
STATE OF TEXAS § COUNTY OF MIDLAND § This instrument was acknowledged before me of 2003, by Robert W. Floyd as President of EnerQuest Prepartner of Texas Land & Royalty Company, Ltd., a Text limited liability company and said limited partnership.	operty Management, LLC, the General

M. CRAIG CLARK
MY COMMISSION EXPIRES
August 22, 2005

NOTARY PUBLIC - State of Texas

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.
Royalty Owner - (Paoi Revo Roy ALPIT) By: Printed Name: C-F BAILET Title: PRESIDAN Date: 2/19/03 If in an individual capacity: STATE OF
This instrument was acknowledged before me on, 2003, by
·
Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF
This instrument was acknowledged before me on <u>Selection 19</u> , 2003, by <u>CR DAILEL</u> as <u>NOUDER</u> of <u>PECOS BEND NOUTH</u> a <u>TEXAS</u> corporation, on behalf of said corporation.
PHYLLIS R. GUNTER MY COMMISSION EXPIRES May 21, 2005 My Commission Expires: My Commission Expires:

	"State/Fee Waterflood Unit, Unit Agreement for the	
Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - (Hady Hickor)	
	Ву:	
	Printed Name: Grady HICKS	
	Title: OWAVER	
•	Date: 2. 20. 2003	
If in an individual capacity: STATE OF TEXAS COUNTY OF BAYLOR		
This instrument was acknowledged GRADY HICKS.	before me on <u>Jul. 20</u> , 2003, by	
KATHERINE MOORE Notary Public, State of Texas My Commission Expires 03-18-2006	Notary Public, State of $7 \times$. My Commission Expires: $3 - 18 - 06$	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged as	before me on, 2003, by	
as as corporation, on behalf of	said corporation.	
	Notary Public, State of My Commission Expires:	

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Working Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and
WHEREAS, each of the undersigned is a Working Interest Owner in and under the Unit Agreement and Unit Operating Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.
Working Interest Owner - (By / wray & felment Printed Name: MURRAY B. HELMER Title: WI COOWNER Date: 2/21/03
If in an individual capacity: STATE OF
ROSEMARY KARIS NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 11-14-05 My Commission Expires: //- /4-05

•	
Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a element) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	
	Royalty Owner - Mary Payre Bushins
	By: Mary Payre Brisbane
	Printed Name:
	Title:
	Date: February 22, 2063
If in an individual capacity: STATE OF What Was a County OF Managal A	before me on Feb 20, 2003, by
Missinstrument was acknowledged	before me on 750 30, 8005, 2003, by
ANTINE VISION ANTINE	Molary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as as corporation, on behalf of	said corporation.
	Notary Public, State of
	My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgeme	the undersigned has executed this agreement on the ent.	
	Royalty Owner – ()	
	4. 060	
	By: dia W. Myy	
	Printed Name: Liza W. Philpy	
	Title: President-LAJ Corporation	
	Date: 2{2463	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
· · · · · · · · · · · · · · · · · · ·		
	Notary Public, State of	
	My Commission Expires:	
If acknowledgment is for a corporation: STATE OF		
This instrument was acknowledged Liza W. Philpy as Present a Texas corporation, on behalf of	before me on <u>Tebruary 24</u> , 2003, by <u>sident</u> of <u>LAT corporation</u> , said corporation.	
JULIE BELL. Notary Public, State of Tenes Ray Commission Expires 06-41-2005	Notary Public, State of <u>Texas</u> My Commission Expires: <u>6-11-05</u>	

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - Cathrine Dinghan	
	By:	
	Printed Name: KATHRINE BINGHAM	
	Title:	
	Date: 2-21-03	
If in an individual capacity: STATE OF		
This instrument was acknowledged KATHRINE BINGHAM	before me on 126 1, 2003, by	
DEBRA PINKERTON Notary Public, State of Texas My Commission Expires SEPTEMBER 15, 2004	Notary Public, State of TEXAS My Commission Expires: 5297 15, 2004	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, 2003, by	
a as	said corporation.	
	Notary Public, State of	
	My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
Royalty Owner - (FLEISCHAKER MINERAL Co.) LLC.		
By:		
Printed Name: DON McCombs VICE-PRESIDENT OF JOLEN OPELATING CO., Title: OPERATING MANAGER OF FLEISCHARLEMIN. Co., LLC.		
Date: FEBRUARY 24, 2003		
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged before me on, 2003, by		
Notary Public, State of My Commission Expires:		
If acknowledgment is for a corporation: STATE OF COUNTY OF		
This instrument was acknowledged before me on, 2003, by of, a corporation, on behalf of said corporation.		
a corporation, on behalf of said corporation.		

Notary Public, State of _

My Commission Expires:

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared DON McCOMBS, JR., known to me to be the identical person who subscribed the name of JOLEN OPERATING COMPANY, OPERATING MANAGER OF FLEISCHAKER MINERAL COMPANY, L.L.C., to the foregoing instrument as its Vice President, and acknowledged to me that he executed same as his free and voluntary act and deed for the uses and purposes therein expressed in the capacity therein stated.

GIVEN under my hand and official seal this 24TH day of FEBRUARY, 2003.

NOYARY PUBLIC

OTA

ANITA HULSEY

Oklahoma County

Notary Public in and for

State of Oklahoma

Commission # 02009634 Expires 6/3/06

Page 1 of 1

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - () THREE MOIL COMPANY	
	By: John R. ammeric	
	Printed Name: DHNR. MURRELL	
· ·	Title: TRESIDENT	
•	Date: 21 FEB 03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged before me on, 2003, by		
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF TEXAS COUNTY OF DALLAS		
This instrument was acknowledged a	before me on February 21, 2003, by resident of Three M Oil Company, said corporation.	
Mid: ASHERMAN/007544/000002314322.1	Notary Public, State of	

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorder	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.	
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.	
	Working Interest Owner - (URFER FAMILY Jaws 7
	By: Samuelle Printed Name: JAMES F. WEFER Title: TNUSTKE Date: 2/21/03
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:

If acknowledgment is for a corporation:	
STATE OF	
	before me on, 2003, by said corporation.
a corporation, on behalf of	said corporation.
	•
	Notary Public, State of My Commission Expires:
If for a partnership: STATE OF COUNTY OF	
	before me on, 2003, by of, a
partnership, on behalf of said partnership.	
	Notary Public, State of My Commission Expires:
If for a limited partnership:	
STATE OF	
This instrument was acknowledged	before me on, 2003, by
partner of, apartnership.	of, general limited partnership on behalf of said limited
	Notary Public, State of My Commission Expires:
If for a limited liability company: STATE OF COLNITY OF	
COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
limited liability company,	on behalf of said limited liability company.
	Notary Public, State of
If for a trustee: STATE OF <u>GALFORNIA</u> COUNTY OF <u>SAN FRANCISC</u> , OA	
This instrument was acknowledged Variety F. Unfer as Trustee	before me on <u>FEBRUARY</u> 21, 2003, by of <u>THE UNFER FORMING</u> TRUST
CARLA J. CAMPODONICO Commission # 1276196 Notary Public - California San Francisco County My Comm. Expires Oct 6, 2004	Notary Public State of <u>ARCIFORDIA</u> My Commission Expires: <u>Detosea</u> 6 200 f

