

BEFORE THE  
OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO.  
EXHIBIT No. 2  
CASE 971

UNIT AGREEMENT  
FOR THE DEVELOPMENT AND OPERATION OF THE  
ETZ DEEP UNIT AREA  
LEA COUNTY, NEW MEXICO  
NO. \_\_\_\_\_

THIS AGREEMENT, entered into as of the 9<sup>th</sup> day of September,  
1955, by and between the parties subscribing, ratifying, or consenting  
hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

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

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico  
is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to  
consent to or approve this agreement on behalf of the State of New Mexico,  
insofar as it covers and includes lands and mineral interests of the State  
of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico  
is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193,  
Laws of 1937, Chap. 166, Laws of 1941, and Chap. 168, Laws of 1949)  
to approve this agreement and the conservation provisions hereof; and

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

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

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

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

2. UNIT AREA: The following described land as to all formations and depths below four thousand (4,000) feet below the surface of the ground is hereby designated and recognized as constituting the Etz Deep Unit area:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 20 S., R. 33E.

Sec. 35:  $9\frac{1}{2}$

Sec. 36: All

T. 21 S., R. 32 E.

Sec. 1: All

Sec. 2: All

Sec. 3: SE $\frac{1}{4}$

Sec. 10: E $\frac{1}{2}$

Sec. 11: All

Sec. 12: All

Sec. 13: All

Sec. 14: All

Sec. 15: E $\frac{1}{2}$

Sec. 23: NE $\frac{1}{4}$

Sec. 24: NE $\frac{1}{2}$

T. 21 S., R. 33E.

Sec. 6: Lots 3, 4, 5, 6, 11, 12, 13,  
14, 17, 18, E $\frac{1}{2}$  SW $\frac{1}{4}$   
Sec. 7: Lots 1, 2, 3, 4, E $\frac{1}{2}$  W $\frac{1}{2}$   
Sec. 18: Lots 1, 2, 3, 4, E $\frac{1}{2}$  W $\frac{1}{2}$

Situated in Lea County, New Mexico, containing 7,928.48 acres,  
more or less.

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

The above described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, after preliminary concurrence by the Director, shall prepare a notice of proposed expansion or contraction describing

the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator, together with an application, in sufficient number, for approval of such expansion or contraction, and with appropriate jointers:

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

(e) Automatic Elimination - All legal subdivisions of unitized lands (i.e., 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless at the expiration of said 5 year period diligent, drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations

are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 90 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled, "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by unit operator and subject to approval of the Director. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2 (e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interests (exclusive of the basic royalty interests of the United States), on a total-nonparticipating-acreage basis, respectively, with approval of the Director, provided such extension application is submitted to the Director not later than 60 days prior to the expiration of said 10-year period.

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

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3. UNITIZED LAND AND UNITIZED SUBSTANCES: The above described  
land as to all depths and formations below 4000 feet below the surface  
of the ground shall constitute land referred to herein as "unitized  
land" or "land subject to this agreement". All oil and gas in any and  
all formations of the unitized land, below the depth of 4000 feet, are  
unitized under the terms of this agreement and herein are called  
"unitized substances".

4. UNIT OPERATOR. Phillips Petroleum Company, a Delaware Cor-  
poration with an operating office at Bartlesville, Oklahoma, is  
hereby designated as Unit Operator and by signature hereto as Unit  
Operator agrees and consents to accept the duties and obligations of  
Unit Operator for the discovery, development, and production of unitized  
substances as herein provided. Whenever reference is made herein to the  
Unit Operator, such reference means the Unit Operator acting in that  
capacity and not as an owner of interest in unitized substances, and  
the term "working interest owner" when used herein shall include or refer  
to Unit Operator as the owner of a working interest when such an interest  
is owned by it.

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

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

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

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

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

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in

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

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest

owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section should be filed with the Supervisor, and one true copy with the Commissioner, prior to approval of this agreement by the Director.

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

9. DRILLING TO DISCOVERY. Within six months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, if such location is upon lands of the United States, and if upon State or privately owned lands, such location shall be approved by the Commission or Commissioner whichever is appropriate, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling

diligently until the Devonian formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor and the Commissioner that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 15,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if on Federal land, or the Commissioner if on State land or the Commission if on privately owned land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder. Nothing in this Section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or to continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this Section. The Director and the Commissioner may modify the drilling requirements of this Section by granting reasonable extensions of time, when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this Section, the Director and the Commissioner may, after reasonable notice to the Unit Operator and each working interest owner, lessee, and lessor at

their last known addresses, declare this unit agreement terminated.

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

The Supervisor and Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and Commission shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor or the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on sub-divisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of completion of such well or the effective date of this agreement, whichever is later. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner and the Commission. The participating

area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, provided, however, that a more appropriate effective date may be used if justified by the unit operator and approved by the Director. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

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

Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal land, and Commissioner as to wells on State

land, and the Commission as to wells on privately-owned land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total number of acres of unitized land in said participating area except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise.

It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land, the Commissioner as to State land, and the Commission as to privately owned land, at such party's sole risk, cost and expense, drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

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

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

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

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area, and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free

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

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

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

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

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

16. RIGHTS OF WORKING INTEREST OWNERS IN UNITIZED SUBSTANCES.

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

Any working interest owner who takes its share of the unitized substances in kind shall pay or secure the payment of the royalty on its interest and furnish at its own expense all tankage and other equipment necessary for taking said unitized substances in kind and shall also pay any other additional expenses of Unit Operator occasioned thereby. Likewise, any royalty owners who under existing contracts are entitled to take their share of the unitized substances in kind shall furnish at their own expense all equipment necessary in connection therewith, and shall reimburse Unit Operator for all expenses incurred on account thereof; provided, that as to Federal lands such expense, equipment and storage of royalty oil taken in kind shall be assumed and furnished pursuant to the provisions of the Federal leases involved.

17. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and

efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulations.

18. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for Federal land, or as approved by the Commissioner as to State land, or as determined by agreement between the Unit Operator and the royalty owner as to fee land.

19. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

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

predecessors in interest, or any of them.

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

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

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

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

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term

so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585): "Any (Federal) lease hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization: Provided, however, That any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

(h) Any lease, other than a Federal lease, having only a portion of its lands fully committed hereto shall be segregated as to the portion committed and the portion not committed, and the provisions of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if unitized substances are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or

the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of unitized substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands.

