CASE 4139: Application of ALLITO CHEMICAL FOR APPROVAL OF THE MILNESAND (SAN ANDRES) UNIT.

Lase Number.

Application

Transcripts.

Small Exhibits

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UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY

Drawer 1857 Roswell, New Mexico 88201 (O)

Pebruary 4, 1970

Union Texas Petroleum Division of Allied Chemical Corporation P. O. Box 2120 Bouston, Texas 77001

Attention: Mr. James L. Hackoy

Gentlement

We acknowledge receipt on January 23 of ratifications and joinders to the Milmesand (wan Andres) unit agreement, No. 14-08-0001-11574, Rocesvelt County, New Mexico, executed by the following persons:

Reported Resic Royalty Owner	Fee Land Unit Tract No.
	1 9 .
Clare R. Middleton	11, 11-A, 16
Y. W. Bowlen, Gertrude Bowley	44, 47
Clyde H. Johnson, Florence V. Johnson	13
Harl Walker, Vernice E. Walker (Also overriding royalty owner)	13
Lethe N. York	16
	16
G. B. Jones	A STATE OF THE STA

Your letter of January 30 states that Clyde H. Johnson and Florence V. Johnson are successors to the interest formerly owned by S. R. Johnson under that tract Mc. 13.

These tracts were originally qualified for perticipation as of the effective data of the unit agreement. The joinders are effective february 1 pursuant to Section 31 of the unit agreement. Copies of the joinders are being distributed to the appropriate Federal office the joinders are being distributed to the appropriate Federal office.

and all copies surplus to our needs are returned herewith. It is requested that you furnish appropriate notice of these commitments to any other interested principal.

Sincerely yours,

(ORIG. SGD.) CARL C. TRAYWICK

CARL C. TRAYNICK Anting Oil and Gas Supervisor

Hashington (w/cy joinders)
BIM, Senta Fe (w/cy joinders)
Hobbs (w/cy joinders)
MACCOUNTS (itr. only)
Accounts (itr. only)

Note to accounts: These joinders fully commit fee tracts 11, 11-A,

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3000 RICHMOND AVENUE . BOX 2120 . HOUSTON, THEAS 17001 . AREA CODE 113, 529-3211

January, 1970

State of New Mexico Oil Conservation Commission State Land Office Santa Fe, New Mexico 87501

Milnesand (San Andres) Unit

Roosevelt County, New Mexico

Case 4139

Order No. R-3766

Gentlemen:

Enclosed are additional ratifications for the subject unit, which have been certified by the County Clerk of Roosevelt County, New Mexico.

JLM/mlc Enclosures

RATIFICATION OF AGREEMENT'S ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT
MILNESAND (SAN ANDRES) UNIT : 2:
ROOSEVELT COUNTY, NEW MEXICO'

State of MAN

KNOW ALL MEN BY THESE PRESENTS

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Rocsevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 10 - 18 - 1969	End Halkey
Attest:	Dr. Manie E Melker
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

NOV 3 1969

At 10:00 O'Clock 12 Mis Book 63 Page 584 Clerk Milda Haghenet Deputy Milda Baghenet

STATE OF NEW MEXICO COUNTY OF ROSEVEST COUNTY OF ROOSEVEDT ss (County Clerk) do hareby certify the foregoing to be a full, true and correct copyrod the original on his in my affice and that I have carefully compared the same with the original. Witness my hand and soal of office this 3th Rowensher

19 69

By Shille Deputy

(hive

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Ur'll Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 11-12-69 Quantum E. Marketter.

Attest:

By:

White Of MD: 110-14-04

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JAN	1 6 1970			

At 9:20 O'Clock AM.

Book 64 Pege Hayhurst

Clerk Welda Hayhurst

Deputy Milde

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILHESAND (SAN ANDRES) UNLT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 31 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres)" Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

12-1-69 Attest:

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELY ss (County Clark) to hereby certify the foregoing to be a full, true and correct copy of the original on the many office and that I have carefully compared the same with the original. Witness my hand and seal of office this 16 day of January

Melda Hayhurst

SOUNTA CLERK

By Malble Deputy 19.70

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT", AND "UNIT OPERATING AGREEMENT" -- MILMESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milmesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milmesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially
constituted, depending upon whether such Tracts qualify for inclusion therein, as
provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracks identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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At 9:10 O'Clock A.M.

Book 104 Page
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit. Agreement, and the undersigned owner of Working Interests only, or the comer of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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Cierk_c Deputy_ 8549

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss.

I, Manual County Classic Land control to be a full, true and correct copy of the original and manual and that I have cerefully compared the same with the original.

Wilness my hand and seal of office this 16 day of County Clerk

By Delta Italian County Classic County Clerk

By Delta Italian County Clerk

RATIFICATION OF AGREEMENTS ENLITTED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Cverriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:

Attest:

STATE OF	•		\$ 1	*
COUNTY OF	0			
and State, on this d	the undersigned author ay personally appeared e person whose name is			,
a corporation, and a	for cknowledged to me that purposes and considerat	he executed the same	on behalf of s	aid,
GIVEN UNDE	R MY HAND AND SEAL OF O	FFICE this day	of	
- 2 - <u></u>		MOMADY	FUBLIC in and	Con
			County _	
STATE OF Arkansas	•			
COUNTY OFGarland_	0			
BEFORE ME, and State, on this de known to me to be the acknowledged to me the expressed.	the undersigned author ay personally appeared e person whose name is hat he executed the sam	ity a Notary Public subscrived to the lo e for the purposes a	in and for sai	d County ent, and on therein
	R MY HAND AND SEAL OF O	FFICE this 29th	day of Sept	1969 ,
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My Comm. Expires Oct. 5, 1970		Garland	, County	lrkansas
STATE OF Arkansas	₹	reconstruction of		
STATE OF Arkansas COUNTY OF Garland	ν ()			
BEFORE ME,	the undersigned author	ity, on this day per	sonally appear e	ed.
known to me to be the having been examined fully explained to he and declared	e person whose name is a by me privily and aparer, she, the SAID WIFE, I that she had willingly	subscribed to the fo t from her husband, acknowledged such i y signed the same fo	and having the nstrument to be r the purposes	same her act and con-
sideration therein exwish to retract it.	xpressed and in the cap	acities therein stat	*	
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ig Litura in standardik in sing di	STATE OF NEW MEXICO COUNTY OF ROOSEVELT	Garland S	, County	Arkansas
N.,	Recorded this	•		

JAN 1 6 1970

At 9:00 O'Clock AM.

Book Wif Page
Clerk Milda Tayhural
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STATE OF NEW MEXICO COUNTY OF BOOSEVERT SS (County Child to have by certify the foregoing 1, Median Handburg Copy of the organization of the many office and that I have
to be a full, true and correct copy of the original.
carefully compared the same with the original. Witness my hand and seal of office this bar day of the day of
no de transcer
COUNTY ELERK COUNTY ELERK Deputy
Ву

MOV 4 1969

prawer 1857 Rospell, New Mexico 68201

October 31, 1969

Union Texas Petroleum Division of Allied Chemical Corp. 1300 Wileo Building Midland, Texas 79701

Attention: Mr. Howard Purdue

Gentlesent

Your letter of October 30, 1969, transmits four copies of a "Certificate of Effectiveness" for the Hilmenand (San Andres) unit agreement, 90. 14-08-0001-11574. Such instrument/is filed pursuant to section 23 of the unit agreement to establish the effective date of the agreement on August 1, 1969. The "Certificate of Effectiveness" is hereby accepted for the record and copies thereof are buing furnished the appropriate Federal officas.

Sincerely yours,

(OMG. SCO) JOYA A. ANDERSON

Machington (w/cy attaciment) BLM, Santa Ve (w/cy attachment) Hobbs (w/cy attachment) MIOCC, Santa Fe (1tr. only) Accounts (ltr. only)

HOUR A. AMPARSON Regional Oil and Cas Supervisor



UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY

> Drawer 1857 Rosvell, New Mexico 88201

IN REPLY REFER TO:

July 18, 1969

Union Texas Petroleum Division of Allied Chemical Corporation 1300 Wilco Building Hidland, Tomer 79701

Attention: Mr. Gilbert Hiller

The Milnesend (Sen Ambres) unit agreement, Roosevelt County, new Miraco, was approved on July 18, 1969. This agreement has been designated No. 14-08-0001-11574. Please furnish this office with a designated No. 14-08-0001-11574. Please furnish this office with a certificate of effectiveness by which the effective date of the unit certificate of effectiveness by which the effective 23 thereof.

Enclosed ere two copies of the approved unit agreement. We request that you furnish the New Mexico Oil Conservation Commission and all other interested principals with appropriate evidence of this approval.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON Regional Oil and Cas Supervisor

Washington (w/cy appd. agat.)
BIM, Santa Fe (w/cy appd. agat.) Hobbs (w/cy appd. agmt.)
BOMC, Roswell
1240CC, Santa Fa

OCA DO 1800

Drawer 1857 Roswell, How Mexico 88291

October 8, 1969

Union Texas Petroleum Division of Allied Cheulcal Corp. P. O. Box 2120 Rouston, Texas 77001

Attention: Mr. John D. Hullins

Gentlemen:

Your letters of September 5 and October 2 received in this office on September 15 and October 6, respectively, transmit retifications and joinders to the Milmesond (Esn Andres) unit agreement, No. 14-D8-0001-11574, Roosevelt County, New Mexico, executed by the following persons:

Reported Resic Royalty Owner	Treet No.	Rffective Date October 1, 1969	
Paulice Enddleston Ilgenfritz	13		
Pauline Huddleston Ilgenfrits and Greed T. Huddleston, Jr., co-executrix and co-executor			
of the Estate of Roberts G. Ruddisston, decessed	13	November 1, 1969	
Daniel L. Hennifin	17, 19, 19 - A	November 1, 1969	
	17	Hovember 1, 1969	
Joyce E. Hamifin Kathryn McCoraick	19 19-A	November 1, 1969	
Kathrya necessaria		and a second	

These tracts were originally qualified for participation as of the effective date of the unit agraement. The joinders are effective es of the deta indicated stove pursuant to section 31 of the unit egreement.

Copies of the joinders are being distributed to the appropriate Federal offices. Returned herewith are the certified copies of the joinder by Kathryn McCornick and Deniel L. Hamifin as requested in your letter of October 2. Also returned is one copy of the joinder by Pauline Huddleston Ilsenfritz and Hugh Ilsenfritz with original eigentures which was transmitted by your letter of October 2. It is requested that you furnish appropriate notice of these commitments to any other interested principal.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON Regional Oil and Gas Supervisor

Washington (w/cy joinders)
BLM, Santa Fe (w/cy joinders)
Hobbs (w/cy joinders)
MMOCC, Santa Fe (ltr. only)
Accounts (ltr. only)

8884 NE 6038

prover 1957 Roswell, Nov Mexico 88201

September 26, 1969

Milon Toxos Petrolous Division of Allied Chemical Corporation 1300 Wilco Building Midlaud, Texas 79701

Attention: Mr. Howard Perdus

Your letter of September 22 transmits five copies of revised Skirlbits b, B, and C to the Hilpesand Son Andrea mile agreement corrected to reflect the nonqualified status of unit tracts for. 8, 21, and 22 reriect the nonquentitied evenue of entracte now. o, 21, and 22 and to show the Phase I and Phase II participation percentages of the committed and qualified traces. The exhibits have been checked, found correct, and are hereby accepted affective August 1, 1969; the date the Milnesond San Andres witt agreement will be effective upon receipt of a Certificate of Effectiveness. Copies of such revised exhibits are being distributed to the foderal offices involved.

sincarely yours,

(ORIG. SGD) JOHN A. AMDERSON

JAMES A. APPERSON Regional Oil and Gas Supervisor

Washington (w/strachmonts) BIM, Santa Fe (w/attachments) Hobbs (w/attachments) MOCC, Santa Fe (ltr. only) Accounts

UNION TEXAS PETROLEUM DIVISION

1300 WILCO BUILDING • MIDLAND, TEXAS 79701 August 22, 1969

State of New Mexico Oil Conservation Commission State Land Office Building Sante Fe, New Mexico

> Milnesand (San Andres) Unit Agreement Roosevelt County, New Mexico Case #4139 Order #R-3766

Gentlemen:

In compliance with paragraph three(3) of subject order are enclosing herewith:

- 1. Unit Agreement
- Executed counterpart of the unit agreement reflecting the subscription of those interests having joined or ratified.
- Certificate of Effectiveness
- Certificate of Determination

If further information is desired please let us know.

Very truly yours,

Union Texas Petroleum Corporation

J. m. Dougherty Unit Coordinator

GMD:sh

Enclosures

CERTIFICATION--DETERMINATION 5. S. GEOLG:

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 Oil and Gas Supervisors of the Geological Survey (33 F.R. 5812), I do hereby:

- A. Approve the attached agreement for the development and operation of the <u>Milnesand (San Andres)</u> 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 Suly 18, 1969 «

Oil and Gas Supervisor, United States Geological Survey

Contract Number 14-08-0001-11574

THE STATE OF NEW MEXICO

COUNTY OF ROOSEVELT

BEFORE ME, the undersigned authority on this day personally appeared HOWARD PERDUE, to me well known, and who, being by me duly sworn, deposes and says that he is District Petroleum Engineer for Union Texas Petroleum, a division of Allied Chemical Corporation, and he knows of his own personal knowledge that the Milnesand Unit Agreement, recorded in Volume 61, at pages 429 through 486, of the records of Roosevelt County, New Mexico, has been approved by John A. Anderson, Oil and Gas Supervisor of the United States Geological Survey on July 18, 1969, Contract No. 14-08-0001-11574, a copy of which certification and determination is attached hereto with a duplicate original signed copy being held in the files of Union Texas Petroleum, a division of Allied Chemical Corporation at its office, 1300 Wilco Building, Midland, Texas 79701.