KNOW ALL MEN BY THESE PRESENTS:

→		
WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner he the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.		
	Royalty Owner - (Sapphire Royalties) Inc.	
	By: Lamp 7: Lamb Printed Name: Gary J. Lamb Title: President Date: 2/18/03	
	Printed Name: Gary J. Lamb	
	Title: President	
	Date: 2/18/03	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
•		
	Notary Public, State of	
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OF	Notary Public, State of My Commission Expires:	
STATE OF TEXAS COUNTY OF MIDLAND	My Commission Expires:	
This instrument was acknowledged Gary J. Lamb as Pres	before me on <u>February 18</u> , 2003, by of <u>Sapphire Royalties</u> , Inc.	
STATE OF TEXAS COUNTY OF MIDLAND	before me on <u>February 18</u> , 2003, by of <u>Sapphire Royalties</u> , Inc.	
This instrument was acknowledged Gary J. Lamb as Pres	before me on <u>February</u> 18, 2003, by ident of <u>Sapphire Royalties</u> , Inc. said corporation.	
This instrument was acknowledged Gary J. Lamb as Pres	before me on <u>February 18</u> , 2003, by of <u>Sapphire Royalties</u> , Inc.	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and	
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.	
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement.	
	Royalty Owner – ()
	Printed Name: William John North
	Printed Name: William JoHN North
	Title:
	Date: 2/20/03
If in an individual capacity: STATE OF TELAS COUNTY OF MICLANIC	
This instrument was acknowledged William Tehn Nolan M. CRAIG CLARK MY COMMISSION EXPIRES August 22, 2005	Notary Public, State of Nexas My Commission Expires: 6/22/05
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by
asasasasasas	said corporation.
	Notary Public, State of

My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in fation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	rprovides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its inte Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the at.
	Working Interest Owner - Uma Oil Properties, (16). By: Printed Name: Tames in Alexandr Title: Pres of Manasing Ptr Date: 2-19-03
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
WHEREAS, said Agreement further provides that a Working Interest Owner (as defined in the Unit Agreement) may join in that certain agreement entitled "Unit Operating Agreement for the East Hobbs (San Andres) Unit, Lea County, New Mexico" dated February 14, 2003 (the "Unit Operating Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page by execution of a ratification of the Unit Operating Agreement; and	
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
NOW, THEREFORE, for adequate consideration, including the mutual agreements of the parties to the Unit Agreement and Unit Operating Agreement, the undersigned Working Interest Owner hereby ratifies and agrees to become a party to the Unit Agreement and Unit Operating Agreement with respect to all of its interests in and to all Tracts described in said Unit Agreement and Unit Operating Agreement and agrees that its interest in the lands and leasehold estate that is described in the Unit Agreement and Unit Operating Agreement shall be subject to all of the terms and provisions of said agreements.	
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.	
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.	
	Working Interest Owner – (
	Printed Name: Curistopher P Trenand
	Title: Individual
	Date: Z - ZO - C3
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
M. CRAIG CLARK MY COMMISSION EXPIRES August 22, 2005	Notary Public, State of Texas My Commission Expires: 6/22/05

STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by said corporation.
corporation, on behalf of	said corporation.
osporanon, on outland or	·
	Notory Dublic State of
	Notary Public, State of My Commission Expires:
f for a partnership:	
STATE OF	
•	
	before me on <u>Feb. 19th</u> , 2003, by
partnership, on behalf of said partnership.	of Pres. of Man. Partner, a Texas
DEBBIE J. TAYLOR	
Notary Public, State of Texas My Commission Expires	Notary Public, State of
June 19, 2004	Notary Public, State of 0
	My Commission Expires:
If for a limited partnership:	
STATE OFCOUNTY OF	
This instrument was acknowledged	
asasa	of, genera limited partnership on behalf of said limited
partnership.	minor partitorising on contain or state minor
	Notary Public, State of
•	My Commission Expires:
If for a limited liability company:	
STATE OFCOUNTY OF	· . ·
This instrument was acknowledged	before me on, 2003, b
infilled hability company	, on behalf of said limited liability company.
	Notary Public, State of
	My Commission Expires:
If for a trustee:	
STATE OF	
COUNTY OF	
This instrument was acknowledged	hefore me on 2002 L
as Trustee	before me on, 2003, b
	Notes Dublic Control
	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a cement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner – ()
	By:
	Title: Manager
•	Date: 2/25/03
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by, said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

If for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2	2003. by
as partner	of, a	
partnership, on behalf of said partnership.		
•		
	Notary Public, State of	_
	My Commission Expires:	-
	My Commission Expires.	-
·		
If for a limited partnership:		
STATE OF		
COUNTY OF		•
This instrument was acknowledged	before me on, 2	2003. by
	of,	
partner of, a	limited partnership on behalf of said	limited
partnership.		
	New Public Code of	_
	Notary Public, State of	
	wy Commission Expires.	-
If for a limited liability company:		
STATE OF OKLAHOMA	-	
COUNTY OF TULSA		
This instance was calmounted and	hafara ma an Talanana 25	2002
This instrument was acknowledged Joseph W. Martin as	before me on <u>February 25</u> , Manager of Teton Properties,	
	on behalf of said limited liability company.	
,	the Arms of the Ar	
Commence of the Commence of th	Flune M. Sputt	<u></u> .
Notary Public Oklahoma OFFICIAL SEAL	Notary Public, State of Oklahoma	
LAURIE M. SMITH Tuisa County	My Commission Expires: December 17,	2004
Commission Expires	COMMISSION #00018613	
COCONTRACTOR AND		
If for a trustee:		
STATE OF		
COUNTY OF		
	before me on,	2003, by
as Trustee	of	
	Notary Public, State of	
•	My Commission Expires:	_

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	rprovides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its inte Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the at.
	Working Interest Owner – ()
	By: Robert Gordon Van Vrankon Ja
	Printed Name: Robert Gordon Van Vranken, J.
	Title: Working Interest Owner
	Date: Feb. 25, 2003
If in an individual capacity: STATE OF Oklahoma COUNTY OF Cherokee	
	before me on Febuary 25th , 2003, by
No. 1017A	, 2003, 0y
	Indel Turous
PURTO C	Notary Public, State of Oklahoma
	My Commission Expires: 04-10-2004
AND CANDON OF	Comm#00006230

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement;		
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement.		
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner – (Jim A. Dawson) By: Amma Printed Name:	
	Title:	
	Date: 2-24-03	
If in an individual capacity: STATE OF Lips COUNTY OF Midland		
This instrument was acknowledged MELANIE J HUDDLESTON NOTARY PUBLIC State of Texas Comm. Exp. 03-16-2004	Notary Public, State of Leyas My Commission Expires: 3/16/04	
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, 2003, by	
as of, a corporation, on behalf of said corporation.		
	Notary Public, State of My Commission Expires:	