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

21. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and shall terminate five years after such date unless (a) such date of expiration is extended by the Director and Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and Commissioner, or (c) a valuable discovery of unitized substances has

been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing the same from wells on unitized land within any participating area established hereunder, and should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

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

22. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement, when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or

State law; provided, however, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

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

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

24. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the Commissioner or Commission, or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the Commissioner or Commission, or any other legally

constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

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

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

27. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

28. FAIR EMPLOYMENT. In connection with the performance of work under this agreement, the Operator agrees not to discriminate against

any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

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

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

30. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, Commissioner and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and if the interest is a working interest, by the owner of such interest also subscribing to the Unit Operating Agreement. After operations are commenced hereunder, the right of subsequent joinder as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the Unit Operating Agreement. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Joinder by any owner of a non-working interest at any time must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided, subsequent joinders to this Agreement shall be effective as of the first day of the month following the filing with the Supervisor, the Commissioner and the Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Commissioner or Commission.

31. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or

may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

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

ATTEST:

[Signature]  
Assistant Secretary

Date September 9, 1955

PHILLIPS PETROLEUM COMPANY

By [Signature]  
Vice President

Address Phillips Building

Bartlesville, Oklahoma

APPROVED AS TO FORM

By [Signature]  
Attorney  
Phillips Petroleum Company

UNIT OPERATOR AND  
WORKING INTEREST OWNER

WORKING INTEREST OWNERS

ATTEST:

[Signature]  
Assistant Secretary

Date SEP 13 1955

SKELLY OIL COMPANY

By [Signature]  
President

Address Skelly Oil Building

Tulsa, Oklahoma

Approved as to  
Form [Signature]

ATTEST:

[Signature]  
Secretary

Date September 13, 1955

ANDERSON-PRICHARD OIL CORPORATION

By [Signature]  
President

Address Liberty Bank Building

Oklahoma City 2, Oklahoma

ATTEST:

Marie Rodgers  
Assistant Secretary

Date Sept. 28, 1955

CONTINENTAL OIL COMPANY

By W. H. Lamp  
President ATTORNEY IN FACT

Address 1710 Fair Building  
Fort Worth 2, Texas

*John  
W. H. Lamp  
mud  
RDP*

ATTEST:

L. G. Edelman  
Assistant Secretary

Date Sept. 21, 1955  
L. G. Edelman

THE OHIO OIL COMPANY

By F. L. Fox  
Vice President F. L. Fox

Address P. O. Box 552  
Midland, Texas

Approved  
As To Form  
*[Signature]*  
J. D. B.

ATTEST:

Robert G. Bundy  
Secretary

Date Sept. 22, 1955

SOUTHERN CALIFORNIA PETROLEUM CORPORATION

By William A. Mann  
VICE President

Address P. O. Box 1071  
Midland, Texas

APPROVED BY  
*EPM dm*  
*Phone 9/1/55*

Date SEPT 4 1955

TEXAS COMPANY

J. M. Ashby Jr.  
ATTORNEY-IN-FACT

Address PRODUCING DEPT  
P. O. BOX 1720  
FORT WORTH 11, TEXAS

Date \_\_\_\_\_

Address \_\_\_\_\_

Date Sept. 15, 1955

H. L. Brown

Address H. L. BROWN,  
FORT WORTH NAT'L BANK BLDG.  
FORT WORTH, TEXAS

Date Sept. 15, 1955

Elizabeth Brown

Address \_\_\_\_\_

Date Sept. 15, 1955

W. Ridley Wheeler

Address W. RIDLEY WHEELER  
FORT WORTH NAT'L BANK BLDG.  
FORT WORTH, TEXAS

Date Sept. 15, 1955

Glossie Northcutt Wheeler

Address \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Date: SEPT. 17, 1955

  
E. A. CULBERTSON  
Box 1071  
Midland, Texas

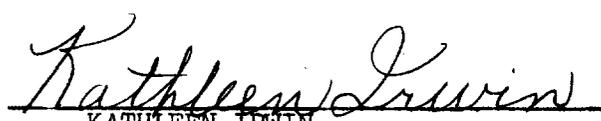
Date: SEPT. 17, 1955

  
MARION CULBERTSON

Date: SEPT. 17, 1955

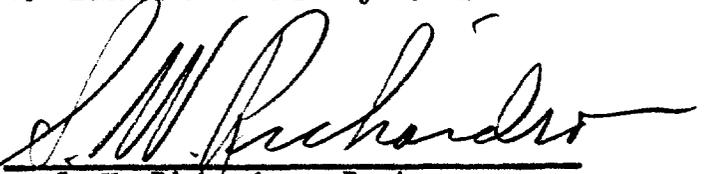
  
WALLACE W. IRWIN  
Box 1071  
Midland, Texas

Date: SEPT. 17, 1955

  
KATHLEEN IRWIN

RICHARDSON & BASS  
a partnership composed of  
S. W. Richardson and Perry R. Bass

SEP 19 1955

By   
S. W. Richardson, Partner

SEP 17 1955

By   
Perry R. Bass, Partner

SEP 17 1955

By   
Nancy Lee Bass, wife of  
Perry R. Bass

Address RICHARDSON & BASS  
12th Floor Ft. Worth National Bank Bldg.  
FORT WORTH, TEXAS

OTHER PARTIES

Marion Culbertson  
M. Culbertson

BOX 1071  
MIDLAND, TEXAS

Date SEPT. 17, 1955

Address \_\_\_\_\_

\_\_\_\_\_

Kathleen Lewis  
Walla Krown

BOX 1071  
MIDLAND, TEXAS

Date SEPT. 17, 1955

Address \_\_\_\_\_

\_\_\_\_\_

SOUTHERN CALIFORNIA PETROLEUM  
CORPORATION

William J. Hamner

VICE-PRESIDENT

Attest  
Robert G. Bundy  
Secretary

Date SEP 22 1955

Address BOX 1071  
MIDLAND, TEXAS

\_\_\_\_\_

Attest  
Robert G. Bundy  
Secretary

Date SEP 22 1955

CAMPBELL DEPOTTING COMPANY  
John Woodward

PRESIDENT

Address BOX 1071  
MIDLAND, TEXAS

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_  
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Date \_\_\_\_\_

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Date \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF WASHINGTON

On this 9<sup>th</sup> day of September, 1955, before me appeared C.O. STARK to me personally known, who, being by me duly sworn, did say that he is Vice President of PHILLIPS PETROLEUM COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said C.O. STARK acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

12-29-57

Walter Shelton  
Notary Public in and for Washington County, Oklahoma.

STATE OF OKLAHOMA

COUNTY OF TULSA

On this 13<sup>th</sup> day of Sept., 1955, before me appeared A. L. CASHMAN to me personally known, who, being by me duly sworn, did say that he is Vice President of SKELLY OIL COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said A. L. CASHMAN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

HAZEL M. BRADY  
Notary Public, Tulsa County, Oklahoma  
My Commission Expires January 21, 1957

Hazel M. Brady  
Notary Public in and for Tulsa County, Oklahoma.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

On this 13<sup>th</sup> day of September, 1955, before me appeared ROLAND V. RODMAN to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of ANDERSON-PRICHARD OIL CORPORATION, a corporation, and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said ROLAND V. RODMAN acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires:

1-13-58

Mary Jane M<sup>c</sup>Allister  
Notary Public in and for Oklahoma County, Oklahoma.