FURTHER AFFIANT SAYETH NOT.

Howard Perdue

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THE STATE OF TEXAS	The second secon	energia de la compania del compania de la compania del compania de la compania del compania de la compania de la compania de la compania del compania de la compania del compania de la compania del comp		ه در دور دڅ وه سام پارادي در	. •
COUNTY OF MIDLAND	Y Y			An San Comment	
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3/2t day of	July	, 1969.			
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At 9:05 0'Clock A.M.		tary Public in	and for Midla	nd County,	2
Book 21 Page 630	hurst				
STATE OF NEW MEXICO)	*		To the second	

Witness my hand and seal of office this 4th day of August

1969.

COUNTY CLERK

By. M. J. J. J. Deputy

especial outly Clork) do hereby certify the foregoing

CERTIFICATE OF EFFECTIVENESS MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO EFFECTIVE DATE: AUGUST 1, 1969

WHEREAS, a Unit Agreement, dated March 17, 1969, covering proposed waterflood operations in the Milnesand (San Andres) Unit Area was approved by 95.6% of the Working Interest Owners, 92.2% of the Royalty Interest Owners, and was also approved by the Oil Conservation Commission for the State of New Mexico, and the Director of the United States Geological Survey: and

WHEREAS, said Unit Agreement provides further for the filing of at least one executed counterpart for record in the Office of the County Clerk of Roosevelt County, New Mexico, which said filing has been made on June 3, 1960, at 8:15 A.M., the same being recorded in Book 61 of the Records of Roosevelt County, New Mexico, beginning at Page 429 and ending on Page 486; and

WHEREAS, said Unit Agreement further provides that Unit Operator shall, within thirty days after the effective date, file for record in the office where a counterpart of the agreement is recorded a certificate to the effect that said agreement has become effective according to its terms, and stating further the effective date.

NOW, THEREFORE, Union Texas Petroleum, a Division of Allied Chemical Corporation, as Unit Operator does hereby declare and certify that said Unit shall be and is in effect. with the effective date of August 1, 1969, and that a description of the lands and formations as to which said Unit is effective is as follows:

Township 8 South, Range 34 East Section 12: E/2, SW/4, E/2 NW/4, SW/4 NW/4

Section 13: All

Section 14:

Section 23: NE/4, NE/4 SE/4
Section 24: E/2, NW/4, N/2 SW/4, SE/4 SW/4
Section 25: NE/4, E/2 SE/4

Township 8 South, Range 35 East Section 5: SW/4, W/2 SE/4 Section 6: S/2 S/2

All

All N/2 NW/4, SW/4 NW/4, NW/4 NE/4 Section 7: Section 8:

Section 18: All

containing 5,370.18 acres, more or less, in Roosevelt County, New Mexico.

The Unitized Formation shall be the stratigraphic interval underlying the Unit Area extending from a point at the top of the "B" marker of the San Andres formation to 190 feet below said top of the "B" marker; said interval having been heretofore found to come in United Parts of the Champalay File Champalay Haffeltinger No. 2 well to occur in Union Texas Petroleum's (formerly El Chorro's) Heffelfinger No. 2 well (located 660' FNL and FWL Section 18, Township 8 South, Range 35 East, Roosevelt County, New Mexico) at an indicated depth of from 4530 feet to 4720 feet, as recorded on the Well Perforators, Inc. Radioactivity Log, said log being measured from a Kelly bushing elevation of 4250 feet above sea level.

IN WITNESS WHEREOF, this certificate is executed this 1st day of August, 1969, by the undersigned, as Unit Operator.

UNION TEXAS PETROLEUM, a Division of

ALLIED CHEMICAL CORPORATION

lice President

451

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this /// day of /// Texas Petroleum, a Division of Allied Chemical Corporation, a New York corporation, on behalf of said corporation. My Commission Expires: July 1, 1971 STATE OF NEW MEXICO COUNTY, OF ROOSEVELT.
Recorded this

AUG 4 1969

AL 9100 O'CHOLAM

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ass

I, Market Transport to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this # 19 69

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT

MILMESAND (SAN ANDRES) UNIT ROOSEVERT COUNTY, NEW MEXICO JUM 2 1509

U.S. GEOLOGICAL STAVEG ROSWELL, HER MINIGE

KNOW ALL MEN BY THESE PLESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 3h and 35 East, N.M.P.M., Rocsevelt County, 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 sa a Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" a cached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

April 2, 1969

Hastingil ficourt

ST	ATE OF		and "		•	
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	BEFORE ME	, the undersigned	authority a	Notary Publi	ic in and for	r said County
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	Clerk Alla Deputy 522	la Frankuri Ribile	5	1. 18 1. 18 1. 18		÷

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

To be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 15—day of August

19 69

COUNTY CLERK

By STR. L. Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:

By:

Its:

STATE OF	 \$		
COUNTY OF	0		
BEFORE ME, the under	rsigned authority, a	Notary Public In and for	said County
and State, on this day persons known to me to be the person w	ally appeared whose name is subscri	bed to the foregoing in	strument as
a corporation, and acknowledge corporation for the purposes a therein stated.	ed to me that he exec	uted the same on behalf rein expressed, and in	of said the capacity
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known to me to be the person having been examined by me pr fully explained to her, she, and deed and declared that she sideration therein expressed wish to retract it.	whose name is subscrivily and apart from the SAID WIFE, acknowned had willingly signs	bed to the foregoing in her husband, and having eledged such instrument and the same for the purp	the same to be her act oses and con-
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STATE OF NEW MEXICO COUNTY OF ROOSEYELT Rocorded this

JUN 3 1969

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STATE OF NEW MCXICO
COUNTY OF ROOS:VELT ss

I, NELDA HAYHÜRST (County Clark) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4 day of August 19 69

NELDA HAYHURST

COUNTY CLERK

By Shallle Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UPIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELE COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Revalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", daved March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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 Units. Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially
constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby sailly and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its ght, title and interest in all of the Tracts identified by said exhibits.

IN WITNESS WHEREOF, each of t	the undersigned parti	es has executed this	
instrument on the date set forth below	opposite its signatu	ire.):
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	Its:	•	

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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Rocorded this

JUN 3 1969

At 8:33 O'Clock A.M. 5:18
Book 61 Page
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Deputy Mail to the

STATE OF NEW MEXICO COUNTY OF ROOSEVELT	ss (C	ounty Clark) do hereby cert	ify the foregoin	
to be a full, true and correct carefully compared the same Witness my hand and	copy of the with the c	he original on file in my offi	co and that I have	46
19_69.	***************************************	NELDA HAYHURST	0	
Yas	By:	COUNTY CLERI	(Denu	ıbv

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RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "p" attached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Ameres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and co.firm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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At 8:32 O'Clock AM,
Book 6! Page 5/16
Clock Nelda Hayhurst
Cipu, MR. Cofte

JUN 3 1969

COUNTY OF ROOSEYELT	(County Clerk) do mereby certify the foregoing
to be a full, frue and correct of carefully compared the same vitness my hand and	opy of the original on file in my office and that I have with the original. seed of office this 4 day of acquisit
1969.	NELUA HATHUKSI
	COUNTY CLERK by Snfille Deputy

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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township-8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 pert of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Gverriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:

By:

Use Standard Value

Its:

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Book 61 Pago Thy Rural
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COUNTY OF ROOSEVELT I, NEIDA HAYHURST	(County Clark) do hereby certify the foregoing topy of the original on life in my office and that I have
Witness my hand a	nd seal of office this 4 Bay of August NELDA HAYHÜRST
19,49.	By

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) ÛNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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 "Jnit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

instrument on the date set lord bear	
DATE: April 14, 1969	By: White Oil Company
Attest	Its: Vice President
Si Charle Melone	UB.

·	AND	
COUNTY OF MORE	enjor 1	
BEFORE ME, tand State, on this day known to me to be the	the undersigned author y personally appeared person whose name is	rity, a Notary Public in and for said County
a corporation, and act corporation for the putherein stated.	knöwledged to me tlat urposes and considerat	he executed the same on behalf of said tion therein expressed, and in the capacity
OIVEN-UNDER- 1969.	-MY-HAND-AND-SEAL OF O	OFFICE this 14 day of april,
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:21 O'Clock A.M. 40A Book 6/ Page Clork 226/A Heyhursi Deputy Difficulties

STATE OF NEW MEXICO		
COUNTY OF ROOSEVELT ss	-	
NELDA HAYHURST (County Clerk)	do hereby certify the foregoing	,
to be a full, true and correct copy of the original or	n file in my office and that I have	j
carefully compared the same with the original.		
Witness my hand and seal of office this 4	13 day of account	2
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C	OUNTY CLERK	•
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEV MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370 18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: april 9 1969	MOBIL OIL CORPORATION
Attest:	By: R. C. Randle
	Its: Attorney-in-Fact

APPROVE

STATE OF	0		• • •	v
COUNTY OF	_0			• .
BEFORE ME, the under and State, on this day persona	lly appeared		•	,
known to me to be the person w	hose name is subse	ribed to the forego	ing instrument	as
a corporation, and acknowledge corporation for the purposes a therein stated.	d to me that he ex	ecuted the same on herein expressed, a	behalf of said and in the capa	.city
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STATE OF TEXAS Y Book COUNTY OF MIDLAND Y Clork	rela Haish	urets	u w	2
Deputy. The foregoing instru	ument was acknowled	dged before me this	1 th day of 6	pril
1969, by <u>Aan</u> New York Corporation, on beha	ele, Attorne	y in Fact for MOBIL	OIL CORPORATION	CN, a
		\$10. O	B Stur	<u>_</u>
My Commission Expires:		Notary Public	·/_ ~~ ~~ ~~	7

GLENDA B. STRONG. Nation Public in and for Middenia Colony, Youan

COUNTY OF POOREXICO	
KIRL Y NOOSEVELT	
TO be a full	ss
carefully company to correct of	(County Clerk) do hereby
carefully compared the same of Wilness my hand	(County Clerk) do hereby certify the foregoing such the original on file in my office and that I have scal of office this 470 day of August
19.69 hand and	scal of all
as the first the same of the s	day of
	MELDA HAN
	NELDA HAYHURST COUNTY CLERK
<u></u>	ank, 100
	Deputy

RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as presided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 18, 1969 KE	WANEE OIL COMPANY
Colored A Hillman	VICE PRESIDENT

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	COUNTY OF	Quesas	0				
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COUNTY OF ROOSEVELY
Recorded this

JUN 3 1969

At 8:23 O'Clock A.M. 198
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Deputy Missibile

STATE OF NEW MEXICO

COUNTY OF ROOSEVELT ss

NELDA HAYHURST

To be a full, true and correct copy of the original.

carefully compared the same visit the original. Witness my hand and soul of office this # Today of August

NELDA HAYHURSY NELDA HAYHURSY
COUNTY CLERK
Shelle

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:April 1, 1069	LARIO OIL & GAS COMPANY
Attest:	By: T. L. Xihle
	Its: Vice President
A. B. Blubaugh - Secretary	management and the beautiful Authorities hit to be a second and the second and th

	KANSAS	Υ		-		
COUNTY OF	Sedgwick	0				
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known to me	to be the person President	whose name i	is subscribed to for LARIO O	the foregoing	instrument as	,
a corporation	on, and acknowleds for the purposes	ged to me the	at he executed the	e same on beha	lf of said	' У
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COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

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Clock Milde Trushurst
Deputy MKILLLE

STATE OF NEW ALXICO COUNTY OF ROOSEVELT SS I, NELDA HAYHURST To be a full, true and correct convenience or a priginal.
Wilness my hand and seal of office this Loday of August
19.69COUNTY CLIRK ByDeputy

W3

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roose elt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New México", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement. With respect to all of its right, title and interest 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 below opposite its signature.

Actist " Rendrow

SUN OIL COMPANY

Glen Eurroughs
Its: Vice President, DX Division

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COUNTY OF	1. 1. 6. a	O ·			
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STATE OF NEW MEXICO		,-
COUNTY OF ROOSEVELY		
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RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

WHEREAS, the unlersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 3h and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

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

instrument on the	date set forth below	TEXACO Inc.
DATE: June 18	3, 1909	By: Spanell (dirith
Attest:		Its: Attorney-in-Fact
APPROVED AS TO	V	

STATE OF Texas	0			6 .
COUNTY OF Midland	Q			
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to me that he executed the and consideration therein e		alf of said corp	oration for tl	ne purposes
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STATE OF NEV MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 2 3 1969

At 10:20 O'Clock A.M. G. 1 ()
Book 6/ Peso- The Clerk Deputy 10:41

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NEDA HAYNURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have cerefully compared the same with the original.

Wilness my hand and seal of office this # Itaday of Caus.