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner – (veroy P/A)
	By: James D. Cuke
	Printed Name: JAMES D CULVEN
	Title: Jenual Parkner
	Date: 2 /2.3/2003
If in an individual capacity: STATE OF COUNTY OF	
	before me on, 2003, by
1	
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:
	,

If for a partnership:	Y.
STATE OF TEXAS	
COUNTY OF SMITH	
This instrument was acknowled	lged before me on EBRUARY 26, 2003, by
JAMES D. CHWER as par	ther of Culloy PA, a TEXAS GENERAL
	Tuner of Cachod TH, a lexas General
partnership, on behalf of said partnershi	p.
CINDY BEARD	
Notary Public	Clud Deard
STATE OF TEXAS	Notary Public, State of TEXAS
My Comm. Exp. 4-25-2003	My Commission Expires: 4-25-03
Limin	1
	•
If for a limited partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowled	dged before me on, 2003, by
martner of	of, general, general, limited partnership on behalf of said limited
	infined partnership on behalf of said infined
partnership.	
	Notary Public, State of
	My Commission Expires:
	1
If f 1:!4:4 1:-1:1!4	
If for a limited liability company:	~
STATE OF	
COUNTY OF	
This instrument was acknowled	dged before me on, 2003, by
as	of, a
limited liability comr	pany, on behalf of said limited liability company.
minted habinty comp	barry, on commit of said minited macriticy company.
	Notary Public, State of
	My Commission Expires:
•	
If for a trustee:	
STATE OF	
COUNTY OF	
This instrument was acknowled	dged before me on, 2003, by
as Tru	stee of
	·
•	
	Note D. I.P. Control
	NOTATY PUBLIC State of
	Notary Public, State of My Commission Expires:

Development and Operation of the East Hobbs dated February 14, 2003 (the "Unit Agreement") County, New Mexico in Volume	te/Fee Waterflood Unit, Unit Agreement for the (San Andres) Unit, Lea County, New Mexico,", and recorded in the Lea County Records of Lea, Page, provides that any owner of a ent) in any Tract in the Unit Area may join in the the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts describe	is a Royalty Owner (as defined in the Unit ed in said Unit Agreement;
parties to the Unit Agreement, the undersigned	ideration, including the mutual agreement of the d Royalty Owner hereby ratifies and agrees to espect to all of its interests in and to all of the
The undersigned Royalty Owner hereby the Unit Agreement.	acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the date set forth in said party's acknowledgement.	undersigned has executed this agreement on the
By: Print Titl Dat If in an individual capacity: STATE OF COUNTY OF This instrument was acknowledged before.	walty Owner - (LIgno Production Compa) y Inted Name: Jim A. Drwson de: President de: 2-24-03 Dre me on, 2003, by dary Public, State of Commission Expires:
If acknowledgment is for a corporation:	Commission Expires.
COUNTY OF Midland	
This instrument was acknowledged before as fruite a corporation, on behalf of said	at of Sono Production Company
	tary Public, State of Jusas Commission Expires: 3/16/04

If for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged as partner	before me on, 2	2003, by
partnership, on behalf of said partnership.	of, a	
	Notary Public, State of	_
	My Commission Expires:	_
•	The state of the s	-
	,	
TO 0 11 12 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
If for a limited partnership:		
STATE OF		
This instrument was acknowledged	before me on, 2	2003, by
as	of, limited partnership on behalf of said	general
partner of, a	limited partnership on behalf of said	limited
partnership.		
	Notary Public, State of	_
	My Commission Expires:	
If for a limited liability company: STATE OF COUNTY OF	-	
This instrument was acknowledged	before me on	2003 by
as	before me on, of	. a
limited liability company,	on behalf of said limited liability company.	·
	N. D. D. L. Co C	_
	Notary Public, State of	_
	Wy Commission Expires	-
. 1		
If for a trustee:		
STATE OF		
COUNTY OF		
This instrument was acknowledged as Trustee	before me on	2003, by
	Notary Public, State of	
	My Commission Expires:	_
	-	_

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and	
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorded	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating	
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit	
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to become Agreement with respect to all of its inte Agreement and Unit Operating Agreement a	consideration, including the mutual agreements of the crating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating crests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.	
The undersigned Working Interest Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement and Unit Operating Agreement.		
IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgment.		
	Working Interest Owner – (6970450 By:	
	Printed Name: Dan Olincy	
	Title: Trustee of the Virginia G. Olincy Trust Date: February 26, 2003	
	Date. replacify 20, 2003	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
	Notary Public, State of My Commission Expires:	

STATE OFCOUNTY OF	
This instrument was acknowledged	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:
If for a partnership: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by of, a
partnership, on behalf of said partnership.	
	Notary Public, State of My Commission Expires:
If for a limited partnership: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
partner of, a partnership.	of, general limited partnership on behalf of said limited
	Notary Public, State of My Commission Expires:
If for a limited liability company: STATE OF COUNTY OF	
	before me on, 2003, by
as limited liability company,	on behalf of said limited liability company.
	Notary Public, State of My Commission Expires:
If for a trustee: STATE OFCalifornia COUNTY OF _Los Angeles	
	before me on February 26 , 2003, by of The Virginia G. Olincy Trust
Commission ? 1222569 Notary Public - Coffornia Los Angeles County My Comm. Expires May 30, 2004	Notary Public, State of California My Commission Expires: May 30, 2004

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;	
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the	
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.	
	Royalty Owner - Reese Millerals By:	
	Printed Name: Lila Reese	
	Title: Owner/Managing Member	
	Date: 2/28/2003	
If in an individual capacity: STATE OF COUNTY OF		
This instrument was acknowledged	before me on, 2003, by	
	Notary Public, State of My Commission Expires:	
If acknowledgment is for a corporation: STATE OFNEW_MEXICO COUNTY OFEDDY		
	before me onFEBRUARY 28,, 2003, by	
Lila Reese as Owner	/Managing Member of Reese Minerals ,	
a N. M. L. P. corporation, on behalf of	said corporation.	
	Katta Taxue Pinson	
	Notary Public, State of New Mexico	
	My Commission Expires: Sept. 26, 2003	

If for a partnership:		
STATE OFNEW MEXICO		
COUNTY OF EDDY		
This instrument was acknowledged Lila Reese as partner	before me on <u>February 28</u> , 200 of <u>Reese Minerals</u> , a <u>Limited</u>	03, by
partnership, on behalf of said partnership.	or reese minerals , a	
	Notory Public State of New Year's	
	Notary Public, State of <u>New Mexico</u> My Commission Expires: Sept. 26, 2003	
•	May Commission Empires.	
If for a limited manhamatic.		
If for a limited partnership: STATE OF NEW MEXICO		
COUNTY OF EDDY		
	before me on February 28, 200	
	/Manager Of Reese Minerals , g	
-	limited partnership on behalf of said li	imited
partnership.		
	Kotta La K. Dinson	
	Notary Public, State of NEW MEXICO	
	My Commission Expires: Sept. 26, 2003	
If for a limited liability company:		
STATE OF	•	
COUNTY OF		
	before me on, 200	
as	of	, a
limited liability company,	on behalf of said limited liability company.	
	Notary Public, State of	
	My Commission Expires:	
If for a trustee:	·	
STATE OF		
This instrument was acknowledged	before me on, 200	03, by
as Trustee	of	
	N. Carlotte and Ca	
	Notary Public, State of	
	My Commission Expires:	

