

EXHIBIT "B" - NORTH KING CAMP UNIT AREA, CHAVES COUNTY, NEW MEXICO

May 1, 1968 (Revised May 20, 1968)

| Tract No. | Description of Land | Number of Acres | Serial No. & Expiration Date of Lease | Basic Royalty and Ownership Percentage | Lessee of Record | Overriding Royalty and Percentage | Working Interest and Percentage |
|---------------------|--|-----------------|---------------------------------------|--|---|---|---|
| <u>FEDERAL LAND</u> | | | | | | | |
| <u>T-13S, R-29E</u> | | | | | | | |
| 1 | Sec. 14: N/2 NE/4, N/2 SE/4, S/2 NW/4, SW/4 | 1240 | NM-358 8-31-76 | USA - All (12.5%) | Pan American Petroleum Corporation | Patricia N. Harding and husband, J. W. Harding - 3% | Pan American Petroleum Corporation - 100% |
| 1-A | Sec. 25: NE/4, S/2 NW/4, NW/4 SE/4, S/2 SW/4 | 360 | NM-358 8-31-76 | USA - All (12.5%) | Pan American Petroleum Corporation | Patricia N. Harding and husband, J. W. Harding - 3% | Atlantic Richfield Company - 100% |
| 2 | Sec. 23: S/2 | 320 | NM-359 8-31-76 | USA - All (12.5%) | Pan American Petroleum Corporation | Vincent J. Duncan and wife, Anna Marie Duncan - \$2,000 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 3 | Sec. 21: NE/4 NW/4, S/2 NW/4, NE/4, S/2 | 2360 | NM-2824 7-31-77 | USA - All (12.5%) | Pan American Petroleum Corporation | Charles M. Spofford and wife, Carolyn S. Spofford - \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 4 | Sec. 22: N/2 NE/4, S/2 N/2, S/2 Sec. 27: All Sec. 28: N/2, N/2 S/2, S/2 SE/4 | | | | | | |
| | Sec. 21: NW/4 NW/4 | 40 | NM-2825 7-31-77 | USA - All (12.5%) | Pan American Petroleum Corporation | Julius M. Gieslik - 5% | Pan American Petroleum Corporation - 100% |

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|-----------|---|-----------------|---------------------------------------|--|------------------------------------|---|---|
| 5 | <u>T-13S, R-29E</u> Sec. 19: S/2 NE/4, Lots 3, 4, E/2 SW/4 | 236.91 | NM-3065-A 8-31-77 | USA - All (12.5%) | Pan American Petroleum Corporation | B. H. Rosenblatt and wife, Sally H. Rosenblatt - 3% | Pan American Petroleum Corporation - 100% |
| 6 | Sec. 20: W/2 E/2 | 160 | NM-4036 12-31-77 | USA - All (12.5%) | Pan American Petroleum Corporation | A. Lansdale - 5% | Pan American Petroleum Corporation - 100% |
| 7 | Sec. 25: NE/4 NW/4 | 40 | NM-029430 6-30-69(2) | USA - All (12.5%) | Wilson Oil Company | None | Wilson Oil Company - 100% |
| 8 | <u>T-13S, R-30E</u> Sec. 30: Lot 1, NE/4 NW/4 Sec. 31: SE/4 | 240.81 | NM-076034 5-31-70(2) | USA - All (12.5%) | Pan American Petroleum Corporation | W. A. Lyons, W. B. Yarborough and wife, Katharine Searcy Yarborough - 3% | Pan American Petroleum Corporation - 100% |
| 9 | <u>T-13S, R-29E</u> Sec. 17: NE/4 | 160 | NM-099190 6-30-70(2) | USA - All (12.5%) | Pan American Petroleum Corporation | Bryan Bell and wife, Rubie C. Bell \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 10 | Sec. 8: NE/4 | 160 | NM-0107043 4-30-71 | USA - All (12.5%) | Pan American Petroleum Corporation | Rubie C. Bell and husband, Bryan Bell - \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 11 | Sec. 33: SW/4 | 160 | NM-0137790 6-30-71 | USA - All (12.5%) | Pan American Petroleum Corporation | A. W. Dillard, Jr. and wife, Jane Wallace Dillard - 2% Amco Oil Corp. - 3% | Pan American Petroleum Corporation - 100% |

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|-----------|--|-----------------|---------------------------------------|--|------------------------------------|---|---|
| 12 | <u>T-13S, R-29E</u> Sec. 25: NW/4 NW/4 | 40 | NM-0143050 11-30-71 | USA - All (12.5%) | Atlantic Richfield Company | Randall B. Johnston and wife, Shirley A. Johnston - 3% | Atlantic Richfield Company - 100% |
| 13 | Sec. 17: SE/4 | 160 | NM-0172347 7-31-71 | USA - All (12.5%) | Pan American Petroleum Corporation | Carl T. Smith, Jr., and wife, Lisa Skillern Smith - \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 14 | Sec. 17: NE/4 NW/4 | 40 | NM-0229393 2-29-72 | USA - All (12.5%) | Pan American Petroleum Corporation | S. C. Helbing and wife, Ellen S. Helbing, F. W. Podpechan and wife, Jane A. Podpechan - 5% | Pan American Petroleum Corporation - 100% |
| 15 | <u>T-13S, R-30E</u> Sec. 30: Lots 2, 3, 4, SE/4 NW/4, E/2 SW/4, E/2 Sec. 31: NE/4 NW/4, N/2 NE/4, SE/4 NE/4 | 719.99 | NM-0240993 2-29-72 | USA - All (12.5%) | Pan American Petroleum Corporation | Lawrence C. Harris and wife, Marion V. Harris - \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| 16 | <u>T-13S, R-29E</u> Sec. 17: NW/4 NW/4, S/2 NW/4, SW/4 Sec. 18: E/2, E/2 W/2 | 760 | NM-0324243 11-30-72 | USA - All (12.5%) | Pan American Petroleum Corporation | E. C. Skinner and wife, Lucille Skinner - 3% | Pan American Petroleum Corporation - 100% |