NELDA HAYHURST

COUNTY CLERK
Shackleford

94 (

"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roos velt County, 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, Milnesand (San Andres) Unit, Rodsevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby: ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

nstrumen DATE:	to on the date boo	BT	A OIL PRODU	CERS, a partnershing Beal and Aller	nip r K.
Attest:			obaugh.		د ۱
RUUCAU.		By:	Charlet	See Asset	
		By:	Carlton Beal	9.)] semento
	eign and Return This Copy		Allen K. Trol	paugh Partners	

THE STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged

before me this and day of June, 1969, by CARLTON BEAL and ALLEN K.

TROBAUGH, partners of BTA OIL PRODUCERS, a partnership, on behalf of

said partnership.

My Commission Expires:

June 1, 1971

Sarathy Fletcher Notary Public

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

10:21 O'Clock A.M.n. Deputy Mike

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

to be a full, true and correct copy of the original on file in my office and that I have

carefully compared the same with the original.

Wilness my hand and seal of office this Laday of County Clerk

MELDA HAYHURSU

COUNTY CLERK

By Lace County Clerk

COUNTY CLERK

Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South; Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" attached to said Vait Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty Overriding Royalty O Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

1115 01 amos	Anail 18,1709	GETTY OIL	COMPANY		
DATE:	4,116 18111	By:	Attorney-in		<u> </u>
Attest:		Its:	Attornsy		
	21 1 20 1969	MISSION CO	RPORATION)	
		BY:	111/1		
Attest:	The Mide will			Zimb 🗀	• : :

STATE OF TEXAS	
COUNTY OF HARRIS	
BEFORE ME, the undersigned aut said County and State, on this day perso	hority, a Notary Public in and for nally appeared
	n to me to be the person whose name
for GETTY OIL COMPANY to me that he executed the same on behal	, a corporation, and acknowledged
and consideration therein expressed, and	
GIVEN UNDER MY HAND AND SEAL O	F OFFICE this 16th day of April
	Kathun atkins
	Notary Public in and for Harris County, Texas
MARN'S	KATHRYN ATKINS
STATE OF Comment	Notary Public in and for Harris County, Texas, My commission expires June 1, 19%,
COUNTY OF The Contle	•
subscribed to the foregoing instrument, ecuted the same for the purposes and con	me to be the person whose name is and acknowledged to me that he ex-
, 1969.	
Via Dillia	Mary Brasel & Comme
Notary Public My commission expires February 20, 1971	Notary Public in and for
Wilmington, Del. New Castle County	Thu (R. H. County, 15 V. S. C.
STATE OF	
COUNTY OF	The second of th
BEFORE ME, the undersigned aut	chority. on this day personally ap-
known to me to be the person whose name strument, and having been examined by me and having the same fully explained to h	is subscribed to the foregoing in- privily and apart from her husband,
instrument to be her act and deed and do the same for the purposes and considerat	clared that she had villingly signed
capacities therein stated, and that she	did not wish to retract it.
GIVEN UNDER MY HAND AND SEAL C	OF OFFICE this day of
	Notary Public in and for
en e	County

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969 __

At 2:22 O'ClockAM. 486
Book 61 Pega truly Russt
Deputy and with the second

COUNTY OF ROOSEVELT	(County Club) do hereby certify the for	regoing
I, NELDA HAYHURST	(County Class) do hereby certify indice and the copy of the original.	II I IJĐA
to be a full, true and correct	with the original.	1
to be a full, frue and correct carefully compared the same	nd seal of office this 4 day of Aug	ust
Wilness my hand a	nd seal of office this	
10/19	NELDA HATHOKSI	
19,0	COUNTY CLERK	
	5 R. Sile	_Deputy
	By Alabara	

~50% RATIFICATION OF AGREEMENTS ENTITLED

"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Reyalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico , dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Rocsevelt County, 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 sala Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits:

MAXWELL OIL COMPANY

ATTEST:

State Common.
Q. McGammon - Vice-President

Joseph D. Kennedy - Secretary-Treasurer

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STATE OF	TEXAS				
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Vice-Pre	sident	land to me that	t he executed	the same on behavior	ne capacity
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STATE OF _	 				
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and Ctate	on this day per	sonally appear	'ed	d to the foregoing in	strument, and
length to W	e to be the pers	on whose name	is subscribe	purposes and conside	eration therein
Known to u	red to me that he	executed the	same rong the	d to the foregoing in	
expressed			. /***		
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known to	me to be the pe	rson whose had	apart from	her husband, and havined	ng the same
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fully ex	eplained to her,	she, the Skill	llingly signe	d the same for the p	inposes and con
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STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

At 8:25 O'Clock A.M. 502

Book 101 Page
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Caputy

STATE OF NEW MEXICO COUNTY OF ROOSEVELT NELDA HAVULTAN	
Carefully compared the	(County Clerk) do hereby certify the foregoing copy of the original on file in my office and that I have with the original.
Witness my hand and 19 69.	seal of office this 4 Hoday of Accepted
E	COUNTY CLERK By Jnf. ble Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILHEBARD (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Royality or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

IN WITNESS WHEREOF, each of	f the undersigned parties has executed this
fortunant on the date set forth below	ow opposite its signature.
May 27, 1969	TENNECO OIL COMPANY
Attacks of the second	By: October

J. S. Collins

Recorded this

JUN 5 1969

At 1/100 O'Clock A.M. 7,51
Book 6 1 Page 151
Clock Wells Fragherst
Doputy MR 16



STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NEIDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on tile in my office and that I have carefully compared the same with the original. Wilness my hand and seal of office this 4thday of aug NELDA HAYHURSU COUNTY CLERK thackle ford

30 J. S.

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: March 27, 1969	SUMPIL COMPANY, A.		
Attest:	By: Levill, Stille		
	Its: Agent and Attorney-in-fact		

NY NY

THE STATE OF TEXAS	
COUNTY OF DALLAS	
BEFORE ME, the undersigned authorite Cectl A. Colville SUN OIL COMPANY, a corporation, known to	ty, on this day personally appeared, Agent and Attorney-in-Fact for me to be the person whose name is
subscribed to the foregoing instrument, cuted the same for the purposes and concapacity therein stated, and as the act	and acknowledged to me that he exe- sideration therein expressed, in the
Given under my hand and seal of of , 1969 .	fice this <u>27</u> day of <u>March</u>
	Notary Public in and for Dallas
	County, Texas
naliste de la companya della companya della companya de la companya de la companya della company	
THE STATE OF	
COUNTY OF	
	ty, on this day personally appeared
name is subscribed to the foregoing ins	, known to me to be the person whose trument, and acknowledged to me that s and consideration therein expressed.
Given under my hand and seal of of	
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, 19	fice this day of
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THE STATE OF	Notary Public in and for County, ty, on this day personally appeared known to me to be the person whose trument, and acknowledged to me that s and consideration therein expressed.
THE STATE OF	ty, on this day personally appeared known to me to be the person whose trument, and acknowledged to me that s and consideration therein expressed.
THE STATE OF	Notary Public in and for County, ty, on this day personally appeared known to me to be the person whose trument, and acknowledged to me that s and consideration therein expressed.

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969 ___

At 8:27 O'Clock Lim. 506
Book 61 Page Itayhurst

STATÉ OF NEW MEXICO COUNTY OF ROOSEVELT NELDA HAYHURST	ss (County Clerk) do hereby certify the foregoing
to be a full, true and correct	copy of the original on file in my office and that I have
carefully compared the same	
Witness my hand and	I seal of office this 4 Bday of august
19 69.	NELDA HAYHURST
	COUNTY CLERK
	By nRible Deputy

ij.

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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 7, 1969	ATLANTIC RICHFIELD COMPANY			
xattxatx	By: S. Smith			
	Its: Attorney-in-Fact			

COULTY OF CHAVES	· ()			
But a great with the second of	Tanasanina anta-	utba a Matair		C
BEFORE ME, the und and State, on this day perso				ror said Coun
known to me to be the person ATTORNEY-IN-FACT	n whose name is		the foregoing	
a corporation, and acknowled	iged to me that	he executed the	ne same on beha	alf of said
corporation for the purposes therein stated.	and considera	tion therein ea	pressed, and	in the capacit;
1966	ND AND SEAL OF	OFFICE this 7t	day of	APRIL
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STATE OF	ħ.		•	
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COUNTY OF	Q		•	
BEFORE ME, the und			Public in and	for said Coun
and State, on this day person known to me to be the person				<u> </u>
expressed. GIVEN UNDER MY HAN	VD AND SEAL OF	OFFICE this	day o	f
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BEFORE ME, the und known to me to be the person having been examined by me p	wife whose name is privily and apa	of subscribed to rt from her hus	the foregoing band, and havi	instrument and
BEFORE ME, the und known to me to be the person having been examined by me p fully explained to her, she,	wife whose name is privily and apa the SAID WIFE	of subscribed to rt from her hus , acknowledged	the foregoing band, and havi such instrumen	instrument and ing the same at to be her a
BEFORE ME, the und known to me to be the person having been examined by me p fully explained to her, she, and deed and declared that s	wife whose name is privily and apa the SAID WIFE he had willing	of subscribed to rt from her hus , acknowledged ly signed the s	the foregoing band, and havi such instrumen ame for the pu	instrument and ing the same at to be her a arposes and co
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 8:20 O'Clock A.M.
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Clerk 222 A. May
Deputy D' Reider

STATE OF NEW	MEXICO POSEVELT ss	
I, NELDA HA	AYHURST (County Clark) do hereby certify the foregoin	
carefully compared	and correct copy of the origins, on file in my office and that I have determined with the original. In hand and seel of office this 44 day of Acquestions.	
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19_69_	NELDA HAYHURST	_
19 <u>.69</u> .	NELDA HAYHURST COUNTY CLERK	-

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or re) of Royalty, Overriding Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Int, ests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: JUN 1 3 1969	GULF OIL CORPORATION		
Attest:	By: Swhiad.		
The standard	Its: ATTORNEY IN FACT		
VECCIOTAMY CCOUTABLY)\		

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STATE OF NEW MERICO COUNTY OF ROOSEVELT, Recorded this

JUN 2 3 1969

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Deputy Con 10 Page 7/1 Page 10 Page

ultimate recovery, conservation purposes and proper protection of the parties and interests.

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

ALLIED CHEMICAL CORPORATION

March 12, 1969

By Attorney-in-Fact

March 24, 1969

Flora Mentherslig, Individually, and as executing of the estates of b. W. Weathersby, deceased

STATE OF TEXAS	
COUNTY OF HARRIS X	.3.4
The foregoing instrum	ent was acknowledged before me this
attende mant	, 1969, by 1 the Callumn,
CATTED CHE	EMICAL CORPORATION, a New York corpora-
Attorney-in-Fact for ALLIED OIL	
cion, on behalf of said corpora	ition.
My commission expires:	Notary Public Public
	Notary Public
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Section of the sectio	
STATE OF TEXAS	
COUNTY OF TRAVIS &	This is this
The foregoing instru	ument was acknowledged before me this
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My commission expires:	8 HAT
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June 1, 1969	
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COUNTY OF X	
BEFORE ME, the und	ersigned authority, on this day
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person who executed the fore	egoing instrument as
person who executed the fole	and acknowledged to me that
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he executed the same for the	e purposes and consideration therein
expressed: as the act and d	eed of said corporation and in the
capacity therein stated.	
capacity therein observe he	md and seal of office this day
of, 1969.	
My commission expires:	
	Notary Public

UNIT AGREEMENT

MILNESAND (SAN ANDRES) UNIT

ROOSEVELT COUNTY, EW MEXICO

UNIT AGREEMENT

MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

UNIT AGREEMENT MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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EXHIBIT B (Schedule of Ownership)

EXHIBIT C (Tract Participation)

UNIT AGREEMENT

MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

	THIS AGREEMENT, entered into as of the day of	
	, , by and between the parties subscribing,	
ratifying	or consenting hereto, and herein referred to as "Partie	28
hereto",		

WITNESSETK:

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

WHEREAS, the parties hereto hold sufficient interests in the Milnesand (San Andres) Unit Area, covering the land here-inafter described to give reasonably effective control of

operation therein; and

whereas, it is the purpose of the parties hereto to enable institution and consummation of secondary recovery operations, conserve natural resources, to prevent waste and secure the 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:

Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder and 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.

SECTION 2. <u>UNIT AREA AND DEFINITIONS</u>. For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

- (a) "Union Texas Petroleum" shall mean "Union Texas Petroleum, a division of Allied Chemical Corporation".
- (b) The area described by tracts in Exhibit B and depicted on Exhibit A attached hereto is hereby designated and

recognized as constituting the Unit Area, and is described as follows:

FOCSEVELT COUNTY, NEW MEXICO

T. 8 S., R. 34 E.

Section 12: E/2, SW/4, E/2 NW/4, SW/4 NW/4

Section 13: All

Section 14: E/2

Section 23: NE/4, NE/4 SE/4

Section 24: E/2, NW/4, N/2 SW/4, SE/4 SW/4

Section 25: NE/4, E/2 SE/4

T. 8 S., R. 35 E.

Section 5: SW/4, W/2 SE/4

Section 6: S/2 S/2

Section 7: All

Section 8: N/2 NW/4, SW/4 NW/4, NW/4 NE/4

Section 18: All

Section 19: All

Section 20: SW/4, W/2 NW/4, S/2 SE/4

containing 5,370.18 acres, more or less.

- (c) "Commission" is defined as the Oil Conservation

 Commission of the State of New Mexico.
- (d) "Director" is defined as the Director of the United States Geological Survey.
- (e) "Secretary" is defined as the Secretary of the Interior of the United States of America or any other person duly authorized to exercise the powers vested in that office.
- (f) "Department" is defined as the Department of the Interior of the United States of America.
- (g) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey for the region in

which the Unit Area is situated.