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and		
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;	
NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement.		
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of	
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent. Royalty Owner - (Recel Fancing) By: Rosel Fancing Printed Name: JEWEZ LANSING Title: 0 W NER Date: 2-25-03	
If in an individual capacity: STATE OF ORECONO COUNTY OF MULTAGORIAL		
This instrument was acknowledged Jewel Lianson OFFICIAL SEAL CAMILLE A. DODGE NOTARY PUBLIC-OREGON COMMISSION NO. 342932 MY COMMISSION EXPIRES FEB. 11, 2005 If acknowledgment is for a corporation: STATE OF COUNTY OF	Notary Public, State of OREGEN My Commission Expires: 4 st. 11, 2005	
This instrument was acknowledged as a corporation, on behalf of	before me on, 2003, by, said corporation.	
	Notary Public, State of My Commission Expires:	

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled 'Development and Operation of the East Holdated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume Royalty Interest (as defined in the Unit Agree Unit Agreement by execution of a ratification	nt"), and recorded in the Lea County Record , Page, provides that any own mement) in any Tract in the Unit Area may jo	Mexico ds of Lo mer of	ea a
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described as the contract of th	ned is a Royalty Owner (as defined in cribed in said Unit Agreement;	the Ur	nit
NOW, THEREFORE, for adequate of parties to the Unit Agreement, the undersibecome a party to the Unit Agreement, with Tracts described in said Unit Agreement.	• • •	agrees	to
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true	е сору	of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgeme	the undersigned has executed this agreement.	nt on t	he
	Royalty Owner - Charter Royalty 9 By		Acquisition Fund
	Printed Name: Armand Smith, Jr.		
	Title: Trustee		
	Date: 3-3-03		
If in an individual capacity: STATE OF			
COUNTY OF			
This instrument was acknowledged	before me on,	2003,	by
	Notary Public, State of		
	My Commission Expires:	- -	
If acknowledgment is for a corporation: STATE OF COUNTY OF			
This instrument was acknowledged as corporation, on behalf of s	before me on,	2003,	by ,
a corporation, on behalf of s	said corporation.		
	`		
	Notary Public, State of		

My Commission Expires:___

If for a partnership:		
STATE OF		
This instrument was acknowledged	before me on, 2003	, by
partnership, on behalf of said partnership.	of, a	
partnership, on behalf of said partnership.		
	Notary Public, State of	
	My Commission Expires:	
If for a limited partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged	before me on, 2003	, by
as	of, ger, ger, limited partnership on behalf of said lim	neral
partner of, a	limited partnership on behalf of said lin	nited
partnership.		
	Notary Public, State of	
	My Commission Expires:	
		
T6 Com = 11 mails = 4 11 1 11/4		
If for a limited liability company: STATE OF	***	
COUNTY OF		
This instrument was acknowledged	before me on, 2003	s, by
as ·	of	, a
limited liability company	, on behalf of said limited liability company.	
	Notary Dublic State of	
	Notary Public, State of My Commission Expires:	
	wy Commission Expires.	
	•	
#		
If for a trustee;		
STATE OF OWAS		
COUNTY OF Midland		
This instrument was acknowledged	Lhefore me on Manch 3	l by
This institution was acknowledged	of Charter Royalty 94-1 acquisite	or) trend
The state of the s	- in we request - I defect the	UNC GROWN CC
SAVANNA STRABLE	Dawanico Strain	
MOTARY PUBLIC	Notary Public, State of Juan	
State of Texas Comm. Exp. 10-18-2003	My Commission Expires: 10-18 少の3	
Control of the same of the sam	•	

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in ation of the Unit Agreement; and
in the Unit Agreement) may join in that cer for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorder	provides that a Working Interest Owner (as defined rtain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to become Agreement with respect to all of its inter- Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the crating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating crests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the it.
	Working Interest Owner – (By:
If in an individual capacity: STATE OF TCXOS COUNTY OF Walland	
This instrument was acknowledged (Normand) Smith Jr.	before me on February 28, 2003, by
SAWARIA STRAIN NOTARY PUBLIC State of Texas Comm. Exp. 10-18-2003	Notary Public, State of Texas My Commission Expires: 10-18-03

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in cation of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	r provides that a Working Interest Owner (as defined ertain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the ed in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigne Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest he a party to the Unit Agreement and Unit Operating herests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold hent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest Copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	the undersigned has executed this agreement on the nt.
•	Working Interest Owner – ()
	By: Jack B To
	Printed Name: Huch B. Key I
	Title:
	Date: $2/21/03$
If in an individual capacity: STATE OF	
COUNTY OF Mouros	
This instrument was acknowledged	before me on <u>Sitt Selvenary</u> , 2003, by
•	Notary Public, State of Clarida My Commission Expires: <u>August 15, 2006</u> Very LD
Mid: ASHERMAN\007544\000002\314395.1	PATRICIA DENTONE MY COMMISSION # DD 142501 EXPIRES: August 15, 2006 Bonded Thru Notary Public Underwriters

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Holdated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a sement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts described as the contract of the contra	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgeme	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Lo Jean Booth)
	By: Lo Jean Booth
	Printed Name: Ro Jean Booth
	Title: Koyalty Owner
	Date: 2 - 2 8 - 0 3
If in an individual capacity: STATE OF	
This instrument was acknowledged	before me on February 2003, by
	Notary Public, State of Haw Mexico My Commission Expires: 10-16-66
If acknowledgment is for a corporation: STATE OF COUNTY OF	
_	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public. State of

My Commission Expires:__

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner – ()
	By: Linda Browning Kinner Printed Name: LINDA Browning Kinner
ROBERT E. FOLKNER Notary Public, State of Texas My Commission Expires 5/3/04	Printed Name: LINDA Browning KINMAN Title:
	Date: 3-03-03
If in an individual capacity: STATE OF TEXAS COUNTY OF LUBBECC	
This instrument was acknowledged LINDA BROWN WG ITIN MA	before me on $3-3-$, 2003, by
	Notary Public, State of YE YAS My Commission Expires: 5 - 3 - 0 4
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
a corporation, on behalf of	of, said corporation.
	Notary Public, State of
	1 10 tai j 1 ao 110, 5 tai 0 0 1

My Commission Expires:

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT EAST HOBBS (SAN ANDRES) UNIT