STATE OF TEXAS

COUNTY OF TARRANT

On this 28th day of September, 1955, before me appeared W. O. HAM, JR. to me personally known, who, being by me duly sworn, did say that he is ATTORNEY IN FACT of CONTINENTAL OIL COMPANY, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said W. O. HAM, JR. acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

June 1, 1957

Mary E. Mackerney MARY E. MACKERNEY Notary Public in and for Tarrant County, Texas.

STATE OF OHIO

COUNTY OF Hancock

On this 21st day of September, 1955, before me appeared F. L. Fox to me personally known, who, being by me duly sworn, did say that he is Vice President of OHIO OIL COMPANY, a corporation, and the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. L. Fox acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

E. L. SIMON NOTARY PUBLIC, HANCOCK COUNTY, OHIO MY COMMISSION EXPIRES JUNE 27, 1958

E. L. Simon Notary Public in and for Hancock County, Ohio.

STATE OF California

COUNTY OF Los Angeles

On this 22nd day of September, 1955, before me appeared WILLIAM H. MANNON to me personally known, who, being by me duly sworn, did say that he is Vice President of SOUTHERN CALIFORNIA PETROLEUM CORPORATION, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said WILLIAM H. MANNON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

My Commission Expires Aug. 21, 1959

Robert Woodward Notary Public in and for Los Angeles County, California.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF TARRANT

On this 15th day of September, 1955, before me personally appeared H. L. BROWN and ELIZABETH MARIE BROWN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

June 1, 1957

Mary Evelyn Scott  
Mary Evelyn Scott, Notary Public in and for  
Tarrant County, Texas

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

1955, before me personally

STATE OF TEXAS  
COUNTY OF TARRANT

On this 15th day of September, 1955, before me personally appeared W. RIDLEY WHEELER and FLOSSIE WHELFORD WHEELER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

June 1, 1957

Mary Evelyn Scott  
Mary Evelyn Scott, Notary Public in and for  
Tarrant County, Texas

STATE OF TEXAS  
COUNTY OF TARRANT

On this 14th day of September, 1955, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is the Attorney-in-Fact for The Texas Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and seal of office this the 14th day of September, 1955.

My Commission Expires  
June 1, 1957

Ann Schroeder  
Notary Public in and for  
Tarrant County, Texas

ILLEGIBLE

STATE OF TEXAS  
COUNTY OF MIDLAND

On this 17th day of September, 1955, before me personally appeared E. A. CULBERTSON and MARION CULBERTSON, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires:

June 5, 1957

Gertrude S. Ruff Gertrude S. Ruff  
Notary Public in and for  
Midland County, Texas

STATE OF TEXAS  
COUNTY OF MIDLAND

On this 17th day of September, 1955, before me personally appeared WALLACE W. IRWIN and KATHLEEN IRWIN, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My commission expires:

June 5, 1957

Gertrude S. Ruff Gertrude S. Ruff  
Notary Public in and for  
Midland County, Texas

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF Texas |

COUNTY OF Tarrant |

On this 17 day of September, 1955, before me personally appeared D. W. Richardson to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:  
June 1, 1957

Patricia Frazier  
Notary Public in and for Tarrant  
County Texas.

STATE OF Texas |

COUNTY OF Tarrant |

On this 17 day of September, 1955, before me personally appeared Perry R. Bass to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:  
June 1, 1957

Patricia Frazier  
Notary Public in and for Tarrant  
County Texas.

STATE OF TEXAS

COUNTY OF TARRANT

On this 19th day of September, 1955, before me personally appeared NANCY LEE BASS, wife of Perry R. Bass, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:  
June 1, 1957

Patricia Frazier  
Notary Public in and for  
Tarrant County, Texas.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 22nd day of September, 1955, before me appeared Tyler F. Woodward, to me personally known, who, being by me duly sworn, did say that he is President of Casey Drilling Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Tyler F. Woodward acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires May 23, 1958

  
\_\_\_\_\_  
Notary Public in and for Los  
Angeles County, California

My Commission expires:

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

**ILLEGIBLE**

STATE OF \_\_\_\_\_ |

COUNTY OF \_\_\_\_\_ |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF \_\_\_\_\_ |

COUNTY OF \_\_\_\_\_ |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

STATE OF \_\_\_\_\_ |

COUNTY OF \_\_\_\_\_ |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1955, before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ he executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

My Commission expires:

\_\_\_\_\_

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

## EXHIBIT "B"

ETZ DEEP UNIT, LEA COUNTY, NEW MEXICO  
TWP. 20 and 21 SOUTH, RGS. 32 and 33 EAST

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS  
INTERESTS IN ALL LANDS IN THE UNIT AREA

Tract No.	Description of Land	No. of Acres	Application or Serial No. & Effective Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest Owner*
<u>FEDERAL LAND</u>							
1	T-21-S, R-32-E Sec. 1: All	955.20	LC 063466 USA 9/1/46	All	Southern California Petroleum Corporation $\frac{1}{2}$ E. A. Culbertson $\frac{1}{4}$ Wallace W. Irwin $\frac{1}{4}$	Oil Royalties Corp., $\frac{1}{4}$ of 1% Max W. Coll 1/8 of 1% Estate of F. A. Andrews $\frac{1}{4}$ of 1% Argo Oil Corp., $\frac{1}{4}$ of 1% Eleanor T. Wheeler 1% Marion Culbertson 3/16 of 1% Kathleen Irwin 3/16 of 1% Southern California Petroleum 2 3/4% Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5
2	T-21-S, R-32-E Sec. 3: E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	LC 063467 USA 10/1/46	All	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{4}$ Wallace W. Irwin $\frac{1}{4}$	Oil Royalties Corp., $\frac{1}{4}$ of 1% Hattie C. Evans 1/8 of 1% H. E. Cowley $\frac{1}{4}$ of 1% Max W. Coll 1/8 of 1% Estate of F. A. Andrews $\frac{1}{4}$ of 1% Argo Oil Corp. $\frac{1}{4}$ of 1% Marion Culbertson 15/16 of 1% Kathleen Irwin 15/16 of 1% Camay Drilling Co. 1 7/8% Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5
3	T-21-S, R-32-E Sec. 10: NE $\frac{1}{4}$	160.00	LC 063664 USA 3/1/51	All	Lucy R. Muse	Pauline V. Trigg et vir John H. Trigg 5%	Richardson & Bass