- (h) "Unitized Formation" means that interval underlying the Unit Area which is productive of Unitized Substances and the vertical limits of which extend from a point at the top of the "B" marker of the San Andres formation to 190 feet below said top of the "B" marker; said interval having been heretofore found to occur in Union Texas Petroleum's (formerly El Chorro's) Heffelfinger No. 2 well (located 660 feet FNL and FWL, Section 18, Township 8 South, Range 35 East, Roosevelt County, New Mexico) at an indicated depth of from 4530 feet to 4720 feet, as recorded on the Well Perforators, Inc., Radioactivity log, said log being measured from a Kelly bushing elevation of 4250 feet above sea level.
- (i) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.
- (j) "Unit Participation" of a Working Interest Owner as used herein shall mean the sum of the Tract Participations of such Working Interest Owner, either Primary Phase or Secondary Phase, whichever is pertinent, as shown by Tracts for each such Working Interest Owner in Exhibit C to this Agreement.
- (k) "Working Interest" means an interest in Unitized
 Substances by virtue of a lease, operating agreement, fee title, or
 otherwise, including a carried interest, which interest is chargeable with and obligated to pay or bear, either in cash or out of
 production or otherwise, all or a portion of the cost of drilling,
 developing, producing and operating the Unitized Formation.
- (1) "Working Interest Owner" means a party hereto who owns a Working Interest. The owner of oil and gas rights that are

free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

- (m) "Royalty Interest" means a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.
- (n) "Royalty Owner" is defined as and shall mean the owner of a Royalty Interest.
- (o) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more entered into separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico".
- (p) "Unit Manager" is defined as the person or corporation appointed by the Unit Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 8 hereof.
- (q) "Paying Quantities" is defined as production of Unitized Substances in quantities sufficient to pay for the cost of producing same from wells on the unitized land.
- (r) "Primary Phase of Operations" sometimes referred to as "Primary Phase" is defined as the period of unitized operations commencing with the effective date of this Agreement and ending at 7 o'clock A. M. the first day of the calendar month next following the month in which the total volume of merchantable oil produced from the Unit Area, subsequent to September 1, 1966, exceeds 2,284,845 barrels. For the purposes of this definition the

Operator's Monthly Reports, Form C-115, filed with the New Mexico
Oil Conservation Commission shall be deemed the controlling evidence of the production of 2,284,845 barrels of oil after September
1, 1966.

- (s) "Secondary Phase of Operations" sometimes referred to as "Secondary Phase" is defined as the period of unitized operations subsequent to the completion of the Primary Phase of Operations, i.e., the period of time commencing at 7:00 o'clock A.M. the first day of the calendar month next following the month in which the total volume of merchantable oil produced from the Unit Area, subsequent to September 1, 1966, exceeds 2,284,845 barrels and ending with the termination of unitized operations.
- (t) "Tract" is defined as each parcel of land described as such and given a tract number in Exhibit B.

SECTION 3. EXHIBITS. Exhibit A attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit 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 comprising each tract, percentage and kind of ownership of oil and gas interests in all land in the Unit Area. Exhibit C is a schedule showing the percentage of participation credited to each tract during Primary Phase and Secondary Phase on the basis of the commitment of all tracts to this unit agreement. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits A, B and C shall be revised by the Unit Operator whenever changes render such revision necessary or when requested by the Supervisor, and not less than four copies

thereof shall be filed with the Supervisor as required.

SECTION 4. <u>EXPANSION</u>. The Unit Area may when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this Agreement. Such expansion shall be effected in the following manner:

- (a) The Working Interest Owner or Owners of a tract or tracts desiring to bring such tract or tracts into this Unit shall file an application therefor with Unit Operator requesting such admission.
- (b) Unit Operator shall circulate a notice to each Working Interest Owner of the proposed expansion, setting out the basis for admission, the tract participation to be assigned to such tract or tracts, and other pertinent data. After negotiation (at Working Interest owners' meeting or otherwise), if three or more Working Interest Owners having in the aggregate eighty percent (80%) or more Secondary Phase Participation have agreed to such tract or tracts being brought into the Unit, then Unit Operator shall:
 - (1) After preliminary concurrence by the Director prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional tract or tracts, the Primary and Secondary Phase Participations to be assigned thereto and the proposed effective date thereof; and
 - (2) Deliver copies of said notice to the Supervisor, each Working Interest Owner and to the lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Supervisor the following: (a) Evidence of mailing or delivering copies of said notice of expansion; (b) An application for approval of such expansion; (c) An instrument containing the appropriate joinders reflecting the qualifications of the new tract in the same manner required for the qualification of tracts under Section 14 hereof; and (d) Copies of any objections received.

The expansion shall, after due consideration of all pertinent information and approval by the Commission and the Supervisor, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice or on such other date as set by the Commission and the Supervisor in the order or instrument approving such expansion. In any approved expansion of the Unit Area, the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

SECTION 5. <u>UNITIZED LAND AND UNITIZED SUBSTANCES</u>. All land committed to this Agreement shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement".

All oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation are called "Unitized Substances". Nothing herein shall be construed to unitize, pool or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as above described.

SECTION 6. <u>UNIT OPERATOR</u>. Union Texas Petroleum is hereby designated the Unit Operator, and by signing this

instrument as Unit Operator it agrees and consents to iccept the duties and obligations of Unit Operator for the operation, 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 a Working Interest Owner. The term "Working Interest Owner" when used herein shall include the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

Unit Operator shall have the right to resign at any time, 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 six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners and the Director, and until all unit wells are placed in a condition satisfactory to the Supervisor for suspension or abandonment of operations, whichever is intended by the Unit Manager, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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 shall, upon default or failure in the performance of its duties or obligations hereunder, or for any other cause, be subject to removal by two or more of the committed Working Interest Owners having in the aggregate eighty percent (80%) or more Unit Participation for the Secondary Phase of Operations exclusive of the Unit Participation of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon

notice thereof to the Director.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this Agreement shall not terminate its rights, 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 wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the Unit Manager 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 the removal of any materials, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resign or is removed hereunder for any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. <u>SUCCESSOR UNIT OPERATOR</u>. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. 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 Supervisor. If no successor Unit Operator or Unit Manager is selected and approved as herein provided, the Director, at his election, may declare this Agreement terminated.

In selecting a successor Unit Operator the affirmative vote of three or more Working Interest Owners having a total of at least sixty percent (60%) or more of the total Voting Interest in the Unit shall prevail, provided that if any one Working Interest Owner has a voting interest of more than forty percent (40%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a combined voting interest of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of at least fifty-one percent (51%) of the Voting Interest remaining after excluding the Voting Interest of Unit Operator so removed. In voting under this Section 8 each Working Interest Owner shall have a Voting Interest equal to its Secondary Phase Unit Participation.

AGREEMENT. Costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with 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 the 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 Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Three true copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Supervisor prior to approval of this Agreement.

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. Upon request 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.

SECTION 11. <u>PLAN OF OPERATIONS</u>. It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances in paying quantities and that the object and purpose of this Agreement is to formulate and to put into effect a secondary recovery project in order to effect additional recovery of Unitized

Substances, prevent waste and conserve natural resources. parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Supervisor and the Commission, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil and any one or more other substances or combination of substances, whether produced from the Unitized Formation or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. After commencement of secondary operations, Unit Operator shall furnish the Supervisor monthly injection and production reports for each well in the Unit. Interest Owners and the Supervisor shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto necessary to meet changed conditions or to protect the interests of all parties to this Agreement, which revisions and changes shall be subject to approval by the Commission and the Supervisor. Subject to like approval the Plan of Operation may be revised as conditions may warrant.

The initial plan of operation shall be filed for approval with the Supervisor and the Commission concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operation and all revisions thereof shall be as complete and adequate as the Supervisor and the Commission may determine to be necessary for timely operation consistent herewith. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for like approval a plan for an additional specified period

of operation.

SECTION 12. EASEMENTS OR USE OF SURFACE. The parties hereto, to the extent of their rights and interest, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for unit operations and for the removal of Unitized Substances from the Unit Area, including the free use of water from the Unit Area for unit operations, insofar as such rights are granted by the oil and gas leases.

SECTION 13. TRACT PARTICIPATION. In Exhibit C attached hereto there are listed and numbered the various tracts within the Unit Area, and set forth opposite each tract are figures calculated and determined in accordance with the factors set forth in this section which represent the percentage of participation which would be allocated to each tract in the Unit Area during the Primary and Secondary Phases of Operations, respectively, as those terms are defined herein if all tracts in the Unit Area qualify for participation in Unitized Substances.

Beginning at 7:00 A.M. on the effective date hereof and until 7 o'clock A. M. on the first day of the month next following the date when cumulative oil production from all of the tracts described in Exhibit B from the Unitized Formation, subsequent to September 1, 1966, equals 2,284,845 barrels, the participation of each tract shall be equal to:

Primary Phase = $0.25 \times A/B + 0.75 \times C/D$ where:

A = Total quantity of oil produced from such Tract from the Unitized Formation during the period from January 1, 1966, to September 1, 1966.

B = Total quantity of oil produced from all Tracts in the Unit Area from the Unitized Formation during the period from January 1, 1966, to September 1, 1966.

C = Total remaining barrels of primary oil to be produced from such Tract from and after September 1, 1966, as presented in the Engineering Study, Waterflood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

D = Total remaining barrels of primary oil to be produced from all Tracts in the Unit Area from and after September 1, 1966, as shown for such Tracts in the Engineering Study, Waterflood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

For purposes of determining when the 2,284,845 barrels of oil has been produced in reference to this provision, the Operator's Monthly Production Report, Form C-115, on file with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence.

Beginning at 7 o'clock A. M. on the first day of the month following the date when the 2,284,845 barrels referred to immediately above shall have been produced, the participation of each tract shall be based:

Secondary Phase = $0.75 \times A/B + 0.05 \times C/D + 0.20 \times E/F$ where:

A = Total number of ultimate primary barrels of oil produced or to be produced from such Tract as presented in the Engineering Study, Waterflood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

B = Total number of ultimate primary barrels of oil produced or to be produced from all Tracts in the Unit Area as shown for such Tracts in the Engineering Study, Waterflood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

C = Total porosity acre feet attributable to such Tract as presented in the Engineering Study, Water-flood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

D = Total porosity acre feet attributable to all Tracts in the Unit Area as shown for such Tracts in the Engineering Study, Waterflood Feasibility, Proposed Milnesand (San Andres) Unit, dated February 1968 and prepared by the Technical Subcommittee.

E = Total quantity of oil produced from such Tract from the Unitized Formation from date of initial completion to September 1, 1966.

F = Total quantity of oil produced from all Tracts in the Unit Area from the Unitized Formation from date of initial completion to September 1, 1966.

The percentages computed for Primary and Secondary Phases are shown on Exhibit C and are based on data approved by the Working Interest Owners.

In the event less than all tracts are qualified for participation on the effective date hereof, the Primary and Secondary Phase Participation percentages shall be calculated by using the ract Participation of each tract as set out in the original Exhibit C but applying the same only to those Tracts which are qualified for participation effective as of the effective date of the Unit Agreement.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the effective date hereof the tracts within the Unit Area which shall be entitled to participate in the production of Unitized Substances therefrom shall be those tracts more particularly described in Exhibit B that corner or have a common boundary (tracts separated only by a public highway or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

- (a) Each tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest therein have become parties to this Agreement.
- (b) Each tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest therein have become parties to this Agreement, and as to which (1) all Working Interest Owners in such tracts have joined in a request for the inclusion of such tract to this Agreement, and as to which (2) seventy-five percent (75%) of the combined Secondary Phase voting interests of Working Interest Owners in all tracts that meet the requirements of Section 14 (a) above have voted in favor of the inclusion of such tract. For the purpose of this Section 14 (b) the voting interest of a Working Interest

Owner shall be equal to the ratio that its Secondary Phase Participation attributable to tracts which qualify under Section 14 (a) bears to the total Secondary Phase Participation of all Working Interest Owners attributable to all tracts which qualify under Section 14 (a).

(c) Each tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest therein have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto, and as to which (1) the Working Interest Owner who operates the tract and all other Working Interest Owners in such tract who have become parties to this agreement have joined in a request for inclusion of such tract and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners that are parties hereto, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such tract who are not parties to this Agreement, and which arise out of the inclusion of the tract; and as to which (2) seventy-five percent (75%) or more of the combined voting interest of the Working Interest Owners in all tracts that meet the requirements of Section 14 (a) and 14 (b) have voted in favor of the inclusion of such tract and to accept the indemnity agreement. For the purpose of this Section 14 (c), the voting interest of each Working Interest Owner shall be equal to the ratio that its Secondary Phase Participation attributable to tracts that qualify under Sections 14 (a) and 14 (b) bears to the total Secondary Phase Participation of all other Working Interest Owners attributable to all tracts that qualify under Sections 14 (a) and 14 (b). Upon the qualification of such a tract, the Tract Participations under either the Primary or Secondary Phase

of operations which would have been attributed to the non-subscribing owners of the working interest in such tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such tract who have become parties to such agreements in proportion to their respective working interests in the tract.