LEA COUNTY, NEW MEXICO

Donna E. Dyer 10103 Lynbrook Hollow St Houston, TX 77042

WHEREAS, an Agreement entitled "State/Fee Waterflood Development and Operation of the East Hobbs (San Andres) Undated February 14, 2003 (the "Unit Agreement"), and recorded in County, New Mexico in Volume, Page, Royalty Interest (as defined in the Unit Agreement) in any Tract in Unit Agreement by execution of a ratification of the Unit Agreement	it, Lea County, New Mexico," the Lea County Records of Lea provides that any owner of a n the Unit Area may join in the
WHEREAS, each of the undersigned is a Royalty Ov Agreement) in one or more of the Tracts described in said Unit Ag	•
NOW, THEREFORE, for adequate consideration, includir parties to the Unit Agreement, the undersigned Royalty Owner become a party to the Unit Agreement, with respect to all of its Tracts described in said Unit Agreement.	hereby ratifies and agrees to
The undersigned Royalty Owner hereby acknowledges receive the Unit Agreement.	ceipt of a full and true copy of
IN WITNESS WHEREOF, each of the undersigned has educe set forth in said party's acknowledgement.	•
Royalty Owner – () By: Newmon C Printed Name: Over	Jonna Elyen Der ma Elyen
Title: <u>O when</u> Date: <u>2-27</u> -	-03
JEANA ANN VILLARREAL Notary Public, State of Texas My Commission Expires JUNE 6, 2006 If acknowledgment is for a corporation: STATE OF JEANA ANN VILLARREAL Notary Public, State of Texas My Commission Exp	
This instrument was acknowledged before me on as	, 2003, by
as or a corporation, on behalf of said corporation.	***************************************
Notary Public, State of My Commission Exp	

Development and Operation of the East Hob dated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the obs (San Andres) Unit, Lea County, New Mexico," nt"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ement) in any Tract in the Unit Area may join in the of the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts described	ed is a Royalty Owner (as defined in the Unit ribed in said Unit Agreement;
parties to the Unit Agreement, the undersig	onsideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to h respect to all of its interests in and to all of the
The undersigned Royalty Owner here the Unit Agreement.	eby acknowledges receipt of a full and true copy of
date set forth in said party's acknowledgemen	· • • • • • • • • • • • • • • • • • • •
	Royalty Owner - Ruth Forsburg
	By: Ruth Forsberg Printed Name: Ruth FORSberg
	Printed Name Ruth Forsberg
	Title: Royalty owner
	Date: 2 - 27 - 0 3
**** Carrier Colonia Colonia	before me on
If acknowledgment is for a corporation: STATE OF COUNTY OF	2002 hv
asas	before me on, 2003, by, aid corporation.
a corporation, on behalf of s	said corporation.
	Notary Public, State of My Commission Expires:

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

Development and Operation of the East dated February 14, 2003 (the "Unit Agree County, New Mexico in Volume	led "State/Fee Waterflood Unit, Unit Agreement for the Hobbs (San Andres) Unit, Lea County, New Mexico," ement"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a tagreement) in any Tract in the Unit Area may join in diffication of the Unit Agreement; and
in the Unit Agreement) may join in that for the East Hobbs (San Andres) Unit, L "Unit Operating Agreement"), and reco	ther provides that a Working Interest Owner (as defined a certain agreement entitled "Unit Operating Agreement Lea County, New Mexico" dated February 14, 2003 (the orded in the Lea County Records of Lea County, New Lea by execution of a ratification of the Unit Operating
WHEREAS, each of the undersig Agreement and Unit Operating Agreement	gned is a Working Interest Owner in and under the Unit nt;
parties to the Unit Agreement and Unit (Owner hereby ratifies and agrees to bec Agreement with respect to all of its Agreement and Unit Operating Agreement	one a party to the Unit Agreement and Unit Operating interests in and to all Tracts described in said Unit ent and agrees that its interest in the lands and leasehold ement and Unit Operating Agreement and Unit Operating Sement and Unit Operating Agreement shall be subject to reements.
The undersigned Working Interescopy of the Unit Agreement and Unit Op	st Owner hereby acknowledges receipt of a full and true perating Agreement.
IN WITNESS WHEREOF, each date set forth in said party's acknowledgr	of the undersigned has executed this agreement on the ment.
•	
	Working Interest Owner— By: Printed Name: ERAM ALi Title: Date: 03/05/2003
If in an individual capacity: STATE OF	By: Yaw Printed Name: ERAM ALi Title:
STATE OF TEXAS COUNTY OF MIDLAND	By: Yaw Printed Name: ERAM ALi Title:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the abbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a element) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (0.0/180560)
	By: Solution Nibera Printed Name: SALVATORE RIBERA
	Printed Name: SALVATORE RIBERA
	Title:
	Date: 2-27-03
If in an individual capacity: STATE OF	
Salvature Ribert.	before me on 2-37 , 2003, by
Notary Public-State Of Nevada COUNTY OF CLARK JIM ROSTAD My Appointment Expires March 27, 2004	Notary Public, State of weeklot My Commission Expires: 3 - 27-04
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by
as as corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the 'Unit Agreement'), and recorded in the Lea County, New Mexico, and added February 14, 2003 (the 'Unit Agreement'), and recorded in the County Agreement of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement; NOW, THEREFORE, for adequate consideration, including the mutual agreement of the Parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement. In with the date of the undersigned has executed this agreement on the date set forth in said party's acknowledgement. In with the date set forth in said party's acknowledgement. In with the date set forth in said party's acknowledgement. In an individual capacity: STATE OF COUNTY OF This instrument was acknowledged before me on	
Agreement) in one or more of the Tracts described in said Unit Agreement; NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement. The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement. IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement. Magnelia Royalty Owner - Company Alc. By: Alway O	Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume, Page, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the
parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement. The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement. IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement. Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) Title: President Royalty Owner — (Company , Unic.) By: Where No Royalty Owner — (Company , Unic.) This instrument was acknowledged before me on, 2003, by Company , Unic.) If acknowledgment is for a corporation: STATE OF	
This instrument was acknowledged before me on	parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the
Royalty Owner — COMPANY , SINC. By: Ablus R. NORWOOD Title: Resident Date: 3 5 03 If in an individual capacity: STATE OF COUNTY OF This instrument was acknowledged before me on, 2003, by Notary Public, State of My Commission Expires: This instrument was acknowledged before me on, 2003, by Notary Of This instrument was acknowledged before me on, 2003, by This instrument was acknowledged before me on, 2003, by Tohn R. Norwood as, 2003, by John R. NORWOOD, 2003, by JOHN R. NORWOOD, 2003, by JOHN R. NORWOOD	
By: Dewen Prince Name: JOHN R. NORWOOD Title: RESIDENT Date: 3 5 03 If in an individual capacity: STATE OF COUNTY OF This instrument was acknowledged before me on, 2003, by Notary Public, State of My Commission Expires: If acknowledgment is for a corporation: STATE OF TEXAS COUNTY OF This instrument was acknowledged before me on, 2003, by JOHN R. NORWOOD as	date set forth in said party's acknowledgement. MAGNOLIA ROYALTY
If in an individual capacity: STATE OF	Printed Name: JOHN R. NORWOOD
This instrument was acknowledged before me on	214/22
Notary Public, State of	STATE OF
My Commission Expires: If acknowledgment is for a corporation: STATE OF TEXAS COUNTY OF MIDLAND This instrument was acknowledged before me on March 5, 2003, by JOHN R. NORWOOD as PRESIDENT of MAGNOUA ROYALT? COMPANY, INC. a TEXAS corporation, on behalf of said corporation. DORA H. DUARTE NOTARY PUBLIC STATE OF TEXAS My Commission Expires: Notary Public, State of TEXAS My Commission Expires: My Comm	This instrument was acknowledged before me on, 2003, by
This instrument was acknowledged before me on March 5, 2003, by JOHN R. NORWOOD as PRESIDENT of MAGNOLIA ROYALT? COMPANY, INC. a TEXAS corporation, on behalf of said corporation. DORA H. DUARTE NOTARY PUBLIC STATE OF TEXAS Notary Public, State of TEXAS My Commission Expires 5, 20, 5, 05	Notary Public, State of My Commission Expires:
DORA H. DUARTE NOTARY PUBLIC STATE OF TEXAS DORA H. DUARTE Notary Public, State of TEXAS My Commission Expires 1 20 20 5	STATE OF TEXAS
My Comm. Exp. 5-29-2005	DORA H. DUARTE NOTARY PUBLIC Notary Public. State of TEXAS