4	T-21-S, R-32-E Sec. 2: Lots 11, 12, 13, 14.	160.00	LC 069493 USA 3/1/50	All	H. R. Brown $\frac{1}{2}$ W. R. Wheeler $\frac{1}{2}$	Fenelon Boesche et ux Martha Watson Boesche 3%	H. R. Brown $\frac{1}{2}$ W. R. Wheeler $\frac{1}{2}$
5	T-21-S, R-32-E Sec. 2: Lots 1-10, 15, 16 Sec. 10: SE $\frac{1}{4}$ Sec. 13: S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 14: S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 15: E $\frac{1}{2}$ T-21-S, R-33-E Sec. 18: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$	1428.05	LC 070042 USA 8/1/49	All	Skelly Oil Company	Skelly Oil Company	Skelly Oil Company
6	T-21-S, R-32-E Sec. 23: N $\frac{1}{2}$ Sec. 24: N $\frac{1}{2}$	640.00	NM 0672 USA 3/1/50	All	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{4}$ Wallace W. Irwin $\frac{1}{4}$	Marion Culbertson 1 $\frac{1}{4}$ % Kathleen Irwin 1 $\frac{1}{4}$ % Camay Drilling Co. 2 $\frac{1}{2}$ % Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5
7	T-21-S, R-32-E Sec. 3: W $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	NM 0732 USA 11/1/51	All	Ewell H. Muse, Jr.	Ralph Lannom et ux Renalee Lannom \$500. per acre out of 3% production	Richardson & Bass
8	T-20-S, R-33-E Sec. 35: S $\frac{1}{2}$	320.00	NM 0890A USA 4/1/50	All	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson $\frac{1}{4}$ Wallace W. Irwin $\frac{1}{4}$	F. A. Andrews 3/8 of 1% Marshall & Winston, Inc. $\frac{1}{4}$ of 1% D. M. Wallace $\frac{1}{4}$ of 1% Ronald K. DeFord $\frac{1}{4}$ of 1% Neill Wills $\frac{1}{4}$ of 1% W. P. Sanders 1/8 of 1% Mrs. Jimmie Saunders individually and as executrix of the Estate of H. P. Saunders, Jr., and the devisees of H. P. Saunders, Jr. Total 5%	Southern California Petroleum Corp. $\frac{1}{2}$ E. A. Culbertson 1/20 Wallace W. Irwin 1/20 The Texas Company 2/5

T-21-S, R-32-E  
 Sec. 13: N $\frac{1}{2}$ , N $\frac{1}{2}$ , S $\frac{1}{2}$   
 Sec. 14: N $\frac{1}{2}$ , N $\frac{1}{2}$ , S $\frac{1}{2}$

960.00 NM 01046 USA All  
 4/1/50

Alva Nye Etz 50/750 of Phillips Petroleum  
 1 7/8% Company  
 Southland Royalty Co.  
 125/750 of 1 7/8%  
 Wallace W. Irwin 125/1500  
 of 1 7/8%  
 Southern California Pet-  
 roleum Corp. 125/1500 of  
 1 7/8%  
 R. M. Barron 25/750 of 1 7/8%  
 P. H. Pewitt 50/750 of 1 7/8%  
 R. K. Stovall 50/750 of 1 7/8%  
 Eleanor English 100/750 of 1 7/8%  
 Ray E. Hubbard 6/80 of 1 7/8%  
 G. E. Hubbard 6/80 of 1 7/8%  
 W. W. Lechner 6/80 of 1 7/8%  
 Lulu Snively Rush Blair 3/80  
 of 1 7/8%  
 Boyce Rush Davis 3/160 of 1 7/8%  
 Ruth Rush Weaver 3/160 of 1 7/8%  
 Total 1 7/8%

· 10 T-21-S, R-32-E  
 Sec. 11: NE $\frac{1}{4}$ , SW $\frac{1}{4}$   
 Sec. 12: W $\frac{1}{2}$

640.00 NM 01070 USA All  
 5/1/50

Phillips Petroleum  
 Company and  
 Anderson-Pritchard  
 Oil Corporation

Alva Nye Etz 50/750 of Phillips Petroleum  
 1 7/8% Company and  
 Southland Royalty Co. Anderson-Pritchard  
 125/750 of 1 7/8% Oil Corporation  
 Wallace W. Irwin 125/1500  
 of 1 7/8%  
 Southern California Pet-  
 roleum Corp. 125/1500 of  
 1 7/8%  
 R. M. Barron 25/750 of 1 7/8%  
 P. H. Pewitt 50/750 of 1 7/8%  
 R. K. Stovall 50/750 of 1 7/8%  
 Eleanor English 100/750 of 1 7/8%  
 Ray E. Hubbard 6/80 of 1 7/8%  
 G. E. Hubbard 6/80 of 1 7/8%  
 W. W. Lechner 6/80 of 1 7/8%  
 Lulu Snively Rush Blair 3/80 of 1 7/8%  
 Boyce Rush Davis 3/160 of 1 7/8%  
 Ruth Rush Weaver 3/160 of 1 7/8%  
 Total 1 7/8%

11 T-21-S, R-32-E Anderson-Prichard Oil Corp. 560.00 NM 01162 USA All Anderson-Prichard Oil Corp. 3/1/50  
 Sec. 11: NW $\frac{1}{4}$ , SE $\frac{1}{4}$   
 Sec. 12: E $\frac{1}{2}$  NE $\frac{1}{4}$ , SE $\frac{1}{4}$

Alva Nye Etz 50/750 of 1 7/8%  
 Southland Royalty Co. 125/750 of 1 7/8%  
 Wallace W. Irwin 125/1500 of 1 7/8%  
 Southern California Petroleum Corp. 125/1500 of 1 7/8%  
 R. M. Barron 25/750 of 1 7/8%  
 P. H. Pewitt 50/750 of 1 7/8%  
 R. K. Stovall 50/750 of 1 7/8%  
 Eleanor English 100/750 of 1 7/8%  
 Ray E. Hubbard 6/80 of 1 7/8%  
 G. E. Hubbard 6/80 of 1 7/8%  
 W. W. Lechner 6/80 of 1 7/8%  
 Lulu Snively Rush Blair 3/80 of 1 7/8%  
 Boyce Rush Davis 3/160 of 1 7/8%  
 Ruth Rush Weaver 3/160 of 1 7/8%  
 Total 1 7/8%

12 T-21-S, R-32-E Anderson-Prichard Oil Corp. 80.00 NM 01163 USA All Anderson-Prichard Oil Corp. 11/1/50  
 Sec. 11: NW $\frac{1}{4}$ , SE $\frac{1}{4}$   
 Sec. 12: W $\frac{1}{2}$  NE $\frac{1}{4}$