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|-----------|---------------------|------------------------------|---------------------------------------|--|-------------------|------------------------------------|--|---|
| 17 | T-13S, R-29E | | | | | | | |
| | Sec. 7: | E/2, E/2 W/2 | 1280 | NM-0333078 | USA - A11 (12.5%) | Pan American Petroleum Corporation | J. Mort Walker and wife, Maria de los Reyes Walker - \$750 per acre production payment out of 5% | Pan American Petroleum Corporation - 100% |
| | Sec. 8: | W/2 | | 1-31-73 | | | | |
| 18 | Sec. 26: | N/2 SW/4 | 720 | NM-0333078-A | USA - A11 (12.5%) | Chevron Oil Company | J. Mort Walker and wife, Maria de los Reyes Walker - \$400 per acre production payment out of 3% | Chevron Oil Company - 100% |
| | Sec. 34: | A11 | | 1-31-73 | | | | |
| 19 | Sec. 26: | N/2, S/2 SW/4 | 880 | NM-0333227 | USA - A11 (12.5%) | Atlantic Richfield Company | George H. O'Brien Jr., and wife, Janet I. O'Brien - 3% | Atlantic Richfield Company - 100% |
| | Sec. 35: | N/2, SE/4 | | 5-31-73 | | | | |
| 20 | Sec. 26: | SE/4 | 320 | NM-0343484 | USA - A11 (12.5%) | Chevron Oil Company | Melvin A. Brown and wife, Julie L. Brown - 3% | Chevron Oil Company - 100% |
| | Sec. 35: | SW/4 | | 5-31-73 | | | | |
| 21 | Sec. 19: | N/2 NE/4, E/2 NW/4, W/2 SE/4 | 240 | NM-0477652 | USA - A11 (12.5%) | C R A, Inc. | None | C R A, Inc. - 100% |
| | | | | 12-31-73 | | | | |
| 22 | Sec. 8: | SE/4 | 160 | NM-0556086 | USA - A11 (12.5%) | Pan American Petroleum Corporation | Nola Grace Ptasynski and husband, Harry Ptasynski - 5% | Pan American Petroleum Corporation - 100% |
| | | | | 1-31-75 | | | | |

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|-----------|---------------------------------------|-----------------|---------------------------------------|--|--|---|--|
| 23 | T-13S, R-29E | 640 | NM-0556855 4-30-75 | USA - All (12.5%) | Pan American Petroleum Corporation - 50% Cactus Drilling Corporation of Texas - 50% | None | Pan American Petroleum Corporation - 50% Cactus Drilling Corporation of Texas - 50% |
| | Sec. 9: All | | | | | | |
| 24 | Sec. 20: NW/4 | 240 | NM-0557327 6-30-75 | USA - All (12.5%) | Pan American Petroleum Corporation | F. J. Bradshaw and wife, B. J. Bradshaw - 5% | Pan American Petroleum Corporation - 100% |
| | Sec. 28: S/2 SW/4 | | | | | | |
| | Sec. 14: N/2 NW/4, S/2 NE/4, S/2 SE/4 | | | | | | |
| 25 | Sec. 15: N/2 NW/4, S/2 NE/4 | 560 | NM-0557829 8-31-75 | USA - All (12.5%) | Duncan Miller | None | Duncan Miller - 100% |
| | Sec. 23: S/2 NE/4 | | | | | | |
| | Sec. 25: N/2 SW/4 | | | | | | |
| 26 | Sec. 19: E/2 SE/4 | 200 | NM-0559793 4-30-76 | USA - All (12.5%) | Pan American Petroleum Corporation | Jack W. Bales and wife, Joyce C. Bales - 3% W. B. Barnhill and wife, Catharine W. Barnhill - \$750 per acre production payment out of 2%. | Pan American Petroleum Corporation - 100% |
| | Sec. 20: W/2 SW/4, SE/4 SW/4 | | | | | | |
| 27 | Sec. 20: NE/4 SW/4 | 40 | NM-0559794 4-30-76 | USA - All (12.5%) | Pan American Petroleum Corporation | Elmer R. Behneman and wife, Leone Behneman - 3% | Pan American Petroleum Corporation - 100% |

28 Federal Tracts: 12,477.71 Acres

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|-------------------|--|-----------------|---------------------------------------|--|------------------------------------|-----------------------------------|---|
| <u>STATE LAND</u> | | | | | | | |
| 28 | <u>T-13S, R-29E</u> Sec. 36: SW/4 NE/4 | 40 | B-8156-46 HBP | State - 12.5% | Pan American Petroleum Corporation | Ida Rothman Feely - 5% | Pan American Petroleum Corporation - 100% |
| 29 | Sec. 20: SE/4 SE/4 | 40 | B-8156-57 HBP | State - 12.5% | Madeline S. Schoff | None | Madeline S. Schoff - 100% |
| 30 | Sec. 36: NW/4 NE/4, E/2 NW/4, NE/4 SW/4, SW/4 SE/4, SE/4 NE/4 | 240 | K-6646-1 1-17-77 | State - 12.5% | Pan American Petroleum Corporation | Elk Oil Company - 5% | Pan American Petroleum Corporation - 100% |
| 31 | Sec. 16: A11 | 640 | L-94 7-18-77 | State - 12.5% | Pan American Petroleum Corporation | None | Pan American Petroleum Corporation - 100% |
| 32 | Sec. 22: N/2 NW/4 | 80 | L-443 11-21-77 | State - 12.5% | Pan American Petroleum Corporation | None | Pan American Petroleum Corporation - 100% |
| 33 | Sec. 7: Lots 1, 2, 3, 4 Sec. 18: Lots 1, 2, 3, 4 Sec. 19: Lots 1, 2 | 384.90 | L-538 1-16-78 | State - 12.5% | Pan American Petroleum Corporation | None | Pan American Petroleum Corporation - 100% |
| 34 | Sec. 20: E/2 NE/4, NE/4 SE/4 Sec. 36: NE/4 NE/4, W/2 NW/4, NW/4 SW/4, S/2 SW/4, N/2 SE/4, SE/4 SE/4 | 480 | L-647 2-20-78 | State - 12.5% | Pan American Petroleum Corporation | None | Pan American Petroleum Corporation - 100% |

7 State Tracts: 1,904.90 Acres

| Tract No. | Description of Land | Number of Acres | Serial No. & Expiration Date of Lease | Basic Royalty and Ownership Percentage | Lessee of Record | Overriding Royalty and Percentage | Working Interest and Percentage |
|-----------------|---|-----------------|---------------------------------------|---|--|-----------------------------------|---|
| <u>FEE LAND</u> | | | | | | | |
| 35 | <u>T-13S, R-30E</u> Sec. 31: Lots 1, 2, 3, 4, SW/4 NE/4, SE/4 NW/4, E/2 SW/4 | 314.32 | 2-19-73 | Dartmouth College - 50% (9.375% ($\frac{1}{2}$ of 18.75%)) | Pan American Petroleum Corporation | None | Pan American Petroleum Corporation - 50% |
| | | | Unleased - $\frac{1}{2}$ | (Mineral Owner - Bogle Farms, Inc.) | | | Bogle Farms, Inc. - 50% |

1 Fee Tract: 314.32 Acres

| | | | |
|-------|---------|---|------------------------|
| Total | Federal | - | 12,477.71 Acres |
| | State | - | 1,904.90 " |
| | Fee | - | 314.32 " |
| | | | <u>14,696.93 Acres</u> |

RATIFICATION AND JOINER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

ATTEST:

[Signature]
 Date: 5/1/68

CACTUS DRILLING CORPORATION OF TEXAS
 By *[Signature]*
 F. M. LATE, PRESIDENT
 Its: _____

Date: _____
 Date: _____

STATE OF NEW MEXICO)
)
 COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 1st day of May, 1968, by F. M. LATE, PRESIDENT of CACTUS DRILLING CORPORATION OF TEXAS.