As the objective of this Unit Agreement is to have lands in the Unit Area operated and entitled to participation under the terms hereof, it is agreed that, notwithstanding anything else herein, no joinder shall be considered a commitment to this Unit Agreement unless the tract involved is qualified under this Section 14 hereof, Tracts Qualified for Participation. The record interest shall supplant the royalty interest with respect to Federal lands for the purposes of this section.

If, on the effective date of this Agreement, there is any tract or tracts which have not been committed as above provided, then such tract or tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Supervisor, file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in the production from the Unit Area hereunder. Said schedule shall set forth opposite each such committed tract the lease number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set out in Section 13 (Tract Participation) above. This schedule of participation shall be Exhibit C of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Supervisor.

SECTION 15. ALLOCATION OF UNITIZED SUBSTANCES. All

Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices as concerns the Unitized Formation on unitized land for drilling, operating, camp and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the committed tracts within the Unit Area in accordance with the respective tract participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit C. The amount of Unitized Substances so allocated to each tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such tract.

The Unitized Substances allocated to each tract shall be distributed among, or accounted for, to the parties executing, consenting to or ratifying this Agreement entitled to share in the production from such tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

No tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances, and nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the joinder of any tract.

If the Working Interest or Royalty Interest in any tract,

on or after the effective date hereof, is divided with respect to separate parcels or portions of such tract and owned severally by different persons, the percentage participation assigned to such tract shall, in the absence of a recordable instrument executed by all owners and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

The Unitized Substances allocated to each tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on unitized land, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Section 16, Royalty Settlement, hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party responsible therefor under the controlling lease or contract. In the event any party hereto shall fail to take or otherwise adequately dispose of its proportionate share of the Unitized Substances currently as and when produced, then so long as such conditions continue, Unit Operator, for the account and at the expense of such party and in order to avoid curtailing the operation of the Unit Area, may sell or otherwise dispose of such production to itself or others on a day-to-day basis at not less than the prevailing market price in the area for like production, and

the account of such party shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days' notice of such intended sale.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalty on the lease or leases and tracts contributed by it and received into the Unit, and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for such royalty on the lease or leases and tracts contributed by it to the Unit Area.

If, after the effective date of this Agreement, there is any tract or tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any tract or tracts within the Unit Area not committed hereto as of the effective date hereof but which are subsequently committed hereto under e provisions of Section 31 (Nonjoinder and Subsequent Joinder), or if any tract is excluded from the Unit Area as provided for in Section 30 (Loss of Title), the schedule of participation as shown in Exhibit C, subject to Section 13 (Tract Participation) or Section 31 (Nonjoinder and Subsequent Joinder), whichever is appropriate, shall be revised by the Unit Operator and distributed to the Working Interest Owners and the Supervisor to show the new percentage participation of all the then effectively committed tracts; and the revised Exhibit C, upon approval by the Supervisor, shall

govern all the allocation of production from and after the effective date thereof until a new schedule is filed and approved by the Supervisor. In any such revised Exhibit C pursuant to this paragraph, the Tract Participation of the previously qualified Tracts shall remain in the same ratio one to the other.

SECTION 16. ROYALTY SETTLEMENT. The United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such tract, and Unit Operator 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 inder 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 royalty due under their leases, except that such royalty shall be computed in accordance with the terms 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 rate 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, such average production shall

be determined in accordance with the operating regulations as though the unitized lands were a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a tract depends upon the average production per well or the average pipeline run per well from such tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof.

All royalty due the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective tract or tracts committed hereto, in lieu of actual production from such tract or tracts.

Each Royalty Owner (other than the United States of America) that ratifies this Agreement represents and warrants that he is the owner of a Royalty Interest in a tract or tracts within the Unit Area as his interest appears in Exhibit B attached hereto. If any Royalty Interest in a tract or tracts should be lost by title failure or otherwise in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 17. <u>RENTAL SETTLEMENT</u>. 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 of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless rental or minimum royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 18. <u>CONSERVATION</u>. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

SECTION 19. <u>DRAINAGE</u>. 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.

SECTION 20. 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 on 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, by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and royalty requirements of Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

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, producing or secondary recovery operations performed hereunder upon any tract of unitized lands shall 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 Supervisor or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized lands.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil and gas 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) Termination of this Agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws,

shall continue in force and effect thereafter.

- (f) Any lease which is made subject to this Agreement shall continue in force beyond the term provided therein as to the lands committed hereto as long as such lands remain subject hereto.
- this Agreement is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784): "Any (Federal) lease heretofore or 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 non-unitized 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."

SECTION 21. <u>MATHEMATICAL ERRORS</u>. It is hereby agreed by all parties to this Agreement that Unit Operator is empowered to correct any mathematical or clerical errors which might exist in the pertinent exhibits to this Agreement upon approval by the Supervisor.

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 coveyance 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, transfere or other successor in interest. No assignment or transfer

of any Working 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, or acceptable photostatic or certified copy, of the recorded instrument of transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer.

SECTION 23. <u>EFFECTIVE DATE AND TERM</u>. This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7 o'clock A. M. of the first day of the calendar month next following:

- (a) The execution or ratification of this Agreement and the Unit Operating Agreement by Working Interest Owners owning a combined Secondary Phase Unit Participation of seventy-five percent (75%) or more, and the execution or ratification of the Agreement by Royalty Owners owning a combined interest of sixty-five percent (65%) or more, of the Royalty Interest, in said Unit Area; and
- (b) The approval of the Agreement by the Director or his duly authorized representative and the Commission; and

(c) The filing of at least one counterpart of this
Agreement for record in the office of the County Clerk of Roosevelt County, New Mexico, by the Unit Operator; and provided, further, that if (a), (b) and (c) above are not accomplished on or
before July 1, 1969, this Agreement shall ipso facto expire on
said date (hereinafter called "expiration date") and thereafter be
of no further force or effect, unless prior thereto this Agreement
has been executed or ratified by Working Interest Owners owning a

combined Secondary Phase Unit Participation of seventy-five percent (75%) or more, and the Working Interest Owners owning a combined Secondary Phase Unit Participation of sixty-five percent (65%) or more committed to this Agreement have decided to extend said expiration date for a period not to exceed twelve (12) months (hereinafter called "extended expiration date"). If said expiration date is so extended and (a), (b) and (c) are not accomplished on or before said extended expiration date, this Agreement shall ipso facto expire on said extended expiration date and thereafter be of no further force and effect.

Unit Operator shall, within thirty (30) days after the effective date of this Agreement, file for record in the office where a counterpart of this Agreement is recorded, a certificate to the effect that this Agreement has become effective according to its terms and stating further the effective date.

The term of this Agreement shall be for and during the time that Unitized Substances are or can be produced in paying quantities from the Unit Area and so long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, and so long thereafter as such unitized substances can be produced as aforesaid.

This Agreement may be terminated at any time with the approval of the Supervisor by Working Interest Owners owning seventy-five percent (75%) or more Secondary Phase Unit Participation whenever such Working Interest Owners determine that Unit Operations are no longer in the interest of conservation. Notice of any such termination shall be given by Unit Operator to all parties hereto.

Upon termination of this Agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts.

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If not otherwise provided by the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development to alter or modify the quantity and rate of production under this Agreement, 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; provided, further, that no such alteration or modification shall be effective as to the rate of prospecting and development on privately-owned lands subject to this Agreement or as to the quantity and rate of production from such lands 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 fifteen days from notice.

SECTION 25. <u>NONDISCRIMINATION</u>. In connection with the performance of work under this Agreement, the Unit Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246, (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

SECTION 26. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any and all interests affected

hereby before the Department and the Commission, and to appeal from any order issued under the rules and regulations of the Department or the Commission, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Department or the Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 27. <u>NOTICES</u>. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified 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 or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 28. 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 Federal or State law or rule or regulation issued thereunder in any way affecting such party, or as a waiver by any such party or any right beyond his or its authority to waive.

SECTION 29. <u>UNAVOIDABLE DELAY</u>. All obligations under this Agreement requiring the Unit Operator to commence or continue secondary recovery operations 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 agency, 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.

tract of unitized land shall fail so as to render the tract inoperable under this Agreement 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. If a tract is removed from this Unit Agreement because of the failure of title, Unit Operator, subject to Section 13 hereof, shall recompute the Tract Participation of each of the tracts remaining subject to this Agreement and shall revise Exhibit C accordingly. The revised exhibits shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the tract to which it relates remains qualified, the parties whose title failed shall not be entitled to share hereunder with respect to such interest. In the event of a dispute as to title as to any Royalty, Working Interest or other interest subject thereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to Federal land or leases, no payments of funds due the United States of America shall be withheld, but such funds shall be deposited as directed by the

Supervisor, 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.

SECTION 31. NONJOINDER 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 Supervisor and the Unit Operator prior to the approval of this Agreement by the Supervisor.

Any oil or gas interest in the Unitized Formation not committed hereto prior to the effective date of this Agreement may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Unit Participation) hereof, at any time during a period of six (6) months after the effective date of the Unit Agreement on the same basis of participation as provided in said Section 14, by the owner or owners thereof subscribing, ratifying or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that after such six months the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such equitable basis as may be agreed upon by Working Interest Owners owning in the aggregate eighty percent (80%) or more Secondary Phase Participation and the Supervisor. Joinder to this Agreement by a Working Interest Owner, at any time, must be evidenced by his execution or ratification of this Agreement and the Unit Operating

Agreement. Joinder to this Agreement, after the expiration of the six (6) month period provided for subsequent joinder, by a Royalty Owner must be evidenced by his execution or ratification of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective at 7 o'clock A. M. of the first day of the month following the filing with the Supervisor of duly executed counterparts of any and all documents necessary to establish effective commitment of any tract or interest to this Agreement, unless objection to such joinder by the Supervisor is duly made within sixty (60) days after such filing.

SECTION 32. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and 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 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 land within the above described Unit Area.

SECTION 33. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by

the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No such taxes shall be charged to the United States nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 34. 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 provisions thereof to the extent that the said Unit Operator or the 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 in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority which by any provisions of this Agreement are vested in the Commission shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

SECTION 35. <u>NO PARTNERSHIP</u>. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This Agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

PRODUCTION AS OF THE EFFECTIVE DATE. Operator shall make a proper and timely gauge of all lease and other tanks within the Unit Area pertaining to the interests to be unitized in order to ascertain the amount of merchantable oil above the pipeline connection in such tanks as of 7 o'clock A. M. on the effective date hereof. All such oil which has then been produced legally shall be and remain the property of the Interest Owner entitled thereto, the same as if the Unit had not been formed; and such parties shall promptly remove said oil from the Unit Area. Any such oil not so removed shall be sold by Unit Operator for the account of such parties, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the Unit Agreement and any leases and other contracts. Any oil that is in excess of the prior allowable of the wells from which it was produced shall be deemed to be Unitized Substances produced after the effective date hereof.

If on the effective date hereof any tract is over produced with respect to the allowable of the wells on that tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be deemed to be a part of the Unitized Substances produced after the effective date hereof and shall be charged to such tract as having been delivered to the parties entitled to Unitized Substances allocated to such tract.

SECTION 37. BORDER AGREEMENTS. Unit Operator, with concurrence of Working Interest Owners having a combined Secondary Phase Unit Participation of seventy-five percent (75%) or more, may, subject to approval of the Supervisor, enter into a border-protection agreement or agreements with the Working Interest Owners of adjacent lands along the exterior boundary of the Unit Area with respect to the operations in the border area for the maximum

ultimate recovery, conservation purposes and proper protection-ofthe parties and interests.

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

ALLIED CHEMICAL CORPORATION

Date				Ву		
		4	100		Attorney-in-	Fact

STATE OF TEXAS			e.
COUNTY OF HARRIS			
The foregoing	Instrument was	acknowledged before me the	hiş
day of	, 1969,	by	20
Attorney-in-Fact for ALL	IED CHEMICAL C	ORPORATION, a New York co	rpor
tion, on behalf of said	corporation.		
My commission expires:			
	7 2 72	Notary Public	· .
	er en		
			,
STATE OF			
COUNTY OF	en e		
	•	acknowledged before me t	his
		by	
My commission expires:			_
		Notary Public	
		Rocary rabite	, E.
		r_{c}	
STATE OF			*.*
COUNTY OF	tana da sa		
BEFORE ME, the	undersigned a	uthority, on this day	
personally appears		, known to me to be the	
		rument as	
		and acknowledged to me t	
•		and consideration therein	
expressed; as the act ar		•	
capacity therein stated.		*	
		of office this day	·
	nand and sear	of office this day	es t
of, 1969.	· ·		,
My commission expires:	**************************************	· · · · · · · · · · · · · · · · · · ·	
<u> </u>	·	Notary Public	