Alva Nye Etz 50/750 of 1 7/8%  
 Southland Royalty Co. 125/750 of 1 7/8%  
 Wallace W. Irwin 125/1500 of 1 7/8%  
 Southern California Petroleum Corp. 125/1500 of 1 7/8%  
 R. M. Barron 25/750 of 1 7/8%  
 P. H. Pewitt 50/750 of 1 7/8%  
 R. K. Stovall 50/750 of 1 7/8%  
 Eleanor English 100/750 of 1 7/8%  
 Ray E. Hubbard 6/80 of 1 7/8%  
 G. E. Hubbard 6/80 of 1 7/8%  
 W.W. Lechner 6/80 of 1 7/8%  
 Lulu Snively Rush Blair 3/80 of 1 7/8%  
 Boyce Rush Davis 3/160 of 1 7/8%  
 Ruth Rush Weaver 3/160 of 1 7/8%  
 Total 1 7/8%

13	<u>T-21-S, R-32-E</u> Sec. 2: S $\frac{1}{2}$	320.00	NM 01294 12/1/51	USA	All	Ewell H. Muse, Jr.	Harold A. Thompson, et ux Shirley Thompson 5%	Richardson & Bass
14	<u>T-21-S, R-33-E</u> Sec. 6: Lots 3, 4, 5 & 6	148.47	NM 02388 11/1/50	USA	All	Lucy R. Muse	I. W. Bosworth et ux Esther Bosworth 3% C. T. Seale et ux Jimmie M. Seale 2% Total - 5%	Richardson & Bass

---

14 FEDERAL TRACTS, CONTAINING 6,531.72 ACRES OR 82.38% OF UNIT AREA

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\*Some working interests are held under Option Agreements, which will be promptly exercised upon approval of the Unit Agreement.

Tract Description No.	No. of Acres	Serial No. & Expiration date of lease	Basic Royalty & Percentage	Leases of Record	Overriding Royalty & Percentage	Working Interest
<u>STATE LAND</u>						
15	151.02	E 1933 6/10/58	State of New Mexico All	Phillips Petroleum Co.		Phillips Petroleum Company
16	151.87	E 1935 6/10/58	State of New Mexico All	Phillips Petroleum Co.		Phillips Petroleum Co.
17	302.84	E 2371 1/10/59	State of New Mexico All	The Ohio Oil Company		The Ohio Oil Co.
18	151.03	E 8101 4/20/64	State of New Mexico All	Skelly Oil Co.		Skelly Oil Co.
19	640.00	E 8669 11/16/64	State of New Mexico All	Continental Oil Co.		Continental Oil Company
<u>5 STATE TRACTS, CONTAINING 1396.76 ACRES OR 17.62% OF UNIT AREA</u>						

TOTAL 19 TRACTS, CONTAINING 7,928.48 ACRES, ETZ DEEP UNIT AREA

CERTIFICATION--DETERMINATION

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

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

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

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

Dated \_\_\_\_\_.

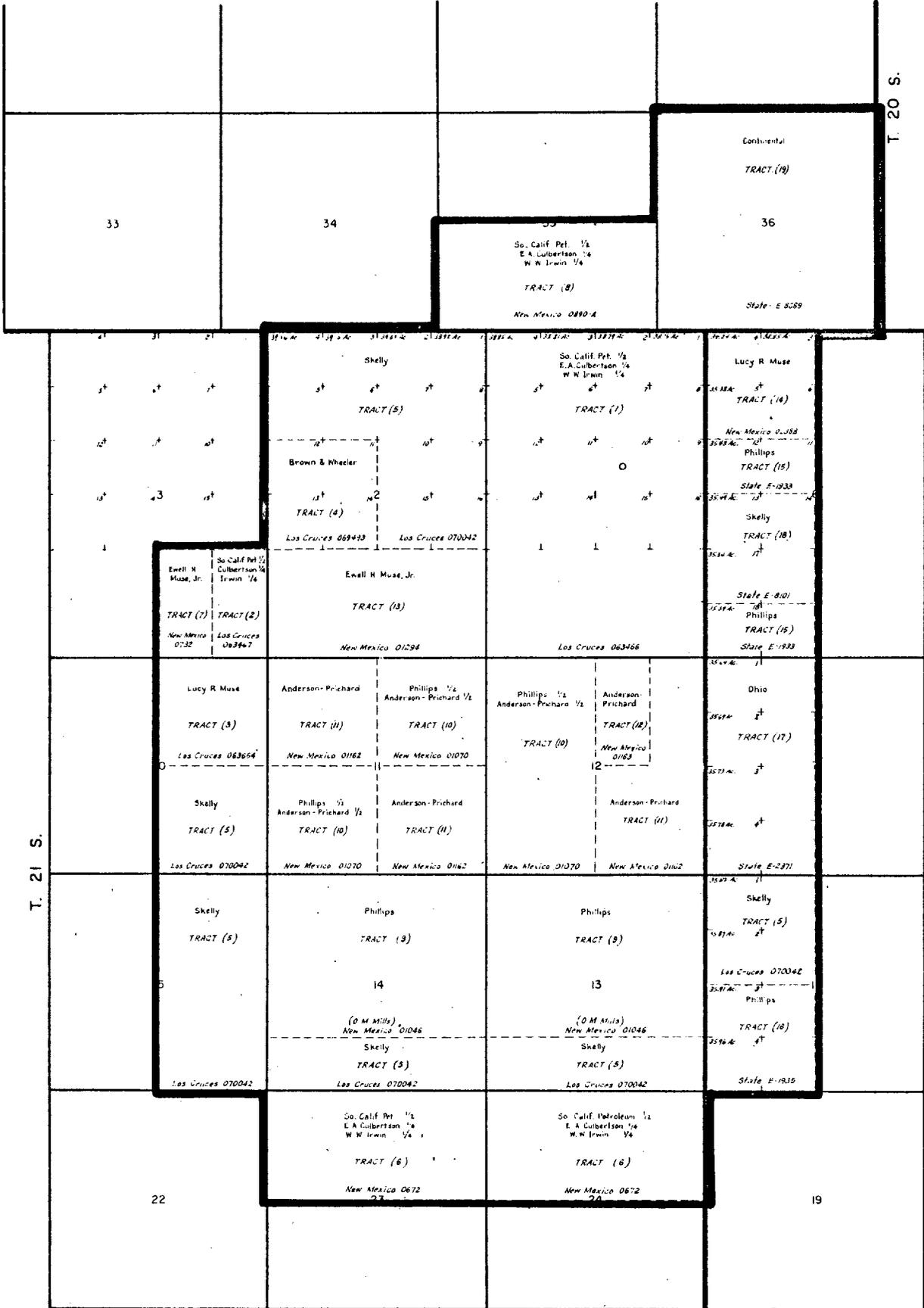
Director, United States Geological Survey.