My Commission expires: _____

 Notary Public in and for
 _____ County, _____

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

ATTEST:

W. Gordon Leith
 W. Gordon Leith
 Date: June 7, 1968

CRA, Inc.

By E. T. Lindsey
 Its: President

MGR
 RST
 JCL
 JLD

Date: _____

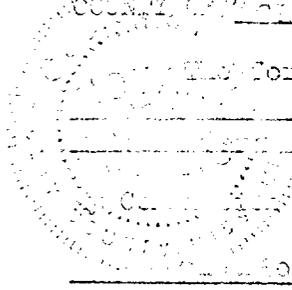
Date: _____

STATE OF MISSOURI)
)
 COUNTY OF CLAY)

The foregoing instrument was acknowledged before me this 7th day of _____, 1968, by E. T. Lindsey, _____ of CRA, Inc.

My Commission expires: _____

 Notary Public in and for _____ County, _____



RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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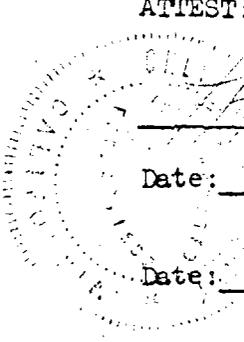
WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

ATTEST:



[Signature]
Date: June 28 1968
Date: _____
Date: _____

CHEVRON OIL COMPANY
By [Signature]
Its: Vice President, Standard Oil
Company of Texas Division
By _____
Its: Assistant Secretary

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 15th day of JULY, 1968, by H. H. KUESTER and L. G. LIVERMORE, Division VICE President and Assistant Secretary, respectively, of Chevron Oil Company, a California corporation, on behalf of said corporation.

BARBARA ROBERTSON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1969

[Signature]
Notary Public

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~ATTEST~~

ATLANTIC RICHFIELD COMPANY

By S. L. Smith *[Signature]*

 Date: _____

Its: Attorney-in-Fact

Date: _____

Date: _____

STATE OF NEW MEXICO)
)
 COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 15th day of July, 1968, by S. L. Smith, Attorney-in-Fact of ATLANTIC RICHFIELD COMPANY.

My Commission expires:
July 14, 1971

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

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

XXXXXXX

 Date: _____
 Date: May 9, 1968
 Date: 5-9-68

~~Box~~ _____
~~Box~~: _____
Patricia N. Harding
 Patricia N. Harding
J. W. Harding
 J. W. Harding

STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1968, by _____ of _____.

My Commission expires: _____
 _____ Notary Public in and for _____ County, _____

STATE OF California)
 COUNTY OF Kern)

The foregoing instrument was acknowledged before me this 9th day of May, 1968 by PATRICIA N. HARDING AND HUSBAND, J. W. HARDING.

My Commission expires: 11/27/69

Shirley Vincent
 Notary Public in and for _____ County, Kern

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~ATTEST:~~

Date: _____

Date: May 14, 1968

Date: May 14, 1968

By _____

~~Itsk~~ _____

Vincent J. Duncan
VINCENT J. DUNCAN

Anna Marie Duncan
ANNA MARIE DUNCAN

STATE OF Colorado)
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 14th day of May, 1968, by VINCENT J. DUNCAN AND ANNA MARIE DUNCAN

My Commission expires: May 14, 1971

Robert C. Reed
Notary Public in and for Chaves County, Colorado

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

Date: _____

Date: 28 May 1968

Date: 28 May 1968

~~XX~~ _____
~~XXXX~~ _____

Charles M. Spofford
CHARLES M. SPOFFORD

Carolyn S. Spofford
CAROLYN S. SPOFFORD

STATE OF NEW YORK)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 28th day of MAY, 1968, by CHARLES M. SPOFFORD AND CAROLYN S. SPOFFORD,
his wife. XX

My Commission expires:

Andrew J. Cusack
Notary Public in and for
County, _____

ANDREW J. CUSACK, Notary Public,
State of New York, No. 41-6635333
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1969

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

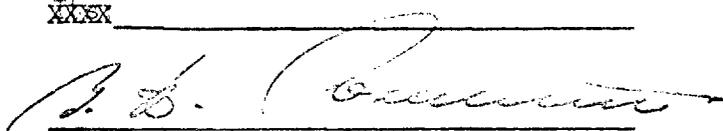
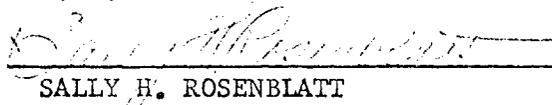
WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

 Date: _____
 Date: MAY 15 1968
 Date: MAY 15 1968

By _____
~~XXXX~~

 B. H. ROSENBLATT

 SALLY H. ROSENBLATT

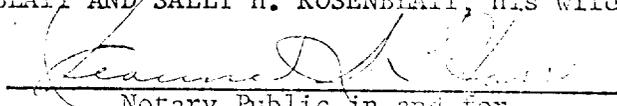
STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1968, by _____ of _____.

My Commission expires: _____
 Notary Public in and for _____ County, _____

STATE OF Utah)
 COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 15th day of May, 1968 by B. H. ROSENBLATT AND SALLY H. ROSENBLATT, his wife.

My Commission expires: April 3, 1970

 Notary Public in and for Salt Lake County, Utah

RATIFICATION AND JOINER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

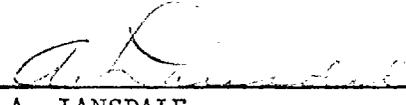
WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

 Date: _____
 Date: _____
 Date: _____

~~BY~~ _____
~~XXXX~~ _____

 A. LANSDALE

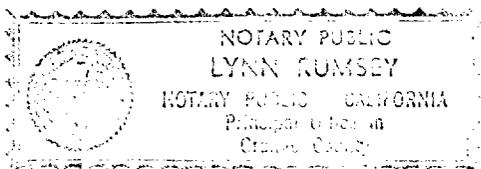
STATE OF _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1968, by _____ of _____.