RATIFICATION OF AND AGREEMENT TO BECOME A PARTY TO UNIT AGREEMENT AND UNIT OPERATING AGREEMENT EAST HOBBS (SAN ANDRES) UNIT LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a greement) in any Tract in the Unit Area may join in action of the Unit Agreement; and
in the Unit Agreement) may join in that ce for the East Hobbs (San Andres) Unit, Lea "Unit Operating Agreement"), and recorde	provides that a Working Interest Owner (as defined attain agreement entitled "Unit Operating Agreement County, New Mexico" dated February 14, 2003 (the d in the Lea County Records of Lea County, New y execution of a ratification of the Unit Operating
WHEREAS, each of the undersigned Agreement and Unit Operating Agreement;	d is a Working Interest Owner in and under the Unit
parties to the Unit Agreement and Unit Ope Owner hereby ratifies and agrees to becom Agreement with respect to all of its into Agreement and Unit Operating Agreement	consideration, including the mutual agreements of the erating Agreement, the undersigned Working Interest e a party to the Unit Agreement and Unit Operating erests in and to all Tracts described in said Unit and agrees that its interest in the lands and leasehold ent and Unit Operating Agreement shall be subject to ments.
The undersigned Working Interest C copy of the Unit Agreement and Unit Opera	Owner hereby acknowledges receipt of a full and true ting Agreement.
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgmen	6 - C
	Working Interest Owner - (Lois S. Clements)
	Working Interest Owner - (Lois 3. Clements) By: Lois 2. Clements Printed Name: Lois 3. Clements Title:
	By: Lois 3. Clements Printed Name: Lois 3. Clements
	Working Interest Owner - (Lois 3. Clements) By: Lois 2. Clements Printed Name: Lois 3. Clements Title:
If in an individual capacity:	Working Interest Owner - (Lois 3. Clements) By: Lois 2. Clements Printed Name: Lois 3. Clements Title: Date: 28 Feb, 2003 before me on
If in an individual capacity: STATE OF Jos Angeles COUNTY OF Length ma	Working Interest Owner - (Lois 3. Clements) By: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \

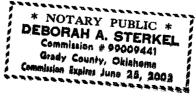
KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement for the Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Mexico," dated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records of Lea County, New Mexico in Volume 1129, Page 549, provides that any owner of a Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Area may join in the Unit Agreement by execution of a ratification of the Unit Agreement; and WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Unit Agreement) in one or more of the Tracts described in said Unit Agreement; NOW, THEREFORE, for adequate consideration, including the mutual agreement of the parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agrees to become a party to the Unit Agreement, with respect to all of its interests in and to all of the Tracts described in said Unit Agreement. The undersigned Royalty Owner hereby acknowledges receipt of a full and true copy of the Unit Agreement. IN WITNESS WHEREOF, each of the undersigned has executed this agreement on the date set forth in said party's acknowledgement. N. Duane In Souther T. Jo) Laney Royalty Owner - (Printed Name: Dorthen L(So) LANEY Date: 3-5-03 If in an individual capacity: STATE OF COUNTY OF This instrument was acknowledged before me on ______, 2003, by Notary Public, State of My Commission Expires: If acknowledgment is for a corporation: STATE OF COUNTY OF This instrument was acknowledged before me on

corporation, on behalf of said corporation.

Notary Public, State of My Commission Expires:

If for a partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by of, a
partnership, on behalf of said partnership.	, 4
•	
·	Natary Dublic State of
	Notary Public, State of My Commission Expires:
	My Commission Expires.
If for a limited partnership:	
STATE OFCOUNTY OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as	of , general
partner of, a	of, general, general, limited partnership on behalf of said limited
partnership.	
	Notary Public, State of
	My Commission Expires:
If for a limited liability company:	**
STATE OF COUNTY OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as	, of, a
limited liability company,	on behalf of said limited liability company.
	National D. 11's Course C
	Notary Public, State of My Commission Expires:
	wy Commission Expires
If for a trustee:	
STATE OF <u>OKlahoma</u> COUNTY OF <u>Grady</u>	į
This instrument was acknowledged	before me on Massach. 5 2003 by
The L. (Jo) Lanew as Trustee	of N. Duane and Dorther 1. (To)
Laney Revocable Trust	
,	before me on <u>March</u> 5, 2003, by of <u>N. Duane and</u> Dorthea L. (50) Deborah A. Stuhel
	Neworah U. Sleve
	Notary Public, State of OK
	My Commission Expires: 6-25-03
	* NOTADY DY



	•
Development and Operation of the East Hobb dated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	tate/Fee Waterflood Unit, Unit Agreement for the is (San Andres) Unit, Lea County, New Mexico," "), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ment) in any Tract in the Unit Area may join in the of the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts descri	d is a Royalty Owner (as defined in the Unit
parties to the Unit Agreement, the undersign	nsideration, including the mutual agreement of the led Royalty Owner hereby ratifies and agrees to respect to all of its interests in and to all of the
The undersigned Royalty Owner hereb the Unit Agreement.	y acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of the date set forth in said party's acknowledgement	e undersigned has executed this agreement on the
R	oyalty Owner – ()
B Pi	y: Marjorie H. Augustine
	itle:
	March 4, 2003
If in an individual capacity: STATE OF TEXAS COUNTY OF STERLING	
Marjorie H. Augustine SHARI COPELAND NY COMMISSION EVENES	otary Public, State of Teyar Ty Commission Expires: 9-30-04
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged be as as corporation, on behalf of sai	of, 2003, by did corporation.
	lotary Public, State of My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled "State/Fee Waterflood Unit, Unit Agreement Development and Operation of the East Hobbs (San Andres) Unit, Lea County, New Medated February 14, 2003 (the "Unit Agreement"), and recorded in the Lea County Records County, New Mexico in Volume, Page, provides that any owner Royalty Interest (as defined in the Unit Agreement) in any Tract in the Unit Agreement Unit Agreement by execution of a ratification of the Unit Agreement; and	exico," of Lea er of a
WHEREAS, each of the undersigned is a Royalty Owner (as defined in the Agreement) in one or more of the Tracts described in said Unit Agreement;	e Unit
NOW, THEREFORE, for adequate consideration, including the mutual agreement parties to the Unit Agreement, the undersigned Royalty Owner hereby ratifies and agreement a party to the Unit Agreement, with respect to all of its interests in and to all Tracts described in said Unit Agreement.	rees to
The undersigned Royalty Owner hereby acknowledges receipt of a full and true c the Unit Agreement.	opy of
IN WITNESS WHEREOF, each of the undersigned has executed this agreement date set forth in said party's acknowledgement.	on the
Royalty Owner – ()
12041	_
By: Kell Bull	
Printed Name: Roy 6. BANTON J.	二
Title:	
Date: 3/6/03	
If in an individual capacity: STATE OF	
This instrument was acknowledged before me on MAKH 6, 20)03, by
OFFICIAL SEAL Joan Isbell Notary Public, State of New Mexico My Commission Expires: 2-6-2005 My Commission Expires: 2-6-2005	
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged before me on, 20	003, by
a corporation, on behalf of said corporation.	
Notary Public, State of	