1955  
 OSWELL, NEW MEXICO

R. 33 E.

T. 20 S.

T. 20 S.



R. 32 E.

R. 33 E.

**EXHIBIT "A"**

PHILLIPS PETROLEUM COMPANY - OPERATOR

**ETZ DEEP UNIT**

LEA COUNTY, NEW MEXICO

SCALE: 1" = 2000'

Date Submitted \_\_\_\_\_

- FEDERAL LANDS
- STATE LANDS
- PROPOSED TEST WELL

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: October 7, 1955

Attest: \_\_\_\_\_

*Long W. Nelson*

OIL ROYALTIES CORPORATION

*Augustine*  
\_\_\_\_\_  
President

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1730 Osage

*A. M. Mills*

Bethelwell, Okla

*Adm M. Mills*

Date: JANUARY 20, 1956

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF OKLAHOMA )  
COUNTY OF WASHINGTON ) SS

On this 20<sup>th</sup> day of JANUARY, 1956, before me personally appeared

O.M. MILLS and ADA M. MILLS, his wife

\_\_\_\_\_ to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Nathan Shelton  
Notary Public in and for Washington  
County, Oklahoma.

My Commission Expires December 29, 1957

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF **CALIFORNIA** )  
COUNTY OF **LOS ANGELES** )

On this **7th** day of **October**, 195**5**, before me appeared \_\_\_\_\_

**JACQUES VINMONT**, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of **OIL ROYALTIES CORPORATION** a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of **JACQUES VINMONT** by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

*Barbara W. Taylor*  
Notary Public in and for **LOS ANGELES**  
County, **STATE OF CALIFORNIA**.

My commission expires:

My Commission Expires May 10, 1959

**ILLEGIBLE**

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 919,  
\_\_\_\_\_  
Roswell, New Mexico  
\_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
*[Handwritten Signature]*  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: 12/27/55

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 6th day of January, 1956, before me personally appeared  
M. W. Coll and Lillian H. Coll, his wife

to me known to be the person s described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

J. J. Jackson  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:

November 24, 1956

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

P. O. Box 1344  
Albuquerque, N. M.

Albuquerque National Bank, Testamentary  
Trustee of Frank A. Andrews, deceased

By Raymond [Signature]  
Vice President

ATTEST: P. K. Roberts  
Asst. Cashier

Date: October 12, 1955

S. E. A. Selma E. Andrews

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF California )  
COUNTY OF Los Angeles ) SS

On this 7th day of October, 1955, before me personally appeared

Selma E. Andrews. ( a widow. )

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]  
Notary Public in and for Los Angeles  
County, California.  
My Commission Expires October 22, 1959

My commission expires:

STATE OF New Mexico )  
COUNTY OF Bernalillo )

On this 12 day of October, 1955, before me appeared \_\_\_\_\_

Ralph E. Becker, to me personally known, who, being by me duly sworn, did say that he is Vice President of Albuquerque National Bank, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said Ralph E. Becker acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]  
Notary Public in and for Bernalillo  
County, New Mexico.

My commission expires:

9/20/59

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

ARGO OIL CORPORATION

\_\_\_\_\_

1728 Milam Bldg.,  
San Antonio, Texas

\_\_\_\_\_

Date: October 4, 1955

\_\_\_\_\_

Attest: *[Signature]*  
Assistant Secretary

ARGO OIL CORPORATION  
By *[Signature]*  
Vice - President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF BEXAR )

On this 4th day of October, 1955, before me appeared \_\_\_\_\_

S. R. COHAGAN, to me personally known, who, being by me duly sworn, did say that he is vice President of ARGO OIL CORPORATION, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ S. R. COHAGAN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Mildrena M. Morgan (Mildrena M. Morgan)  
Notary Public in and for Bexar  
County, Texas.

My commission expires:

~~June 1, 1957~~

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1205 West Illinois



Midland, Texas

Date: October 18, 1955

Date:

Attest:

President

STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

On this 18th day of October, 1955, before me personally appeared  
ELEANOR WHEELER

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Dorothy Franklin  
Notary Public in and for Midland  
County, Texas.  
DOROTHY FRANKLIN

My commission expires:  
June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

611 South Roselawn,

Hattie C. Evans

Artesia, New Mexico.

Date: October 3, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

On this 3rd day of October, 1955, before me personally appeared  
Hattie C. Evans

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

  
Notary Public in and for Eddy  
County, New Mexico.

My commission expires:

October 8, 1958

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

3315 N.E. Stanton St

Portland Oregon

Same

Date: Oct 17 - 1955

H.E. Cawley

Lana D. Cawley

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Oregon )  
COUNTY OF Multnomah ) SS

On this 17th day of October, 1955, before me personally appeared

H. E. CAWLEY and LAURA D. CAWLEY -----

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]  
Notary Public in and for Multnomah  
County, Oregon.

My commission expires:

July 21, 1959.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

313 Drew Building

*Frank Borch*

Tulsa 3, Oklahoma

*Martha Watson Borch*

Date: September 14, 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

On this 14th day of September, 1955, before me personally appeared  
FENELON BOESCHE

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Virginia H. Marton  
Notary Public in and for Tulsa  
County, Oklahoma.

My commission expires:

December 27, 1957

STATE OF Oklahoma )  
COUNTY OF Tulsa ) SS

On this 7th day of October, 1955, before me personally appeared

Marta Watson Boesche, wife of  
Fenelon Boesche

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Virginia H. Marton  
Notary Public in and for Tulsa  
County, Okl.

My commission expires:

Dec. 27, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_

*Phillips Petroleum*

\_\_\_\_\_

*Ronald B. ...*

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF New Mexico )  
COUNTY OF Chaves ) SS

On this 11<sup>th</sup> day of September, 1955, before me personally appeared

Ralph Lannom and Louise B. Lannom, his  
wife,

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Emerson B. Lodhunter  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:  
My Commission Expires  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

MARSHALL & WINSTON, INC.

1054 Brornton Avenue,  
Los Angeles 24, California

*Sam H. Marshall, President*  
*Ronald Winston, Secy*

Date: October 7, 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF CHAVES )

On this 8th day of October, 1958, before me appeared \_\_\_\_\_

San'l H. Marshall, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of Marshall & Winston, Inc., a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said San'l H. Marshall acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

*[Signature]*  
\_\_\_\_\_  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:  
\_\_\_\_\_

**ILLEGIBLE**

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1832 Commercial Bldg

J M Wallace

Houston, Texas

Date: Nov 15, 1955

1832 Commercial Bldg

Elizabeth Wallace

Houston, Texas

Date: Nov 15, 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Tarrant ) SS

On this 15 day of November, 1955, before me personally appeared

D. M. Brown & wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Donna Marie Davis  
Notary Public in and for Tarrant  
County, Texas.