My Commission expires:

Notary Public in and for _____ County, _____

STATE OF CALIFORNIA X
 COUNTY OF ORANGE X



The foregoing instrument was acknowledged before me this 3th day of May, 1968, by A. LANSDALE.

My Commission expires: _____
 November 19, 1969


 Notary Public in and for Orange County, California

RATIFICATION AND JOINER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXX~~

 Date: June 10, 1968

By *W. A. Lyons*
 W. A. LYONS
~~_____~~

Date: June 12, 1968

W. B. Yarborough
 W. B. YARBOROUGH

Date: June 26, 1968

Katharine Searcy Yarborough
 KATHARINE SEARCY YARBOROUGH

STATE OF Kingdom of Libya)
 City of Tripoli) SS
 Embassy of the United States)
 COUNTY OF of America))

The foregoing instrument was acknowledged before me this 10th day of June, 1968, by W. A. LYONS

~~XXXXXXXXXXXXXXXXXXXX~~

Joseph Basile
~~XXXXXXXXXXXXXXXXXXXX~~
 Joseph Basile
 Consul of the United States of America

STATE OF Libya
 COUNTY OF Tripoli

The foregoing instrument was acknowledged before me this 21 day of _____, 1968 by W. B. YARBOROUGH AND KATHARINE SEARCY YARBOROUGH, his wife.

My Commission expires: June 1, 1969

W. A. Lyons
 Notary Public in and for
 County, _____

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

ATTEST:

 Date: _____
 Date: 5/31/68
 Date: 5/31/68

By _____
 its: _____

Notary Public for Louisiana

Rubie Crosby Bell, a married woman, dealing herein in her sole and separate estate.

STATE OF Louisiana)
 Parish of Orleans)

The foregoing instrument was acknowledged before me this 31st day of May, 1968, by _____ of _____

My Commission expires: Extended for life.

George D. Wigginton
 Notary Public in and for
 Orleans Parish, La.

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

Date: _____
Date: 5-16-68
Date: 5-16-68

By _____
~~XXXXX~~
A. W. Dillard, Jr.
A. W. DILLARD, JR.
Jane Wallace Dillard
JANE WALLACE DILLARD

STATE OF Texas)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 16th day of May, 1968, by A. W. DILLARD, JR. AND JANE WALLACE DILLARD, his wife. ~~XX~~

My Commission expires: 1969

Georgina R...
Notary Public in and for
Midland County, Texas

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

WITNESSETH:

AMCO OIL CORPORATION

S. BRANSON - Secretary

Date: May 9, 1968

Date: _____

Date: _____

By A. M. Culver
A. M. Culver
Its: President

STATE OF COLORADO)
) SS.
COUNTY OF DENVER)

On this 9th day of May, 1968, before me personally appeared A. M. CULVER, to me personally known, who being by me duly sworn did say that he is President of AMCO 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 by-laws and of its board of directors, and said A. M. CULVER acknowledged that said corporation executed the same as its free act and deed.

Witness my hand and official seal.

My commission expires:
1/5/1971

Notary Public in and for the County
of Denver, State of Colorado,
residing at Denver, Colorado.

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXX~~

~~XXX~~ _____

Date: _____

~~XXXXXX~~ _____

Date: May 16, 1968

Carl T. Smith, Jr.
CARL T. SMITH, JR.

Date: May 16, 1968

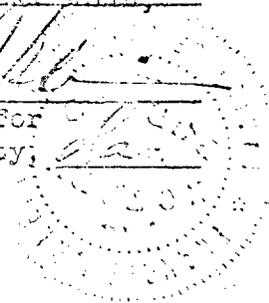
Lisa Skillern Smith
LISA SKILLERN SMITH

STATE OF Louisiana)
COUNTY OF Orleans)

The foregoing instrument was acknowledged before me this 16th day of May, 1968, by CARL T. SMITH, JR. AND LISA SKILLERN SMITH,
his wife. ~~XXXX~~

My Commission expires:
at death

Jessie M. [Signature]
Notary Public in and for
Orleans County, La.



RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

 Date: _____
 Date: _____
 Date: _____

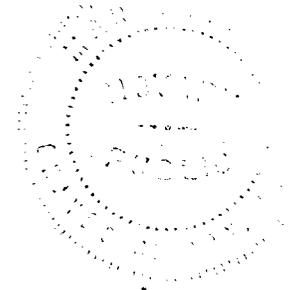
~~XY~~ _____
~~XXXXX~~ _____
Lawrence C. Harris
 LAWRENCE C. HARRIS
Marion V. Harris
 MARION V. HARRIS

STATE OF NEW MEXICO)
 COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 13th day of Nov, 1968, by LAWRENCE C. HARRIS AND MARION V. HARRIS, his wife. ~~xxx~~

My Commission expires:
My Commission Expires Oct. 31, 1968

[Signature]
 Notary Public in and for
Chaves County, N.M.



RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~
~~XXXXXXXX~~

 Date: _____

~~XXX~~ _____
~~XXX~~ _____

Date: May 13, 1968

E. C. Skinner
 E. C. SKINNER

Date: May 13, 1968

Lucille Skinner
 LUCILLE SKINNER

STATE OF New Mexico)
 COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 13th day of May, 1968, by E. C. SKINNER AND LUCILLE SKINNER, his wife.

 XXXX

My Commission expires:
June 1970

Charles H. [Signature]
 Notary Public in and for
Chaves County, New Mexico



RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
 "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
 NORTH KING CAMP UNIT AREA
 CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty, or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~AMENDED~~

 Date: _____
 Date: May 8, 1968
 Date: May 8, 1968

~~_____
 _____~~
J. ROSE WALKER
Marije de los Reyes Walker
 MARIJE de los REYES WALKER

STATE OF LOUISIANA)
 PARISH _____)
 xCOUNTY OF ORLEANS)

The foregoing instrument was acknowledged before me this 8th day of MAY, 1968, by J. ROSE WALKER AND MARIJE de los REYES WALKER

My Commission expires:
at my death

Notary Public in and for ORLEANS Parish, La.

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~ACCESSORY~~

Date: _____
Date: 5-3-68
Date: 5-3-68

By _____
XXXX
Melvin A. Brown
MELVIN A. BROWN
Julie L. Brown
JULIE L. BROWN

STATE OF MONTANA)
COUNTY OF YELLOWSTONE)

The foregoing instrument was acknowledged before me this 3rd day of June, 1968, by MELVIN A. BROWN AND JULIE L. BROWN, his wife.