My Commission Expires:__

Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the bbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a terment) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the undersi	consideration, including the mutual agreement of the gned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (BANTON TRUST)
	By: / Supplied Processing
	Printed Name: Roy 6. BANTON JA
	Title: Trustee
,	Date: 3/6/03
If in an individual capacity: STATE OF WEW MEXICO COUNTY OF LEFT	
This instrument was acknowledged Roy 6. BAHTON Jr., Thus Te	before me on March 6, 2003, by
OFFICIAL SEAL Joan Isbell NOTARY PUBLIC STATE OF NEW MEXICO Avy Commission Expires: 2-6-2005	Notary Public, State of NFW MEXICO My Commission Expires: 2-6-2005
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged as	before me on, 2003, by
a corporation, on behalf of	said corporation.
	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (MARTIN LIVING TRUST)
	By: Karen V. Martin
•	Printed Name: Karen V. Martin
	Title: Sole Trustee
4	Date: 3-6-03
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
i .	
	Notary Public, State of My Commission Expires:
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	before me on, 2003, by said corporation.
a corporation, on behalf of	said corporation.
	Notary Public, State of My Commission Expires:

If for a partnership:		
STATE OF		
COUNTY OF		
This instrument was acknowledged as partner	before me on, 20, a	003, by
partnership, on behalf of said partnership.	,	
	Notone Dublic State of	
	Notary Public, State of My Commission Expires:	
	My Commission Expires.	
76 Co 1''4 . 1		
If for a limited partnership:		
STATE OF		
This instrument was acknowledged	before me on, 20	003, by
as	of,	general
partner of, a	of, limited partnership on behalf of said	limited
partnership.		
	Notary Public, State of	
	My Commission Expires:	
	Try Commission Expires.	
If for a limited liability company:		
STATE OF	-	
COUNTY OF		
This instrument was acknowledged	before me on	003, by
as	of	, a
limited liability company,	on behalf of said limited liability company.	
	77. 79.11	.
	Notary Public, State of	
	My Commission Expires:	
If for a trustee:		
STATE OF TEXAS		
COUNTY OF MIDLAND		
771	2/	000 1
This instrument was acknowledged		003, by
Karen V. Martin as/Trustee	of Martin Living Trust .	
	Carlos Hatha	
CAROLYN HARTZOGE MY COMMISSION EXPIRES	Notary Public, State of Texas	-
CONTRACT OF CAMENIA STATE OF THE STATE OF TH		

My Commission Expires: 5/18/2003

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East H dated February 14, 2003 (the "Unit Agreen County, New Mexico in Volume	d "State/Fee Waterflood Unit, Unit Agreement for Hobbs (San Andres) Unit, Lea County, New Mex ment"), and recorded in the Lea County Records of provides that any owner preement) in any Tract in the Unit Area may join it ion of the Unit Agreement; and	ico," f Lea of a
WHEREAS, each of the undersite Agreement) in one or more of the Tracts de	gned is a Royalty Owner (as defined in the escribed in said Unit Agreement;	Unit
parties to the Unit Agreement, the under	e consideration, including the mutual agreement of signed Royalty Owner hereby ratifies and agree with respect to all of its interests in and to all of	es to
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true cop	y of
IN WITNESS WHEREOF, each o date set forth in said party's acknowledgen	Royalty Owner - (Jan Mal	n the
	Printed Name: Joy H. Kosska44	17/
	Title:	-
If in an individual capacity: STATE OF Flam Begun		
This instrument was acknowledged Toy Loss Dach MARY ANNE GIOIA MY COMMISSION # CC 852664 EXPIRES: July 6, 2003 Bonded Thru Western Surely Company	May (kme (hora) Notary Public, State of Florida, My Commission Expires: 7/4/3	, by
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on, 2003	3, by
a corporation, on behalf of		
	Notary Public, State of	

My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

Development and Operation of the East Hodated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a eement) in any Tract in the Unit Area may join in the n of the Unit Agreement; and
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in the Unit cribed in said Unit Agreement;
parties to the Unit Agreement, the underst	consideration, including the mutual agreement of the igned Royalty Owner hereby ratifies and agrees to the respect to all of its interests in and to all of the
The undersigned Royalty Owner her the Unit Agreement.	reby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Lowelyn Lawy
	By: Loudyn Lover
	Printed Name: EvelyN LANEY
	Title: Owner
	Date: 3-5-03
If in an individual capacity: STATE OF OKLAHAMA COUNTY OF Qillman	
This instrument was acknowledged	before me on, 2003, by
	Notary Public, State of Okclahona My Commission Expires: 4-5-06 Com. # 02005139
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as	said corporation.
	Notary Public, State of

My Commission Expires:

Development and Operation of the East He dated February 14, 2003 (the "Unit Agreem County, New Mexico in Volume	"State/Fee Waterflood Unit, Unit Agreement for the obbs (San Andres) Unit, Lea County, New Mexico," ent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the on of the Unit Agreement; and
WHEREAS, each of the undersig Agreement) in one or more of the Tracts des	med is a Royalty Owner (as defined in the Unit scribed in said Unit Agreement;
parties to the Unit Agreement, the unders	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to ith respect to all of its interests in and to all of the
The undersigned Royalty Owner he the Unit Agreement.	ereby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgem	the undersigned has executed this agreement on the ent.
	Royalty Owner - (Ivan c Dean)
•	Ву:
	Printed Name:
	Title:
	Date: Feb 21, 2003
If in an individual capacity: STATE OF MiSSOURI COUNTY OF Jゖ゙゙゙゙゙゙゙゙゙゚゚゙゙゙゙゙゙゙゙゚゚゚゙゙゙゙゙゙゙゙゙゙゙゙゚゚゚゙゙゙゙	
This instrument was acknowledged THARILGN FIERCE TVAN	before me on FEBRUARY 21, 2003, by
MARILYN PIERCE Notary Public - Notary Seal State of Missouri Jasper County My Commission Expires Jun 25, 2006	My Commission Expires: 6-25-06
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	1 before me on, 2003, by
a as a corporation, on behalf of	said corporation.
	Notary Public, State of
	My Commission Expires:

Development and Operation of the East Hobb dated February 14, 2003 (the "Unit Agreement County, New Mexico in Volume	State/Fee Waterflood Unit, Unit Agreement for the os (San Andres) Unit, Lea County, New Mexico," t"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a ment) in any Tract in the Unit Area may join in the of the Unit Agreement; and
WHEREAS, each of the undersigned Agreement) in one or more of the Tracts described	d is a Royalty Owner (as defined in the Unit ibed in said Unit Agreement;
parties to the Unit Agreement, the undersign	nsideration, including the mutual agreement of the ned Royalty Owner hereby ratifies and agrees to respect to all of its interests in and to all of the
The undersigned Royalty Owner herel the Unit Agreement.	by acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each of th date set forth in said party's acknowledgement	ne undersigned has executed this agreement on the t.
R	Royalty Owner – (BKKA)
. В	By: Bradley A Payre
	Printed Name: BRADLEY H. PAYNE
Т	Title: GENERA PARTNER
Г	Date: 2/26/2003
If in an individual capacity: STATE OF COUNTY OF	
This instrument was acknowledged be	efore me on, 2003, by
, <u>N</u>	Notary Public, State of
If acknowledgment is for a corporation: STATE OF COUNTY OF	
	efore me on, 2003, by, aid corporation.
a corporation, on behalf of sa	aid corporation.
<u>1</u> M	Notary Public, State of My Commission Expires:

If for a partnership:		
STATE OF TX		
COUNTY OF <u>Lubbock</u>		
This instrument was acknowledg Bradley H. Payne as partrepartnership, on behalf of said partnership.	ed before me on <u>Feb. 26</u> , a ge	2003, by
BRENDA STANFIELD Notary Public, State of Texas My Commission Expires 4-23-2004	Brenda Stanfield Notary Public, State of TX My Commission Expires: 4-23-04	<u>_</u>
If for a limited partnership: STATE OF COUNTY OF		
This instrument was acknowledg	ed before me on,	
as	of	_, general
partner of, a, partnership.	limited partnership on behalf of sai	d limited
	Notary Public, State of	
If for a limited liability company: STATE OF COUNTY OF		
This instrument was acknowledg	ed before me on	2003, by
as	of ny, on behalf of said limited liability company	, a
limited liability compar	ny, on behalf of said limited liability company	•
	Notary Public, State of	
If for a trustee:		
STATE OF		
COUNTY OF		
This instrument was acknowledg	ee of	, 2003, by
	Notary Public State of	
	Notary Public, State of	<u> </u>
	-,	_

Development and Operation of the East Hadated February 14, 2003 (the "Unit Agreen County, New Mexico in Volume	d "State/Fee Waterflood Unit, Unit Agreement for the lobbs (San Andres) Unit, Lea County, New Mexico," nent"), and recorded in the Lea County Records of Lea, Page, provides that any owner of a reement) in any Tract in the Unit Area may join in the lon of the Unit Agreement; and
WHEREAS, each of the undersi Agreement) in one or more of the Tracts do	gned is a Royalty Owner (as defined in the Unit escribed in said Unit Agreement;
parties to the Unit Agreement, the under	consideration, including the mutual agreement of the signed Royalty Owner hereby ratifies and agrees to with respect to all of its interests in and to all of the
The undersigned Royalty Owner h the Unit Agreement.	ereby acknowledges receipt of a full and true copy of
IN WITNESS WHEREOF, each o date set forth in said party's acknowledgen	f the undersigned has executed this agreement on the nent.
	Royalty Owner - (Laurie Tuanita Scott
	By: Laurie Juanita Scott Printed Name: Laurie Juanita Scott
	Printed Name: Laurie Juanita Scott
	Title:
	Date: $2-27-03$
If in an individual capacity: STATE OF New Mexico COUNTY OF Bornali 110	
This instrument was acknowledge	d before me on February 27, 2003, by
NOTARY PUBLIC STATE OF NEW MEXICO Linda L. Dryden My Commission Expires 22-04	Notary Public, State of New Mexico My Commission Expires: 8-22-04
If acknowledgment is for a corporation: STATE OF COUNTY OF	
This instrument was acknowledge	d before me on, 2003, by
a as a corporation, on behalf o	d before me on, 2003, by, f said corporation.
	Notary Public, State of My Commission Expires:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, an Agreement entitled Development and Operation of the East Ho dated February 14, 2003 (the "Unit Agreeme County, New Mexico in Volume Royalty Interest (as defined in the Unit Agree Unit Agreement by execution of a ratification	ent"), and recorded in the Lea County Record , Page, provides that any ow the ement) in any Tract in the Unit Area may jo	Mexico," Is of Lea ner of a
WHEREAS, each of the undersign Agreement) in one or more of the Tracts des	ned is a Royalty Owner (as defined in cribed in said Unit Agreement;	the Unit
NOW, THEREFORE, for adequate of parties to the Unit Agreement, the undersibecome a party to the Unit Agreement, with Tracts described in said Unit Agreement.		grees to
The undersigned Royalty Owner her the Unit Agreement.	eby acknowledges receipt of a full and true	copy of
IN WITNESS WHEREOF, each of date set forth in said party's acknowledgement	the undersigned has executed this agreement. Ond Lois Lynch And Lois Lynch Royalty Owner – (Chara Mais 2)	nt on the 1-individual april peroceple The
	By: Anna Lois Lynch - Indiversity Printed Name: anna Lois Lynch Rev	dual OCAbleTrust
	Title:	
	Date:	
If in an individual capacity: STATE OF () DIO NOMA COUNTY OF () OM () Ch. L	۸ ، م <i>ن</i>	94
This instrument was acknowledged to the total arms.	Notary Public, State of Opphoma My Commission Expires: 4/22/2004 #; 0000 5002 1	2003, by
If acknowledgment is for a corporation: STATE OF COUNTY OF		
	before me on,	
as	said corporation.	•
	-	

Notary Public, State of ______ My Commission Expires:____

If for a partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowledged as partner	before me on, 2003, by of, a
partnership, on behalf of said partnership.	
	Notary Public, State of My Commission Expires:
	wiy Collinission Expires.
If for a limited partnership:	
STATE OF	
COUNTY OF	
This instrument was acknowledged	before me on, 2003, by
as	of, general, general, limited partnership on behalf of said limited
partner of, a	limited partnership on behalf of said limited
	Notary Public, State of
	My Commission Expires:
	•
If for a limited liability company:	
STATE OF	~
COUNTY OF	•
This instrument was acknowledged as	before me on, 2003, by
	on behalf of said limited liability company.
	Notary Public, State of
	My Commission Expires:
YE Company of the second of th	
If for a trustoe: John homa	
COUNTY OF COM anche	Λ
	before me on Sto by 27th, 2003, by
(inn how almon as Trustee	of Uhna hois dench
0	Revocable Trust
	h) i and him
	Notary Public, State of Orland
	My Commission Expires: 4/22/2004

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