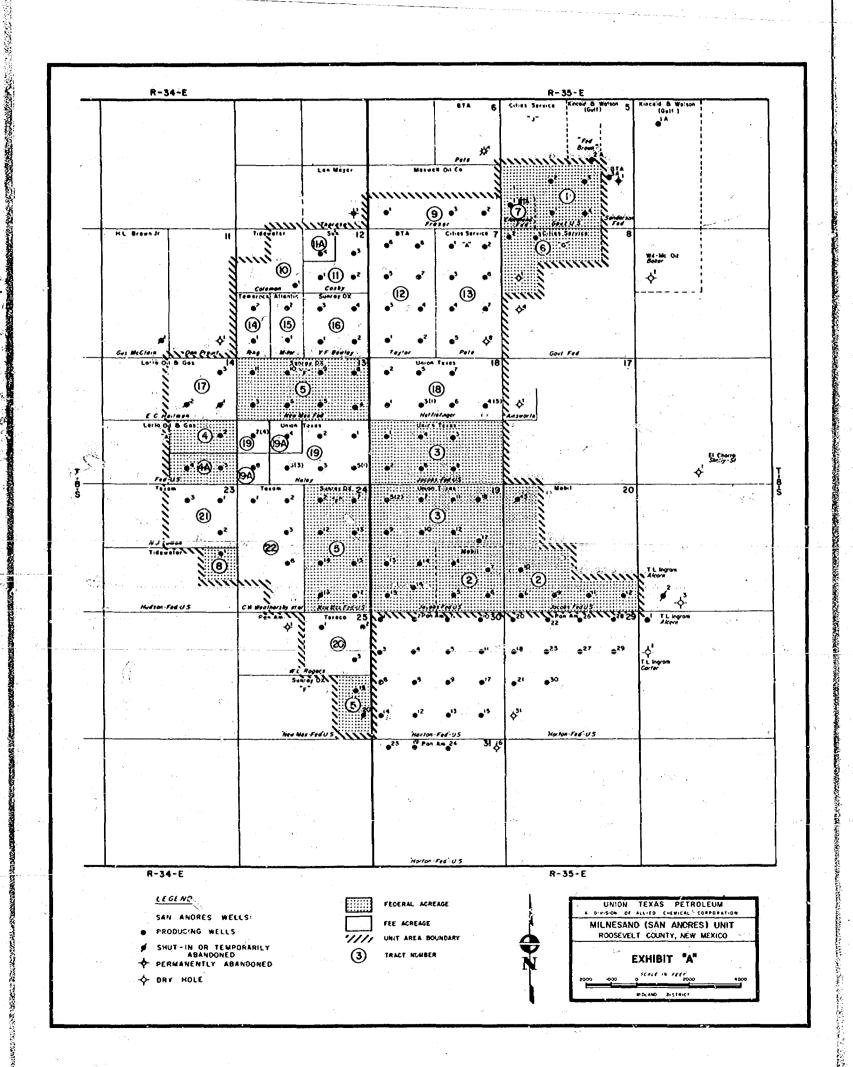


EXHIBIT B - UNIT AGREEMENT MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO T-8-S; R-34-E; R-35-E; NMPM

	4			ω	·	2	F	TRACT NO.	
	N/2 of SE/4 of Sec. 14, T-8-S, R-34-E	SW/4 SW/4 Sec. 19, to 4825"; T-8-S, R-35-E	\$W/4 ; SE	S/2 Sec. 18, N/2 Sec. 19, to 4800';	W/2 NW/4 Sec. 20, T-8-S, R-35-E	SE/4 Sec. 19 and SW/4 & S/2 SE/4 &	N/2 SW/4 & SE/4 SW/4 200.00 & W/2 SE/4 Sec. 5, T-8-S, R-35-E		
	80.00		n	786.94		480.00	200.00	NO. OF ACRES	
	LC 062178 HBP			LC 060978 HBP		LC 060978 HBP	NM 0231691 HBP	SERIAL NO. AND EXPIR. DATE OF LEASE	
	U.S.AA11	3 €		U.S.AA11		U.S.AA11	U.S.AA11	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	7
	Sunray DX & Texaco, Inc.			Mobil Oil Corp.		Mobil Oil Corp.	Cities Service Oil Company	LESSEE OF RECORD	
M. L. Kester 0.5% E. K. Patterson 0.5% F. H. Miller 0.5% F. W. Blocksom 0.5% M. W. Coll 1.0%	 H 22			None		None	Charles Schusterman 2.5% Don Schusterman 2.5%	OVERRIDING ROYALTY OWNER AND PERCENTAGE	
	Lario 50.0000% Texaco 25.0000%		61.6667% Kewanee Oil-5.0000% Mohil Oil-33 33339	Allied Chem	3	Mobil Oil Corp	Cities Service Oil Company-All	WORKING INTEREST OWNER AND PERCENTAGE	
er e									

EXHIBIT B To Unit Agreement (Continued)

Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

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		6		-		ڻ د								4-A	TRACT NO.
	NW/4 of Sec. 8, T-8-S, R-35-E	NE/4		T-8-S, R-34-E	Sec. 24; E/2 of SE/4 Sec. 25	Sec. 13;		47				X-34-E	Sec. 14, T-8-S,		DESCRIPTION OF LAND
		160.00	en ¹			720.00					,			80.00	NO. OF
		LC 062471 HBP			HBP	LC 062178							HBP	LC 062178	SERIAL NO. AND EXPIR. DATE OF LEASE
		U.S.AAll				U.S.AA11					4			U.S.AA11	BASIC ROYALTY AND OWNERSHIP PERCENTAGE
		Cities Service Oil Company		n entre Silve Si Silve Si Silve Si Silve Si Silve Si Silve Si Si Si Si Si Si Si Si Si Si Si Si Si	Texaco	Sunray DX &	:						Тежасо	Sunray-DX &	LESSEE OF RECORD
aura	received from production from all of Sec. 8, T-8-S, R-35-E	3% of 8/8 PPI until \$320,000 has been	•		Kester Kain (J. E. Moore 0.5%	ς.		47	F. H. Miller 0.5%		M. L. Kester 0.5%	J. E. Moore 0.5%	E. R. Kain 0.5%	OVERRIDING ROYALTY OWNER AND PERCENTAGE
		Cities Service Oil Company-			. ~	Sunray DX	Lario 50%	Texaco 25%	wells 3 & 4		33.33333%	Sunray DX-	9	Lario O & G-	WORKING INTEREST OWNER AND PERCENTAGE

page 3

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	∞									7	NO.	TRACT	
	NE/4 Sec.			-	,				T-8-	SW/4	DESC	,	
	NE/4 of SE/4 of Sec. 23, T-8-S, R-34-E							-	T-8-S; R-35-E	SW/4 SW/4; Sec. 5,	DESCRIPTION OF LAND		
	40.00 34-E					,				40.00		NO. OF	
	40.00 LC 062949(b) HBP			JP 	-	· · ·			HBP	LC 062471-C	DATE OF LEASE	AND EXPIR.	SERIAL NO.
	U.S.AAll								and the second s	U.S.AA11	PERCENTAGE	AND OWNERSHIP	BASIC ROYALTY
	Getty Oil Co. Mission Corp.			•	us.			9. a		BTA Oil Prod.	LESSEE OF RECORD		rq
	Mildred & William Hudson- 2.0%	per acre on 40 acres.	Reese Cleveland & wife Rozelle B. Cleveland	3.0% which reverts to	husband S. W. Lodewick	Laura Lodewick &	B. M. Keohane 0.5%	Cleveland 1.5%	wife Rozelle B.	Reese Cleveland &	OWNER AND PERCENTAGE	OVERRIDING ROYALTY	er.
	Getty 0i1-50.0000% Mission Corp 50.0000%	S	veland	to	rick			,	Agent-All	BTA Oil Prod. as	OWNER AND PERCENTAGE	WORKING INTEREST	1. The second se

8 Federal Tracts - 2586.94 Acres - Consisting of 48.1723% of Unit

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

					TRACT NO.
				-S, R-35	DESCRIPTION OF LAND S/2 S/2 of Sec. 6
			•	w	NO. OF ACRES
					SERIAL NO. AND EXPIR. DATE OF LEASE HBP
Helen Sweeney-2.17270% Dr. Reber Van Matre, as his separate property- 1.08640% Eugene L. Middleton, as his separate property27155%	Bull Trust06786% E. Ruth Piatt, a feme sole-5.43192% Kewanee Oil Company- 34.76367%	Tru Bul tate	Murray Blank-3.04185% Hilda B. Perrin06786% United States Trust Co. of New York,	Wife Pearl Oil Company Neill-23.90016% Roy G. Barton, Jr 6.51832% L. Maude Albrecht, a feme sole-	AND OWNERSHIP PERCENTAGE J. A. Neill & Cities Service
				54.9288% Cities Service- 41.8401% Texaco, Inc 3.2311%	OVERRIDING ROYALTY WORKING INTEREST OWNER AND PERCENTAGE OWNER AND PERCENTAGE None Maxwell Oil Co

Roosevelt County, New Mexico Milnesand (San Andres) Unit T-8-S; R-34-E; R-35-E; NMPM EXHIBIT B To Unit Agreement (Continued) SERIAL NO. BASIC ROYALTY

TRACT NO. DESCRIPTION OF LAND

(Cont)

S/2 S/2 of Sec. T-8-S, R-35-E

DATE OF LEASE AND EXPIR.

AND OWNERSHIP

PERCENTAGE

LESSEE OF RECORD

OWNER AND PERCENTAGE OVERRIDING POYALTY OWNER AND PERCENTAGE WORKING INTEREST

J. W. Simpson, whose wife is Rose Simpson-Grace Edna Offenhouser Clarence E. Mercedes Goodell property-.27155% as her separate separate propertyproperty-.27155% as her separate Middleton as his

120.00 HBP

Margaret Cosby Buie-Getty Oil Co. Tenneco Oil Co.

Tenneco 0il 4.16640 of

Co. 50%

Fern Parks Cone-6.25040% of Tenneco 0il Co. 50%

Marjorie C. Kastman 81.25040% of Tenneco S. E. Cone NCM)-(Guardian of Estate of

011 Co. 50%

Martha Cosby Marshall-011 Co: 50% 4.16640% of Tenneco

Martha Cosby Mathis-4.16640% of Tenneco 011 Co. 50%

> Getty Oil Co.-50% Tenneco Oil Co.-

Atlantic-Richfield-

OWNER AND PERCENTAGE

WORKING INTEREST

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

TRACT No. E/2 NE/4 & SW/4 NE/4 120.00 Sec. 12, T-8-S, R-34-E DESCRIPTION OF LAND NO. OF ACRES HBP DATE OF LEASE AND EXPIR. SERIAL NO. AND OWNERSHIP BASIC ROYALTY Cosby Buie-17.64706% Martha Cosby Margaret PERCENTAGE Sun Oil Co LESSEE OF RECORD Jack Griffin 3.0762% Sum Oil Co.-62.5% OWNER AND PERCENTAGE OVERRIDING ROYALTY

Lois E. Blakely-Y. F. Bowley & Wife, Fern Parks Cone-Marjorie Cone of the Estate of 35.29412% Gertrude F. Bowley-5.85235% S. E. Cone)-5.88235% Kastman (Guardian Marshall-17.64706%

11-A NW/4 NE/4 Sec. T-8-S, R-34-E 40.00

17.64706%

Lois E. Blakely-17.64706% Y. F. Bowley & wife, Fern Parks Cone-Marjorie Cone Margaret Martha Cosby Marshall-17.64706% 35.29412% of Estate of S. Kastman (Guardian Gertrude F. Bowley-5.88235% Cone)-5.83235% 17.64706% Cosby Buie-Sun Oil Co. H

> Jack Griffin 3.0762% Sun Oil Co.-All well No. 4. and Sun retains 62.5% comes in for 37.5% Atlantic-Richfield 200% of cost on until Sun recovers Then

Milnesand (San Andres) Unit Roosevelt County, New Mexico T-8-S; R-34-E; R-35-E; NMPM

EXHIBIT B To Unit Agreement (Continued)

TRACT NO. W/2 Sec. R-35-E E/2 Sec. R-35-E DESCRIPTION OF LAND 7, T-8-S, 7, T-8-S, NO. OF 320.00 310.36 HBP DATE OF LEASE AND EXPIR. SERIAL NO. Earl Walker & Venice E Cecil T. Huddleston, Jr Pauline Huddleston W. C. & Margaret Helen Huddleston Roberta Huddleston, Rosamond J. Webber & AND OWNERSHIP C. S. Hightower & Cecil Pate & I. Mae Heffle- BTA Oil Producers None BASIC ROYALTY Walker, his wife-12.50000% his wife-8.43750% his wife-9.37500% & June M. Huddlestonhusband-8.43750% Osborne-3.12500% widow-5.00000% Pate, his wife-Ilgenfritz, her Ilgenfritz & Hugh husband-3.12500% Selwyn Webber, her Lottie M. Hightower, 22.50000% Ruby Jewel Hefflefingerfinger-75.00000% PERCENTAGE Cities Service LESSEE OF RECORD Oil Company OWNER AND PERCENTAGE has been paid to the sum of \$4000. his wife. Venice E. Walker, Earl Walker and .68359% PPI until OVERRIDING ROYALTY Gulf Oil Corporation-OWNER AND PERCENTAGE Cities Service Oil BTA Oil Producers Company-72.5% as agent-All WORKING INTEREST

THE REPORT OF THE PARTY OF THE

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

NO. TRACT (Cont) R-35-E E/2 Sec. 7, T-8-S DESCRIPTION OF LAND ACRES NO. OF DATE OF LEASE AND EXPIR. SERIAL NO. C. C. Easter AND OWNERSHIP BASIC ROYALTY PERCENTAGE LESSEE OF RECORD OVERRIDING ROYALTY WORKING INTEREST OWNER AND PERCENTAGE OWNER AND PERCENTAGE

Docia Carroll-2.50000% Mabel B. Olsson & S. E. Johnson-1.56250% Orbie Olsson, her husband-3.12500% Docia Carroll & CarolP. Feltcher Joe Carroll, her husband-1.56250% Easter, his wife-16.25000% Walters-2.50000% & Maggie