My Commission expires:
1970

Richard
Notary Public in and for
Yellowstone County, Montana

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXX~~

Date: _____
Date: May 10, 1968
Date: "

~~EX~~ _____
~~XXX:~~ _____
Nola Grace Ptasynski
NOLA GRACE PTASYNSKI
Harry Ptasynski
HARRY PTASYNSKI

STATE OF WYOMING)
COUNTY OF NATRONA)

NOTARY The foregoing instrument was acknowledged before me this 10th day of May, 1968, by NOLA GRACE PTASYNSKI AND HARRY PTASYNSKI, her husband. ~~XXXX~~

My Commission expires:
January 6, 1971

Francis C. Mara
Notary Public in and for
Natrona County, Wyoming

RATIFICATION AND JOINDER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXX~~

~~BY~~ _____

Date: _____

~~XXXX~~ _____

Date: 5-14-68

F J Bradshaw
F. J. BRADSHAW

Date: 5-14-68

B J Bradshaw
B. J. BRADSHAW

STATE OF Utah)

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of May, 1968, by F. J. BRADSHAW AND B. J. BRADSHAW, his wife.

_____ KK _____

My Commission expires:

1-1-69

[Signature]
Notary Public in and for
Salt Lake County, Utah

RATIFICATION AND JOINER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~ATTACHED~~
~~XXXXXXXX~~

Date: 5-27-68

Date: 5-27-68

Date: 5-27-68

~~XX~~

~~XXXXX~~ Arthur L. Behneman
ARTHUR L. BEHNEMAN
Elmer R. Behneman
ELMER R. BEHNEMAN
Leone Behneman
LEONE BEHNEMAN

STATE OF Illinois)
COUNTY OF Champaign)

The foregoing instrument was acknowledged before me this 27th day of May, 1968, by ELMER R. BEHNEMAN AND LEONE BEHNEMAN, his wife.
~~XXXX~~

My Commission expires:
July 4, 1969

James M. ...
Notary Public in and for
Champaign County, Illinois

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 27th day of _____, 1968 by ARTHUR L. BEHNEMAN.

My Commission expires:
July 4, 1969

James M. ...
Notary Public in and for
Champaign County, Illinois

RATIFICATION AND JOINER OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
NORTH KING CAMP UNIT AREA
CHAVES COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned owner (whether one or more) of royalty, overriding royalty, or production payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement for the Development and Operation of the North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Agreement", and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, North King Camp Unit Area, County of Chaves, State of New Mexico", dated May 1, 1968, hereinafter referred to as the "Unit Operating Agreement"; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the tracts which may become a part of the North King Camp Unit Area; and

WHEREAS, the undersigned represents that it is the owner of a royalty, overriding royalty or production payment interest, or of a working interest, or both, in one or more of the tracts identified by said Exhibits.

NOW, THEREFORE, the undersigned owner of royalty, overriding royalty or production payment interests only desires to and does hereby ratify, confirm and become a party to said Unit Agreement, and the undersigned owner of working interests only, or the owner of both working interests and royalty, overriding royalty or production payment interests desires to and does hereby ratify, confirm and become a party to said Unit Agreement and said Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth opposite its signature.

~~XXXXXXXX~~

Date: May 9, 1968

Date: _____

Date: _____

~~XXX~~

~~XXXX~~
Ida Rothman Feely

IDA ROTHMAN FEELY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

The foregoing instrument was acknowledged before me this 9th day of May, 1968, by IDA ROTHMAN FEELY,

~~XXX~~

My Commission expires:
My Commission Expires October 28, 1969

Henry H. Angell
Notary Public in and for
LOS ANGELES County, CALIFORNIA

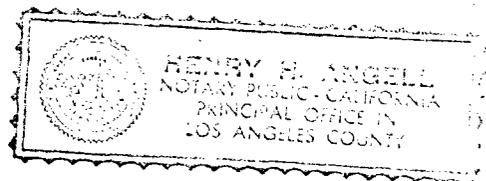


EXHIBIT X

To Accompany Pan American Petroleum Corporation's
Application for Final Approval to
Unit Agreement for the Development and Operation of
the North King Camp Unit Area, Chaves County, New Mexico,
consisting of the following:

1. Letter to all Working Interest Owners dated March 22, 1968, in which joinder and ratification to the unit was requested. No refusal letters were received.
2. Second letter to Working Interest Owners Duncan Miller, Madeline S. Schoff and Bogle Farms, Inc. dated April 16, 1968. No refusal letters were received.
3. Third letter to Working Interest Owners Duncan Miller, Madeline S. Schoff and Bogle Farms, Inc. dated May 8, 1968. Refusal letters were received as follows:
 - (a) Letter from Duncan Miller dated May 15, 1968.
 - (b) Letter from Madeline S. Schoff dated May 11, 1968.
 - (c) No reply was received from Bogle Farms, Inc.
4. Letter to all Royalty, Overriding Royalty, and Production Payment Owners dated May 1, 1968, in which joinder and ratification to the unit was requested. Unit Operator's files contain registry receipts signifying that such letters were received. No refusal letters were received.
5. Letter dated May 24, 1968 to ten Royalty, Overriding Royalty and Production Payment Owners who did not respond to Unit Operators Letter dated May 1, 1968. Registry receipts may be found in the Unit Operator's files. Refusal letters were received as follows:
 - (a) Letter from Jack W. Bales dated May 27, 1968.
 - (b) Letter from Stephen C. Helbing dated May 13, 1968.
 - (c) Letter from Richard B. Hamm for George H. O'Brien, Jr. dated June 26, 1968.
 - (d) No reply was received from Randall B. Johnston, but in a telephone conversation Mr. Johnston advised the Unit Operator that he would not ratify.

PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410

FORT WORTH, TEXAS—76101

March 22, 1968

AFE 42,944
 North King Camp Unit
 Chaves County, New Mexico

Addressees On Attached List

Gentlemen:

Pan American Petroleum Corporation is in the process of forming a "fixed type" Federal-State Exploratory Unit to be located in T-13S, R-29E, and T-13S, R-30E, Chaves County, New Mexico, which will be called the North King Camp Unit. We enclose a plat of the proposed unit for your information. The unit will provide for a 9,200-foot Top of the Mississippian test to be drilled in the NW/4 of Section 22, T-13S, R-29E, at an approximate cost of \$176,000.00 for a producer or \$144,600.00 for a dry hole. According to our information, the present ownership within the proposed unit is as follows:

| | <u>Acres</u> | <u>Per Cent of Unit</u> |
|-----------------------------|------------------|-------------------------|
| Pan American | 11,019.77 | 74.98008 |
| Chevron Oil Company | 1,040.00 | 7.07681 |
| Atlantic-Richfield Company | 920.00 | 6.25981 |
| Duncan Miller | 560.00 | 3.81081 |
| Tenneco Oil Company | 320.00 | 2.17782 |
| Cactus Drilling Corporation | 320.00 | 2.17782 |
| C. R. A., Inc. | 240.00 | 1.68298 |
| Eogle Farms | 157.16 | 1.06984 |
| Wilson Oil Company | 40.00 | .27217 |
| Margaret Campbell | 40.00 | .27217 |
| Madeline S. Schoff | 40.00 | .27217 |
| TOTALS | <u>14,696.93</u> | <u>100.00000</u> |

In order for us to be in a position to prepare the operating agreement covering this unit, we would appreciate very much your advising, at your earliest convenience, if it is your desire to participate in the drilling of this test well. For those who do not wish to participate in the drilling of the initial test well, we propose the following farmout agreement:

The non-participating parties will give up an undivided one-half interest in their acreage within the unit outline for a well free

Addressees On Attached List

March 22, 1968

Page 2

of cost into the tanks. The non-participating parties will retain a 1/16 of S/3 overriding royalty (proportionately reduced) which will be convertible to a one-half working interest after payout of the initial test well, with all development after the initial test to be based on the terms of a negotiated operating agreement.

Please advise this office as soon as possible if you elect to join in the drilling of the test well or if you will be willing to farmout on the above basis. If you do wish to join, please advise if you are interested in acquiring any additional interest under the above farmout basis.

Since the formation of a unit of this type requires considerable time, we would appreciate your advising of your decision with the least practical delay. Should you have any questions concerning this matter, please advise this office at the above address immediately.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

cp

Enclosure

LIST OF ADDRESSEES

Chevron Oil Company
Petroleum Life Building
Midland, Texas

C. R. A., Inc.
P. O. Box 7305
Kansas City, Missouri 64116

Atlantic-Richfield Company
P. O. Box 1978
Roswell, New Mexico 88201
(Attention: Mr. Jack Biard)

Bogle Farms
Dexter, New Mexico

Mr. Duncan Miller
P. O. Box 728
Boulder City, Nevada

Wilson Oil Company
P. O. Box 627
Santa Fe, New Mexico

Tenneco Oil Company
Wilco Building
Midland, Texas
(Attention: Mr. Bob Winkler)

Mrs. Margaret Campbell
449½ South Witmer
Los Angeles, California

Cactus Drilling Corporation of Texas
P. O. Drawer 71
San Angelo, Texas 76902

Mrs. Madeline S. Schoff
1759 North Orchid Avenue
Hollywood, California

PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410

FORT WORTH, TEXAS—76101

April 16, 1968

AFE - 42,944
North King Camp Unit
Chaves County
New Mexico

Addressees On Attached List

Gentlemen:

By letter dated March 22, 1968 we advised that Pan American is in the process of forming a "fixed type" Federal-state exploratory unit to be located in T-13S, R-29E and T-13S, R-30E, Chaves County, New Mexico which is to be called the North King Camp Unit. We also advised that the unit will provide for a 9200 foot top of the Mississippian test to be drilled in the NW/4 of Section 22, T-13S, R-29E at an approximate cost of \$176,000 for a producer or \$144,600 for a dry hole. After setting out the various ownership within the proposed unit, we requested that you advise this office if you wish to participate in the drilling of the initial test well or if you would be willing to farm out your interest in the proposed unit on the terms as stated in the above referred to letter.

In order to expedite the formation of this unit, we would appreciate very much your advising this office of your decision. For your information, we wish to advise that Chevron, Cactus, C.R.A., Inc., have indicated that they favor joining in the drilling of the test well and that Atlantic Richfield has advised that they plan to farm out their interest in the proposed unit. We have had replies from Wilson Oil Company and Tenneco Oil Company advising that they wish neither to join nor farm out their interest in the proposed unit.

Please inform this office of your decision as soon as possible so that we may proceed with the formation of the proposed unit.

Very truly yours,
PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

JDA/dw

LIST OF ADDRESSEES

Mr. Duncan Miller
P. O. Box 728
Boulder City, Nevada

Eogle Farms
Dexter
New Mexico

Mrs. Madeline S. Schoff
1759 North Orchid Avenue
Hollywood, California

PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING

P. O. BOX 1410

FORT WORTH, TEXAS—76101

May 8, 1968

W-13
5-22

AFE - 42,944
North King Camp Unit
Chaves County, New Mexico

Addressees On Attached List

Gentlemen:

By letters dated March 22, 1966 and April 16, 1968, we advised you that Pan American is in the process of forming a "fixed type" federal-state exploratory unit to be located in T-13S, R-29E and T-13S, R-30E, Chaves County, New Mexico which is to be called the North King Camp Unit. We also advised that the unit would provide for a 9200 foot top of the Mississippian test to be drilled in the NW/4 Section 22, T-13S, R-29E at an approximate cost of \$176,000 for a producer or \$144,600 for a dry hole. In the above referred to letters, we requested that you advise this office if you wish to participate in the drilling of the initial test well or if you would be willing to farm out your interest in the proposed unit on the terms as stated in the above referred to letter dated March 22, 1968.

Since we have not received a reply to our correspondence, with the exception of Mr. Miller, we would again like to request that you advise this office by return mail whether you elect to participate in the drilling of the initial test well or if you would be willing to farm out your interest in the proposed unit. We are in the process of preparing the unit operating agreement and would appreciate your advising of your decision within the next few days.

Very truly yours,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

JDA/dw

AIR MAIL
REGISTERED, RETURN
RECEIPT REQUESTED

LIST OF ADDRESSEES

Mr. Duncan Miller
P. O. Box 728
Boulder City, Nevada

Bogle Farms
Dexter
New Mexico

Mrs. Madeline S. Schoff
1759 North Orchid Avenue
Hollywood, California

File
4-29-68

May 15, 1968

Mr. Jack D. Anderson
Pan American Petroleum Building
Box 1410
Fort Worth, Texas, 76101

Dear Mr. Anderson:

With reference to previous correspondence, I will
decline the North King Camp Unit at the present
time.

Very truly yours,

Duncan Miller
DUNCAN MILLER
BOX 728
BOULDER CITY, NEVADA 89005

DM:as

MADELINE S. SCHUFF
1759 N ORCHID AVE
HOLLYWOOD CAL
90028

May 11, 1968

Pan American Petroleum Corp.
Fort Worth Texas

Mr. Anderson:

In your letter of May 8, 1968
you informed me Pan American Corp.
is forming a drilling unit in Chavez County
New Mexico.