DONNA MARIE DAVIS, Notary Public  
COUNTY CLERK TARRANT COUNTY, TEXAS  
MY COMMISSION EXPIRES 6-1-57

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1903 Meadowbrook Drive

Ronald K. DeFord

Austin 3, Texas

Mary Emma DeFord

Date: 11 November 1955

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF TRAVIS ) SS

On this 11TH day of November, 1955, before me personally appeared  
Ronald K. De Ford

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

William W. Brown  
Notary Public in and for Travis  
County, Texas.

My commission expires:

May 31, 1957

STATE OF TEXAS )  
COUNTY OF TRAVIS ) SS

On this 11th day of November, 1955, before me personally appeared  
Mary Anna De Ford

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

William W. Brown  
Notary Public in and for Travis  
County, Texas.

My commission expires:

May 31, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 529

*J. W. Mills*

Carlsbad, New Mexico

*Mary E. Mills*

Date: November 30, 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF New Mexico )  
COUNTY OF Eddy ) SS

On this 30th day of November, 1955, before me personally appeared

Neil H. Wills AND MARY E. Wills his wife

to me known to be the person S described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

J. L. Beunne  
Notary Public in and for Eddy  
County, N.M.

My commission expires:

8-21-58

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1444 Smiley Road

W. P. Saunders

Santa Fe, New Mexico

Virginia Lee Saunders

Date: October 7, 1954

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF New Mexico )  
COUNTY OF Santa Fe ) SS

On this 7<sup>th</sup> day of October, 1955, before me personally appeared

M. P. Saunders and Virginia Lee Saunders, his wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Claida R. Coates  
Notary Public in and for Santa Fe  
County, New Mexico.

My commission expires:

May 20, 1959

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_

*Elyse Saunders Patterson*

\_\_\_\_\_

*Sue Saunders Graham*

Date: \_\_\_\_\_

\_\_\_\_\_

*Jeep Saunders Jales*

\_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Missouri )  
COUNTY OF Jackson ) SS

On this 25<sup>th</sup> day of October, 1955, before me personally appeared  
Elyse Saunders Patterson

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Jean Baker  
Notary Public in and for Jackson  
County, Missouri.

My commission expires:  
April 20, 1956

STATE OF Utah )  
COUNTY OF Salt Lake ) SS

On this 1<sup>st</sup> day of November, 1955, before me personally appeared  
Elyse Saunders Patterson

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

J. A. Curtis  
Notary Public in and for Salt Lake  
County, Utah.

My commission expires:  
May 12, 1958

### Acknowledgment

STATE OF NEW MEXICO, )  
County of CLAY ) SS.

On this the 1<sup>st</sup> day of October, 19 55, before me personally ap-  
peared Elyse Saunders Patterson

to me personally known to be the person described in and who executed the foregoing instrument, and  
acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in  
this certificate first above written.

Georgia J. Rippus  
Notary Public

My Commission expires May 1, 1958

ILLEGIBLE

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 992, Roswell, New Mexico

*Alva Neff Etz*

September 23, 1955

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF New Mexico )  
COUNTY OF Chaves ) SS

On this 23 day of September, 1955, before me personally appeared  
Alva Nye Etz

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

T. J. Jackson  
Notary Public in and for Chaves  
County, New Mexico.

My commission expires:

November 24, 1956

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SOUTHLAND ROYALTY COMPANY

Attest: *R. M. Coleman*  
Secretary

By *N. V. Porter*  
Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF TARRANT )

On this 22 day of September, 1955, before me appeared \_\_\_\_\_

H. H. Porter, to me personally known, who, being by me duly sworn, did say that he is Vice President of Southland Royalty Company, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said H. H. Porter acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Mary Jackson  
Notary Public in and for Tarrant  
County, Texas.

My commission expires:

June 1, 1957

MARY JACKSON, Notary Public  
in and for Tarrant County, Texas  
My Commission Expires June 1, 1957

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 182

*W. M. Barron*

ANDERSON TEX

*Lucee Barron*

Date: Sept 26 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF TEXAS )  
COUNTY OF MIDLAND ) SS

On this 26th day of September, 1955, before me personally appeared  
R. M. BARRON AND LUCILLE C. BARRON *his wife*

to me known to be the person s described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

LONENE MILLER *Lonene Miller*  
Notary Public in and for MIDLAND  
County, TEXAS.

My commission expires:

JUNE 1st, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person\_\_ described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_ executed the same as \_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

P. H. PEWITT  
503 S.W. RESERVE LIFE BLDG.  
LONGVIEW, TEXAS



P. H. Pewitt, a bachelor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Gregg ) SS

On this 12 day of Oct, 1955, before me personally appeared  
RHPewitt

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

S.D. Kieffer  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

6-1-57

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Box 72.

R. K. Stovall

Truth as consequences N.M.

Date: 9. 27- 1955

Box 72.

Lela H Stovall

Truth as consequences N.M.

Date: 9. 27- 1955

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF New Mexico )  
COUNTY OF Sierra ) SS

On this 27 day of September, 1958, before me personally appeared  
R. K. Stovall and Lela H. Stovall

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Beatrice M. Quincy  
Notary Public in and for Sierra  
County, New Mexico.

My commission expires:

3-19-59

STATE OF NEW MEXICO )  
COUNTY OF SIERRA ) SS

On this 20th day of DECEMBER, 1958, before me personally appeared

R. K. STOVANN and LELA H. STOVANN, HIS WIFE

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Patricia Williams Chert  
Notary Public in and for Sierra  
County, New Mexico

My commission expires:

Jan 10th, 1958

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

26 St. Malo

Eleanor English

Ocean Wells Co. Inc.

Joe English

Date: 28 Sept - 1954

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF California )  
COUNTY OF San Diego ) SS

On this 28<sup>th</sup> day of Sept., 1955, before me personally appeared

Eleanor English and J.A. English

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Myrna Bumgarner  
Notary Public in and for San Diego  
County, California.