Dessa M. Ring, Mobil Oil Corp. a widow-All

Mobil 011 Corp.-18.75% 50.0000%

Robert A. 12.5000% Joseph E. 8.3333% John F. Uihlein-Georgeann Uihlein-Mary Trainer-Hastings Harcort-8.3333% 8.3334% 12.5000% Uihlein-Uihlein-

W/2 of SW/4 of Sec. 12, T-8-S, R-34-E 80.00 KBP

14

<u>. </u>					
		16		TRACT NO.	EXHIBIT B Milnesand Roosevelt T-8-S; R-
		SE/	12,	DES E/2	T B and elt R-3
		SE/4 of Sec. 12, T-8-S, R-34-E	T-8-S, R-34	DESCRIPTION OF LAND E/2 of SW/4 of Sec.	B To Unit Agreement and (San Andres) Unit lt County, New Mexico R-34-E; R-35-E; NMPM
		160.00	3	NO. OF ACRES	(Continued)
		HBP	6	SERIAL NO. AND EXPIR. DATE OF LEASE HBP	#1 #
G. B. Jones- 11.11111% Zenobia Finley- 11.11111% Idella Jones White-5.5555% Merle Jones Stribling- 5.55555% Fletcher V. & Cuma M. Strong- 8.3333%	Childers- 4.16667% Cuma M. Strong- 16.66667% Y. F. Bowley- 33 333347	Letha M. York- 4.16667% Rita M.	George B. Connell-50% Jean Clark Miller 50%	\vdash \vdash \triangleright \triangleright \vdash	
		Sunray-DX 0il Co. Texaco, Inc. Mobil 0il Corp.	Company	LESSEE OF RECORD Atlantic-Richfield	
		None		OVERRIDING ROYALTY OWNER AND PERCENTAGE d None	
		Sunray-DX Oil Co 25% Texaco, Inc25%		WORKING INTEREST OWNER AND PERCENTAGE Atlantic-Richfield Company-All	Page 9

page 10

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

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													ţ	NE/4 Sec. 14, T-8-S,	DESCRIPTION OF LAND
4			· · ·	4					es ses					, 160.00	NO. OF
		λ 		30 1			N.				a.			HBP	SERIAL NO. AND EXPIR. DATE OF LEASE
1.78574% Daniel L. & Jo Hannifin-1.78 Charles D. Meh 0.89280%	. Card	Way Enterprise 1.78572%	Georgia Goss H 0.89280%		W. A. Yeager-8	William R. Hol 3.57144%	Harry R. Eavers 2.67856%	M. S. Thompso 2.67856%	Adm. of Estate	p.	Two States Serv. Co1.7	•	3.57144%	R. W.	BASIC ROYALTY AND OWNERSHIP PERCENTAGE
Joyce I 78574% fehr-	0 <u>-</u>	્યું	lar	. 6		ollis-	8	son-	e j	50	85 5	8574%	:	—	lE.
%	en-0.89280% ty Co., Inc	ses, Inc	Harston-		-8.03576%				off .	2.50000%	78574%	%		Lario	LESSEE OF RECORD
%	.89280%	Inc.	ston-		3576%				H	000%	74%	7		ario Bonnie H. Morrison-	OF RECORD
	.89280%	Inc.	ston-		3576%				H	000%	74%	79		Bonnie H.	OF RECORD O

E. S. Grear-1.78572%

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

		18	17 (Cont)	TRACT
		N/2 Sec. 18, T-8-S, R-35-E to 4800'	NE/4 Sec. 14, T-8-S, R-34-E	DESCRIPTION OF LAND
		315.42		NO. OF
			• • • • • • • • • • • • • • • • • • •	SERIAL NO. AND EXPIR. DATE OF LEASE
Trustee and Independent Executrix under will of D. Hefflefinger-27.500 Normawk. Rousselot-9	Ann Heilleinger Trust-7.50000% W. C. Hefflefinger, Trustee of the Mar William Hefflefing Trust-7.50000% W. C. Hefflefinger- 40.62496%	W. C. Hefflefinger, Trustee of the Margaret Hefflefinger Trust-7.50000% W. C. Hefflefing Trustee of the	James C. Compton- 6.25000% Charles C. Compton-2.34376% Allie Compton- 3.90624% E. C. Heilman- 47.50000%	BASIC ROYALTY AND OWNERSHIP PERCENTAGE
lefinger, d Inde- ecutrix of D. er-27.5000% usselot-9.37504%	flefinger, of the Mark Hefflefinger 50000% flefinger 50000%	All Cc ngei	mpton- 34376% on-	LESSEE OF RECORD
		None		OVERRIDING ROYALTY OWNER AND PERCENTAGE
		Allied Chemical Corporation- 61.66667% Kewanee Oil Co 5.0000% Mobil Oil Corporation- 33.33333%		WORKING INTEREST OWNER AND PERCENTAGE

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

	19-A	TRACT
S, R-34-E	SE/4 & NW/4 SW/4 & SE/4 SW/4 Sec. 13 T-8-S, R-34-E	DESCRIPTION OF LAND
	240.00	NO. OF
	HBP	SERIAL NO. AND EXPIR. DATE OF LEASE
trong- 252% x Royalty Inc3.90 Grear-0.7 Haley-50. 1 L. Hanni 124% yn McCormi 504% B. Owings	J. M. Allied Chemical Armstrong- Corporation 7.81252% Deltex Royalty Co., Inc3.90624% E. S. Grear-0.78124% £. R. Haley-50.00000% Daniel L. Hannifin-0.78124% Kathryn McCormick -9.37504% Roger B. Owings-7.81252% Way Enterprises, Inc3.90624% Welcome Oil & Royalty Corp1.56248% W. A. Yeager-14.06248% J. M. Allied Chemical	BASIC ROYALTY AND OWNERSHIP PERCENTAGE LESSEE OF RECORD
8.33333%		OVERRIDING ROYALTY OWNER AND PERCENTAGE
Corporation- 95% Kewanee Oil Co 5%	Allied Chemical Corporation- 61.66667% Kewanee Oil Co 5.00000% Mobil Oil Corporation- 33.33333%	WORKING INTEREST OWNER AND PERCENTAGE

THE SECOND PROPERTY OF THE PRO

						T-8-S, R-34-1	on NE/4 of Sec. 25, 160.00	19-A NE/4 SW/4, & SW/4 (Cont) SW/4, Sec. 13, T-8-S, R-34-E	TRACT NO. DESCRIPTION OF LAND ACRES	EXHIBIT B To Unit Agreement (Continued) Milnesand (San Andres) Unit Roosevelt County, New Mexico T-8-S; R-34-E; R-35-E; NMPM
							нвр		SERIAL NO. AND EXPIR. DATE OF LEASE	ued)
rietta 12496%	O H	of the Estate Roberta Lynn 3	hanı 1249	4.16672% Stanley Allen Rogers-3.12496%	Vernon Rogers- 16,66672% Estate of M.	Neva Blanche Hargrove- 16.66672%	14.06248% Ruth Rogers- 50 00000%	Way Enterprises Inc3.90624% Welcome Oil & Royalty Corp 1.56248% W. A. Yeager-	PERCENTAGE	
Irene Rogers-	~ ~	state of Lynn Rogers-	hanna R. 12496% rs, Guardian	96%			Texaco, Inc.		LESSEE OF RECORD	
							None		OVERRIDING ROYALTY OWNER AND PERCENTAGE	
							Texaco, IncAll		WORKING INTEREST OWNER AND PERCENTAGE	page 13

EXHIBIT B To Unit Agreement (Continued)

Milnesand (San Andres) Unit

J. Kirk Cansler, & Delma Baucum-R. L. Redline, Jr.

EXHIBIT B To Unit Agreement (Continued)
Milnesand (San Andres) Unit Roosevelt County, New Mexico T-8-S; R-34-E; R-35-E; NMFM

NO. OF DATE OF LEASE AND EXPIR. SERIAL NO.

TRACT

DESCRIPTION OF LAND

(Cont)

NW/4; N/2 SW/4;) SE/4 SW/4 Sec. 24, T-8-S, R-34-E

BASIC ROYALTY AND OWNERSHIP PERCENTAGE

LESSEE OF RECORD

OWNER AND PERCENTAGE OVERRIDING ROYALTY OWNER AND PERCENTAGE WORKING INTEREST

R. L. Redline, Jr.-0.26042% Irene Terrill-Flora Weathersby Texam 0il Corp. - 0.26042% Oscar C. Weathersby-1.56250% 3.51563% Weathersby, deceased-3.51562% as Executrix of Estate of C. W. individually &

14 Fee Tracts - 2783.24 Acres - Consisting of 51.8277% of Unit Area

RECAPITULATION OF NUMBER OF ACRES:

Federal Lands 2586.94 Acres 2783.24 Acres 5370.18 Acres 51.8277% of Unit Area 100.0000% of Unit Area 48.1723% of Unit Area

EXHIBIT "C" Attached to Unit Agreement Milnesand (San Andres) Unit Roosevelt County, New Mexico T-8-S; R-34-E; R-35-E; NMPM

Tract No.	Description of Land	Tract Participation Percent During Primary Phase	Tract Participation Percent During Secondary Phase			
1	N/2 SW/4; SE/4 SW/4; & W/2 SE/4; Sec. 5, T-8-S; R-35-E	2.19800	1.60751			
2	SE/4 Sec. 19; SW/4; S/2 SE/4; & W/2 NW/4 Sec. 20; T-8-S; R-35-E	14.75021	8.02764			
	S/2 Sec. 18; N/2 and SW/4 Sec. 19, T-8-S, R-35-E	28.22179	23.70086			
4	N/2 SE/4; Sec. 14; T-8-S R-34-E	, 0.03728	0.17215			
4-A	S/2 SE/4; Sec. 14; T-8-S R-34-E	, 0.17168	0.64422			
5	N/2 Sec. 13; E/2 Sec. 24 & E/2 SE/4 Sec. 25; T-8- R-34-E		18.31980			
o 6	NW/4 NE/4; W/2 NW/4; & NE/4 NW/4; Sec. 8; T-8-S R-35-E	0.62401	0.71811			
7	SW/4 SW/4; Sec. 5; T-8-S R-35-E	, 0.89002	1.15538			
8	NE/4 SE/4; Sec. 23; T-8- R-34-E	s, 0.13153	0.20130			
9	S/2 S/2; Sec. 6; T-8-S; R-35-E	0.58519	0.97386			
10	NE/4 NW/4; SE/4 NW/4; SW NW/4; Sec. 12; T-8-S, R-		0.45156			
11	E/2 NE/4; SW/4 NE/4; Sec T-8-S, R-34-E	. 12; 0.96968	1.48648			
11-A	NW/4 NE/4; Sec. 12; T-8- R-34-E	s, 0.19382	0.33305			
12	W/2; Sec. 7; T-8-S, R-35	-Е 7.32601	8.40717			
13	E/2; Sec. 7; T-8-S, R-35	-E 4.52624	4.30593			

Exhibit C To Unit Agreement (Continued)
Milnesand (San Andres) Unit
Roosevelt County, New Mexico
T-8-S; R-34-E; R-35-E; NMPM

page 2

Tract	Description of Land	Tract Participation Percent During Primary Phase	Tract Participation Percent During Secondary Phase
14	W/2 SW/4; Sec. 12; T-8-S, R-34-E	0.29462	0.66463
15	E/2 SW/4; Sec. 12; T-8-S; R-34-E	1.68694	2.11553
16	SE/4; Sec. 12; T-8-S, R-34-E	4.29345	4.76808
17	NE/4; Sec. 14; T-8-S, R-34-E	0.03192	0.28263
18	N/2; Sec. 18; T-8-S, R-35-E	7.53155	8.12870
19	SE/4; NW/4 SW/4; & SE/4 SW/4; Sec. 13; T-8-S, R-34-E	6.48864	7.14144
19 - A	NE/4 SW/4; SW/4 SW/4; Sec. 13; T-8-S, R-34-E	0.28206	0.95283
20	NE/4; Sec. 25; T-8-S, R-34-E	1.03013	1.09548
21	NE/4; Sec. 23; T-8-S, R-34-E	0.62933	1.06783
22	NW/4; N/2 SW/4; SE/4 SW/4 Sec. 24; T-8-S, R-34-E	2.22043	3.27783
The state of the s	TOTALS	100.00000	100.00000

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF NEW MEXICO FOR THE PURPOSE OF CONSIDERING:

> CASE No. 4139 Order No. R-3766

APPLICATION OF ALLIED CHEMICAL CORPORATION FOR APPROVAL OF THE MILNESAND (SAN ANDRES) UNIT AGREE-MENT, ROOSEVELT COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 a.m. on May 21, 1969, at Santa Fe, New Mexico, before Examiner Elvis A. Utz.