I am owner of State of New Mexico
lease B 8156-57, T-13S, R-29E Consisting of
40 Acres.

I would consider \$100.00 an acre.
1 1/2 % Royalty, On a Farmout.

Very truly yours

Madeline S. Schuff

PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410

FORT WORTH, TEXAS—76101

May 1, 1968

AFE - 42,944
North King Camp Unit
Chaves County, New Mexico

TO ALL ROYALTY AND OVERRIDING ROYALTY OWNERS:

Pan American Petroleum Corporation is proposing the formation of a unit plan of exploration and operation for an area in Chaves County, New Mexico which has been designated as the North King Camp Unit. The purpose of the unit is to more properly conserve the natural resources and provide for an equitable allocation of any oil or gas production which might be discovered in the unit area.

At our request the United States Geological Survey and the Commissioner of Public Lands, State of New Mexico, has designated this to be a logical unit area and has approved our proposed form of unit agreement. It is the standard form of unit agreement 30 CFR 226.12 (1961 reprint); however, they reserve the right to deny approval of any agreement which, in their opinion, does not have full commitment of sufficient lands to afford effective control of unit operations.

Section 9 of the Unit Agreement makes provision for the drilling of the initial test well to the top of the Mississippian formation or 9200 feet unless at a lesser depth unitized substances should be discovered in paying quantities. The location of the initial test well has not been definitely determined. Royalty owners and overriding royalty interest owners are, of course, not charged with any part of the cost and expenses in the drilling or operations of the test wells.

We believe that you will share our desire to have a deep test well drilled in this area and it is our hope that you will join with us in the formation of this unit. We feel that unitization is the best feasible method of exploring and developing this area and if it is to be successful sufficient interest must be committed to the unit to make it workable.

It is our belief that you are the owner of a royalty or overriding royalty under one or more of the oil and gas leases in the unit area so we therefore, attach a copy of the unit agreement and 6 Ratification forms by which you may commit your interest to this unit. If this is acceptable

TO ALL ROYALTY AND OVERRIDING ROYALTY OWNERS:

AFE- 42,944

Page 2

May 1, 1968

to you, please execute before a Notary Public and return to this office 5 of the Ratification forms. If you are married, it will be necessary for your spouse to join therein. You may retain one copy of the Ratification and the Unit Agreement for your records. We shall appreciate hearing from you as quickly as possible as we are anxious to complete this project at the earliest possible time. If there is any further information you desire, please feel free to contact this office.

Very truly yours,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

JDA/dw

Enclosures

PAN AMERICAN PETROLEUM CORPORATION

OIL AND GAS BUILDING P. O. BOX 1410

FORT WORTH, TEXAS—76101

May 24, 1968

AFE 42,944
North King Camp Unit
Chaves County, New Mexico

The Royalty and Overriding Royalty
Owners Whose Names Appear On The
Attached Mailing List:

By letter dated May 1, 1968, we forwarded to you a copy of our Unit Agreement for our proposed North King Camp Unit, Chaves County, New Mexico, along with six ratification forms. As of this date we have not received the executed ratifications or a reply from you pertaining to your ratifying the unit agreement.

For your information we would like to state that of the 25 royalty and overriding royalty owners present in this area, we have received executed ratifications from 15 as of this date.

As we stated in our letter of May 1, 1968, we feel that the best feasible method of exploring and developing this area is by unitization, but if unitization is to be successful a sufficient interest must be committed to the unit in order to make it workable.

We would like to again ask your cooperation in executing before a Notary Public and returning to this office five of the ratification forms so that we may process them for approval with the United States Geological Survey and the Commissioner of Public Lands, State of New Mexico. If you are married, your spouse should join you in executing the instruments. We would appreciate receiving the executed ratifications or a reply to our letter within the next few days as we are anxious to complete this project at the earliest possible date.

Yours very truly,

PAN AMERICAN PETROLEUM CORPORATION

Jack D. Anderson

Charles M. Spofford and wife, Carolyn S. Spofford
1 Chase Manhattan Plaza
New York City, New York

W. B. Yarborough and wife, Katharine Searcy Yarborough
and W. A. Lyons
202 V&J Tower
Midland, Texas 79701

Bryan Bell and wife, Rubie C. Bell
1331 Third Street
New Orleans, Louisiana

Randall B. Johnston and wife, Shirley A. Johnston
Box 1824
Midland, Texas

S. C. Helbing and wife, Ellen S. Helbing
and F. W. Podpechan and wife, Jane A. Podpechan
P. O. Box 568
Roswell, New Mexico

George H. O'Brien, Jr., and wife, Janet I. O'Brien
Box 1717
Midland, Texas

Melvin A. Brown and wife, Julie L. Brown
Box 16
Billings, Montana 59103

Jack W. Bales and wife, Joyce C. Bales
P. O. Box 956
Denver, Colorado

W. B. Barnhill and wife, Catharine W. Barnhill
P. O. Box 1354
Roswell, New Mexico

Arthur L. Behneman
and Elmer R. Behneman and wife, Leone Behneman
Arcadia, Iowa

JACK W. BALES

402 MIDLAND SAVINGS BUILDING • DENVER, COLORADO 80202 • PHONE: 244-0913 or 233-4600
772-0685
Longmont

May 27, 1968

RE: AFB 42, 944
North King Camp Unit
Chaves County, New Mexico

Pan American Petroleum Corporation
P. O. Box 1410
Fort Worth, Texas 76101

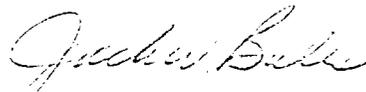
ATTN: Mr. Jack D. Anderson

Dear Mr. Anderson:

This will acknowledge receipt of your letter of May 24, 1968, wherein you advised that you would like to have signed unitization forms returned.

I appreciate your desire but must advise that I see no possible benefit to me. If someone could explain any possible benefit to me, I would be more kindly inclined toward the unitization of my interest.

Sincerely,


Jack W. Bales

JWB:ljw

STEPHEN C. HELBING
ROSWELL, NEW MEXICO 88201

June 13, 1968

Pan American Petroleum Corporation
P. O. Box 1410
Fort Worth, Texas

Attention: Mr. Jack D. Anderson

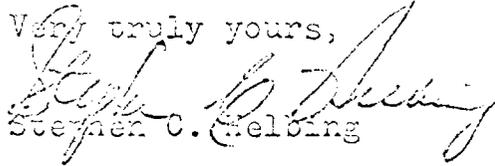
Your Re: AFE 42,944
North King Camp Unit
Chaves County, New Mexico

Dear Jack;

In reply to your letter of May 24, 1968, I would prefer to not join your North King Camp Unit. My reason is that Helbing and Podpechan own a 5% overriding royalty under 40 acres or the equivalent of 16 royalty acres in a total unit area of 14,696.93 acres. In the event of production where this royalty is placed in a participating area, it would be so diluted that our proportionate interest would be almost negligible.