My commission expires:  
6/29/57

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195  , before me personally appeared

to me known to be the person   described in and who executed the foregoing instrument, and acknowledged that    executed the same as    free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195  , before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1303 Kirby Building, Dallas 1, Texas

*Ray F. Hubbard*

1303 Kirby Building, Dallas 1, Texas

*Janet R. Hubbard*

Date: September 20, 1955

1303 Kirby Building, Dallas 1, Texas

*G. E. Hubbard*

1303 Kirby Building, Dallas 1, Texas

*Dora Hubbard*

Date: September 20, 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 20 day of September, 1955, before me personally appeared  
Ray E. Hubbard and Janet R. Hubbard, his wife

to me known to be the persons described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

G. B. Midgley  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 20 day of September, 1955, before me personally appeared  
G. E. Hubbard and Dora Hubbard, his wife

to me known to be the persons described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

G. B. Midgley  
Notary Public in and for Dallas  
County, Texas.

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

1303 Kirby Building, Dallas 1, Texas

W W Lechner

1303 Kirby Buildijg, Dallas 1, Texas

Ruth M. Lechner

Date: September 26, 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

On this 26 day of September, 1955, before me personally appeared  
W. W. Lechner and Ruth N. Lechner, his wife

to me known to be the persons described in and who executed the foregoing instrument,  
and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

G. B. Midgley Notary Public in and for Dallas  
County, Texas

My commission expires:

June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_,  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

HOT Springs Ark.

R. R. Blair

Box 339

Date: Oct 11 - 1955

HOT Springs Ark.

Lulu Snively Rush Blair

Box 338

Date: Oct 11 - 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF ARKANSAS )  
COUNTY OF GARLAND ) SS

On this 11th day of October, 1955, before me personally appeared

L. L. Blair and Lula Snively Rush Blair, his wife

to me known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]  
Notary Public in and for Garland  
County, Arkansas.

My commission expires:

February 21, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me personally appeared

to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

Lake Hamilton Ark. P.O. Box 16 W.D. Boye Trust Davis  
Date: Oct 5 - 1955

Lake Hamilton Ark. P.O. Box 16 Willard L. Davis  
Date: Oct 5 - 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared  
Boyce Rush Davis

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Jack E. Huppiner  
Notary Public in and for Dallas  
County, Texas.

My commission expires:  
June 1, 1957

STATE OF Texas )  
COUNTY OF Dallas ) SS

On this 5th day of October, 1955, before me personally appeared  
Willard L Davis

to me known to be the person described in and who executed the foregoing instrument,  
and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year in this certificate above written.

Jack E. Huppiner  
Notary Public in and for Dallas  
County, Texas.

My commission expires:  
June 1, 1957

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being  
by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_  
a corporation, and that the seal affixed to said instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in behalf of  
said corporation by authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of  
said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:  
\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

K.P. #4

Arthur Fred Bishop Weaver

Kunipentowny Pa.

Date: Oct. 13, 1955

K.P. #4

Donald A. Weaver

Kunipentowny Pa.

Date: Oct. 13, 1955

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF Pennsylvania }  
COUNTY OF Jefferson } SS

On this 13<sup>th</sup> day of October, 1955, before me personally appeared

Luth Rush Bishop Weaver

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Edith M. Altman  
Notary Public in and for Brookville, Pa.  
County, Jefferson.

My commission expires:

2-2-57

STATE OF Pennsylvania }  
COUNTY OF Jefferson } SS

On this 13<sup>th</sup> day of October, 1955, before me personally appeared

Donald A. Weaver

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Edith M. Altman  
Notary Public in and for Brookville, Pa.  
County, Jefferson.

My commission expires:

2-2-57

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

\_\_\_\_\_  
\_\_\_\_\_

*John D. Trigg*  
*Pauline D. Trigg*

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*Harold A. Thompson*  
*Lucy T. Thompson*

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 5th day of January, 1958, before me personally appeared

John H. Frigg and Pauline V. Frigg, his wife

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Edward J. Thompson  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

7-15-58

STATE OF NEW MEXICO )  
COUNTY OF CHAVES ) SS

On this 5th day of January, 1958, before me personally appeared

Harold A. Thompson and Shirley V. Thompson, his wife

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Edward J. Thompson  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

7-15-58

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

ILLEGIBLE

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

2700 22nd Street

D. W. Bayworth

Bakersfield, California

Esther Bayworth

Date: September 19, 1955

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

President

STATE OF California )  
COUNTY OF  Kern  ) SS

On this 17th day of September, 1955, before me personally appeared

J. M. Besworth & Esther Besworth

his wife  
to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Ada I. Davis  
Notary Public in and for Kern  
County, California.

My commission expires:

July 7, 1958

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_ a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

CONSENT

In consideration of the execution of the Unit Agreement for the development and operation of the Etz Deep Unit Area, Lea County, New Mexico by Phillips Petroleum Company in form approved by the Secretary of the Interior and the Commissioner of Public Lands of the State of New Mexico, the undersigned owners of lands or interest in lands or royalties or other interests in production of oil, gas and other hydrocarbon substances which may be produced from the land affected by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, ratify, approve and adopt the terms of said Unit Agreement as being applicable to said several lands and interests, agree that the term of any lease or other agreement given by the undersigned in which the undersigned claims an interest is extended or modified to the extent necessary to make the same conform to the terms of said Unit Agreement, agree that the drilling and development requirements of all leases and other instruments in which their several rights and interests are created or defined shall be deemed fully performed by the performance of the provisions of said Unit Agreement, and agree that payment for unitized substances upon the basis of production allocated under said Unit Agreement to the particular lands to which their rights or interest apply, regardless of actual production therefrom, shall constitute full performance of any and all such obligations to the undersigned existing under such leases or other contracts. For the same consideration each of the undersigned warrants and agrees that the schedule attached as Exhibit "B" to said Unit Agreement correctly states his interest in the lands within the unit area as of the date of his execution of this Consent.

The terms and provisions hereof shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the undersigned and each of them.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be effected and have set opposite their respective names the date of execution thereof.

ADDRESS

SIGNATURE

520 W. Court

Forrest B. Seale

Las Cruces, NM

**Forrest B. Seale, Individually, and as Administrator of the estate of C. T. Seale, deceased**

Date: 9-27-55

Jimmie M. Seale  
**Jimmie M. Seale, a widow**

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
President

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

On this 27th day of September, 1958, before me personally appeared

Harrest B. Seale, Individually, and as Administrator of the estate of C. T. Seale,  
deceased

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Robert James Harris  
Notary Public in and for Dona Ana  
County, New Mexico.

My commission expires:

June 12, 1959.

STATE OF NEW MEXICO )  
COUNTY OF DONA ANA ) SS

On this 27th day of September, 1958, before me personally appeared

Jimie H. Seale, a widow

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Robert James Harris  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_  
Notary Public, Dona Ana  
County, New Mexico  
My commission expires: 6-12-1959

My commission expires:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 195\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is \_\_\_\_\_ President of \_\_\_\_\_, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, \_\_\_\_\_.

My commission expires:

\_\_\_\_\_

**ILLEGIBLE**