I have always tried to cooperate in formation of federal type units and if my memory is correct, this is the first time I have refused to join, but I do believe the particular facts here support my belief that this would not be in our best interests.

Very truly yours,


Stephen C. Helbing

JAC
RICHARD B. HAMM
P. O. BOX 5241
MIDLAND, TEXAS 79701

June 26, 1968

Pan American Petroleum Corporation
P. O. Box 1410
Fort Worth, Texas 76101

ATTENTION: Mr. Jack B. Anderson
REFERENCE: Federal Lease 0333227
NM 3480
George H. O'Brien, Jr.
YOUR REFERENCE: AFE - 42944
North King Camp Unit
Chaves County, New Mexico

Gentlemen:

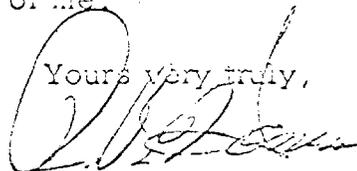
This has reference to your letter of May 1, 1968 addressed to Mr. George H. O'Brien, Jr., the record owner of an overriding royalty interest under the proposed Chaves County, New Mexico, Unit.

Mr. O'Brien conveyed to me, a short while ago, an undivided one half of his overriding royalty interest under the captioned Federal Lease, and for this reason has asked that I respond to your inquiry.

It is our feeling at the present time that it will not benefit us to join in the proposed Unit, and for this reason we have decided not to execute the agreement you have provided us.

If you have any additional thoughts or questions regarding the above please feel free to write Mr. O'Brien or me.

Yours very truly,


Richard B. Hamm

RBH/mr

cc: Mr. George H. O'Brien
P. O. Box 1717
Midland, Texas 79701

EXHIBIT Y

To Accompany Pan American Petroleum Corporation's
Application for Final Approval to
Unit Agreement for the Development and Operation of
the North King Camp Unit Area, Chaves County, New Mexico,
showing status, by tracts, of the commitment of
royalty, overriding royalty and
production payment interests

TRACTS 1 and 1A

Federal Acreage - 3% overriding royalty owned by Patricia N. Harding is committed as indicated by attached Ratification.

TRACT 2

Federal Acreage - \$2,000 per acre production payment out of 5% owned by Vincent J. Duncan is committed as indicated by attached Ratification.

TRACT 3

Federal Acreage - \$750 per acre production payment owned by Charles M. Spofford is committed as indicated by attached Ratification.

TRACT 4

Federal Acreage - 5% overriding royalty owned by Julius M. Cieslik is committed as indicated by attached Ratification.

TRACT 5

Federal Acreage - 3% overriding royalty owned by B. H. Rosenblatt is committed as indicated by attached Ratification.

TRACT 6

Federal Acreage - 5% overriding royalty owned by A. Lansdale is committed as indicated by attached Ratification.

TRACT 7

Federal Acreage - no overriding royalty.

TRACT 8

Federal Acreage - 3% overriding royalty owned by W. A. Lyons and W. B. Yarborough is committed as indicated by attached Ratification.

TRACT 9

Federal Acreage - \$750 per acre production payment out of 5% owned by Bryan Bell is committed as indicated by attached Ratification.

TRACT 10

Federal Acreage - \$750 per acre production payment out of 5% owned by Rubie C. Bell is committed as indicated by attached Ratification.

TRACT 11

Federal Acreage - 2% overriding royalty owned by A. W. Dillard, Jr. is committed as indicated by attached Ratification. 3% overriding royalty owned by Amco Oil Corporation is committed as indicated by attached Ratification.

TRACT 12

Federal Acreage - 3% overriding royalty owned by Randall B. Johnston is uncommitted.

TRACT 13

Federal Acreage - \$750 per acre production payment out of 5% owned by Carl T. Smith is committed as indicated by attached Ratification.

TRACT 14

Federal Acreage - 5% overriding royalty owned by S. C. Helbing and F. W. Podpechan is uncommitted.

TRACT 15

Federal Acreage - \$750 per acre production payment out of 5% owned by Lawrence C. Harris is committed as indicated by attached Ratification.

TRACT 16

Federal Acreage - 3% overriding royalty owned by E. C. Skinner is committed as indicated by attached Ratification.

TRACT 17

Federal Acreage - \$750 per acre production payment out of 5% owned by J. Mort Walker is committed as indicated by attached Ratification.

TRACT 18

Federal Acreage - \$400 per acre production payment out of 3% owned by J. Mort Walker is committed as indicated by attached Ratification.

TRACT 19

Federal Acreage - 3% overriding royalty owned by George H. O'Brien, Jr. is uncommitted.

TRACT 20

Federal Acreage - 3% overriding royalty owned by Melvin A. Brown is committed as indicated by attached Ratification.

TRACT 21

Federal Acreage - no overriding royalty.

TRACT 22

5% overriding royalty owned by Nola Grace Ptasynski is committed as indicated by attached Ratification.

TRACT 23

Federal Acreage - no overriding royalty.

TRACT 24

Federal Acreage - 5% overriding royalty owned by F. J. Bradshaw is committed as indicated by attached Ratification.

TRACT 25

Federal Acreage - no overriding royalty

TRACT 26

Federal Acreage - 3% overriding royalty owned by Jack W. Bales is uncommitted. \$750 per acre production payment out of 2% owned by W. B. Barnhill is uncommitted.

TRACT 27

Federal Acreage - 3% overriding royalty owned by Arthur L. Behneman and Elmer R. Behneman is committed as indicated by attached Ratification.

TRACT 28

State Acreage - 5% overriding royalty owned by Ida Rothman Feely is committed as indicated by attached Ratification.

TRACT 29

State Acreage - no overriding royalty.

TRACT 30

State Acreage - 5% overriding royalty owned by Elk Oil Company is committed as indicated by attached Ratification

TRACT 31

State Acreage - no overriding royalty.

TRACT 32

State Acreage - no overriding royalty.

TRACT 33

State Acreage - no overriding royalty.

TRACT 34

State Acreage - no overriding royalty.

TRACT 35

Fee Acreage - 50% mineral interest which is 9.375% Royalty (1/2 of 18.75%) owned by Dartmouth College is uncommitted. 1/2 mineral interest which is unleased and uncommitted is owned by Bogle Farms, Inc.