NOW, on this 28th day of May, 1969, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant, Allied Chemical Corporation, seeks approval of the Milnesand (San Andres) Unit Agreement covering 5370.18 acres, more or less, of Federal and Fee lands described as follows:

ROOSEVELT COUNTY, NEW MEXICO TOWNSHIP 8 SOUTH, RANGE 34 EAST, MMPM

Section 12: NB/4 NW/4, S/2 NW/4, NB/4, and S/2

Section 13: All

Section 14: E/2

Section 23: NE/4 and NE/4 SE/4

Section 24: N/2, N/2 S/2, SE/4 SW/4, and S/2 SE/4

Section 25: NE/4 and E/2 SE/4

-2-CASE No. 4139 Order No. R-3766

TOWNSHIP & SOUTH, RANGE 35 EAST, NMPM

Section 5: SW/4 and W/2 SE/4

Section 6: 8/2 5/2

Section 7: All

Section 8: N/2 NW/4, SW/4 NW/4, and NW/4 NE/4

Section 18: All

Section 19: All

Section 20: W/2 W/2, E/2 SW/4, and S/2 SE/4

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

- (1) That the Milnesand (San Andres) Unit Agreement is hereby approved?
- (2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner, any right, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.
- (3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified
- of said unit agreement by the Director of the United States Geological Survey; that this order shall terminate ipso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

-3-CASE No. 4139 Order No. R-3766

(5) That jurisdiction of this cause is retained for the entry of such further orders as the Compassion may deem necessary.

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

STATE OF NEW MEXICO OIL CONSERVATION COMMISSION

DAVID F. CARGO, Chairman

ALEX J. ARMIJO, Member

A. L. PORTER, Jr., Member & Secretary

esr/

OIL CONSERVATION COMMISSION P. O. BOX 2088 SANTA FE, NEW MEXICO 87501

June 2, 1969

Allied Chemical Corporation Union Texas Petroleum Division P. O. Box 2120 Houston, Texas 77001

4/39

Attention: Mr. Clyde D. Ford

Initial Plan of Operation, Milnesand (San Andres) Unit, Rei Roosevelt County, New Mexico

Gentlemen:

This is to advise that the New Mexico Oil Conservation Commuission has this date approved the Initial Plan of Operation dated May 28, 1969, for the Milnesand (San Andres) Unit, Roosevelt County, New Mexico, subject to like approval by the United States Geological Survey.

One approved copy of the plan is returned herewith.

Very truly yours,

A. L. PORTER, Jr. Secretary-Director

ALP/JEK/09

cc: Director, United States Geological Survey Box 1857

Roswell, New Mexico



Corporation

3000 RICHMOND AVENUE ● BOX 2120 ● HOUSTON, TEXAS 17001 ● AREA CODE 113, 529-3211

May 28, 1969

The Oil and Gas Supervisor United States Geological Survey P. O. Box 1857 Roswell, New Mexico 88201

Oil Conservation Commission State of New Mexico P. O. Box 2088 Santa Fe, New Mexico 87501

Re: Initial Plan of Operation Milnesand (San Andres) Unit Roosevelt County, New Mexico

Gentlemen:

Enclosed please find the original and a copy of a letter which sets enclosed please find the original and a copy of a letter which we had a out our initial plan of operation for the unit for which we had a hearing May 21, 1969, under Case 4139 and 4140. It is requested that if you agree with this proposed procedure you execute both copies and if you agree with this proposed procedure you execute both copies and recurn one to the undersigned at the letterhead address.

Superintendent, Unitization and Secondary Recovery

CDF/mlc Enclosure

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UNION TEXAS PETROLEUM DIVISION

Corporation

3000 RICHMOND AVENUE • BOX 2120 • HOUSTON, TEXAS 71001 • AREA CODE 113, 529-3271

May 28

The Oil and Gas Supervisor United States Geological Survey P. O. Box 1857 Roswell, New Mexico 88201

Oil Conservation Commission State of New Mexico P. O. Box 2088 Santa Fe, New Mexico 87501

> Initial Plan of Operation Milnesand (San Andres) Unit Roosevelt County, New Mexico

Gentlemen:

In accordance with Section 11 of the Milnesand (San Andres) Unit Agreement, this Initial Plan of Operation is respectfully submitted.

Re:

Consistent with testimony presented before the New Mexico Oil Conservation Commission (May 21, 1969, Cases 4139 and 4140) Union Texas Petroleum, a division of Allied Chemical Corporation plans to inject up to a total of 20,000 barrels of saltwater per day through 28 injection wells (approximately 700 barrels per day per injection well) as shown on the attached Exhibit la. Water produced from the Devonian formation in the Crossroads Field will be mixed with produced water and used as injection water. Injection will be in the San Andres formation in an initial inverted nine spot pattern.

Injection will be through plastic coated tubing in each injection well and will occur below a packer. Inhibited fluid will be put in the annulus above the packer.

Page 2 May 28, 1969 United States Geological Survey Oil Conservation Commission

To insure maximum recovery through cooperative waterflood operations and to protect the correlative rights of this Unit, Unit Operator is negotiating a line well agreement with the offset operator, Pan American Petroleum Corporation, as they plan to cooperatively waterflood their properties rather than joining this unit.

All work will be conducted in a prudent manner utilizing the best techniques and equipment deemed by the working interest owners to be most efficient.

Respectfully submitted,

Union Texas Petroleum, A Division of Allied Chemical Corporation

Date: May 29, 1969

Clyde D. Ford, Superintendent of Unitization and Secondary Recovery

APPROVED IN COUNTERPART:

Oil and Gas Supervisor United States Geological Survey Roswell, New Mexico

Date:

Date: June 2, 1969

New Mexico

Oil Conservation Commission



UNITED STATES DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY

Drawer 1857 Roswell, New Mexico 88201 4/39

August 1, 1969

Union Texas Petroleum
Division of Allied Chemical Corporation
Box 2120
Houston, Texas 77001

Gentlemen:

We acknowledge receipt on July 28, 1969, of ratifications and joinders to the Milnesand (San Andres) unit agreement, No. 14-08-0001-11574, Roosevelt County, New Mexico, executed by the following persons:

Reported Basic Royalty Comer	Fee Land Unit Treet No.
Rerl H. Stribling, executor of Retate of Merle J. Stribling	16
Ruth Rogers	20
Heva Blanche Hargrova	20
Vernon Rogers	20
Vernon Rogers, Executor of the Estate of H. Louetta Rogers	20
Billie Johanna R. Dimon	20
Stenley Allen Rogers	20
Ruth Rogers, Guardian of the Estate of Marietta I. Rogers	20

These original ratifications and joindars are being distributed to the appropriate Federal offices. All copies surplus to our needs are returned herewith.

cc:

Sincerely yours,

Washington (w/cy joinders)
BIM, Santa Fe (w/cy joinders)
Hobbs (w/cy joinders)
NHOCC, Santa Fe (ltr. only)
Accounts (ltr. only)

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON Regional Gil and Ges Supervisor

Note to Accounts: The above-described tracts are qualified for participation as of the effective date of the unit agreement.



UNITED STATES DEPARTMENT OF THE IMPERIOR GEOLOGICAL

Drawer 1857 Roswell, New Mexico 88201

4139

August 1, 1969

Union Texas Patroleum Division of Allied Chemical Corporation

Houston, Texas 77001 BOX 2120

Your initial plan of operation covering escondary operations for the Milnesend (San Andrea) unit, Roosevelt County, New Mexico, has been Milnesend on this date subject to like approval by the appropriate state officials. Gentiemen!

One approved copy of the plan is enclosed.

State officials.

Sinceraly yours,

JORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON GOS Supervisor Regional Oil and Gos Supervisor

Washington (w/cy plan) Magning Lon (W/cy Plan)
Hobbs (W/cy Plan)
NEYOCC, Sauta Fe (ltr. only)



OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO P. O. BOX 2088 - SANTA FE 87801

May 28, 1969

GOVERNOR DAVID F. CARGO CHAIRMAN

LAND COMMISSIONER ALEX J. ARMIJO MEMBER

STATE GEOLOGIST A. L. PORTER, JR. SECRETARY - DIRECTOR

ir. Clarence Hinkle	Re:	Case No	4139			
linkle, Bondurant & Christy		Order No	R-3766			
ictorneys at Law		Applicant:				
ost Office Box 10 loswell, New Mexico 88201		emical Corporation				

Dear Sir:

Enclosed herewith are two copies of the above-referenced Commission order recently entered in the subject case.

Very truly yours,

1. h. Carter, h.

A. L. PORTER, Jr. Secretary-Director

ALP/ir			er e				ų.
Copy of order	also sent to:				e.	**	•
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Aztec OCC_					**	•	ε
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Case 4139
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CLARENCE E.HINKLE W. E. BONDURANT, JR. S. B. CHRISTY IV LEWIS C. COX, JR. PAUL W. EATON, JR. CONRAD E COFFIELO HAROLD L. HENSLEY, JR. STUART D. SHAKOR C.D. MARTIN PAUL J. KELLY, JR.

LAW OFFICES HINKLE, BONDURANT & CHRISTY 600 HINKLE BUILDING ROSWELL, NEW MEXICO 88201

May 1, 1969

27 ∞ MIDLAND, TEXAS OFFICE 521 MIDLAND TOWER (945) MU 3-4691 TELEPHONE (505) 822-6510

New Mexico Oil Conservation Commission P. O. Box 2088 Santa Fe, New Mexico 87501

Attention: Mr. A. L. Porter, Jr. Secretary - Director

Care 4139 Dra

POST OFFICE BOX 10

To comply with the Commission's Rule 507, we enclose herewith in triplicate Application for Approval of Unit Agreement relating Gentlemen: to the proposed Milnesand (San Andres) Unit in Roosevelt County,

It is our understanding that the matter has been set for New Mexico. Examiner hearing on May 21, 1969 in Santa Fe, New Mexico.

Respectfully,

HINKLE, BONDURANT & CHRISTY

sBC:pv

Encls.

cc: Allied Chemical Corporation

BEFORE THE OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO

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

The Application of Allied Chemical Corporation for Approval of the Milnesand (San Andres) Unit embracing 5,370.18 acres of Federal and Fee Land in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, New Mexico.

Case No. 4/39

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N

New Mexico Oil Conservation Commission Santa Fe New Mexico 87501

COMES NOW Allied Chemical Corporation and pursuant to the Commission's Rule 507 hereby requests approval of the Unit Agreement for the Milnesand (San Andres) Unit and in support thereof states:

1. The proposed unit area covered by the Unit Agreement embraces 5,370.18 acres, more or less, more particularly described as follows:

Township 8 South, Range 34 East, N.M.P.M. Section 12: NEZNWZ, NZNEZ, SZNZ, SZ Section 13: A11 ~ E1/2 Section 14: Section 23: NE¼, NE¾SE¼ V Section 24: N½, N½S½, SE¼SW¼, S½SE¼ ✓ Section 25: NEZ, EZSEZ Township 8 South Range 35 East, N.M.P.M. Section 5: SW4, W2SE4 $S_{2}^{1}S_{2}^{1}$ Section 6: Section 7: A11 Nanwa, Swanwa, nwanea / Section 8: Section 18: All V Section 19: A11 ~ Section 20: Wawa, Easwa, Saseau

- 2. That the lands embraced within the proposed unit area constitute 2,586.94 acres of Federal land and 2,783.24 acres of fee land.
- 3. Applicant is informed and believes and upon information and belief states: That the proposed unit area covers substantially all of the geological features involved, and that the Unit Agreement will permit the producing area to be developed and operated in the interest of conservation and the protection of waste of unitized substances and will not violate the correlative rights of any of the interested parties.
- 4. That Allied Chemical Corporation is designated as Unit Operator in said Unit Agreement, and as such is given authority under the terms thereof to carry on all operations necessary for the development and operation of the unit area for unitized substances subject to all applicable laws and regulations.
- 5. That the Unit Agreement is substantially in the same form as unit agreements heretofore approved by the Oil Conservation Commission, and it is believed and stated that the unitized area can be developed more economically and efficiently under the terms of the Unit Agreement to the end that the maximum recovery of hydrocarbons will be obtained.
- 6. That the form of the Unit Agreement has heretofore been approved by the United States Geological Survey of the Department of Interior, United States of America, and upon final approval by said agency, a true copy of the Approval will be furnished to the Oil Conservation Commission.

7. That upon an Order being entered by the New Mexico Oil Conservation Commission approving said Unit Agreement, and after approval thereof by said United States Geological Survey, and recording thereof all as contemplated by Section 23 of the Unit Agreement, a true copy of the Unit Agreement and all ratifications thereof, reflecting the foregoing recording information will be filed with the New Mexico Oil Conservation Commission.

WHEREFORE, the undersigned applicant respectfully requests that a public hearing be held on the matter for the approval of said Unit Agreement and that upon said hearing that said Unit Agreement be approved by the New Mexico Oil Conservation Commission in accordance with its Rule 507.

DATED this first day of May, 1969.

Respectfully submitted,

ALLIED CHEMICAL CORPORATION

S. B. Christy IV, as a Member of the Firm of Hinkle, Bondurant & Christy

P. O. Box 10

Roswell, New Mexico 88201 Attorneys for Applicant

BEFORE THE OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO

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

The Application of Allied Chemical Corporation for Approval of the Milnesand (San Andres) Unit embracing 5,370.18 acres of Federal and Fee Land in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, New Mexico.

Case No. 4/39

New Mexico Oil Conservation Commission Santa Fe New Mexico 87501

COMES NOW Allied Chemical Corporation and pursuant to the Commission's Rule 507 hereby requests approval of the Unit Agreement for the Milnesand (San Andres) Unit and in support thereof states:

1. The proposed unit area covered by the Unit Agreement embraces 5,370.18 acres, more or less, more particularly described as follows:

Township 8 South, Range 34 East, N.M.P.M. Section 12: NEZNWZ, NZNEZ, SZNZ, SZ

Section 13: All

Section 14: E½ Section 23: NE¼, NE¼SE¼

Section 24: N2, N2S2, SE2SW2, S2SE2

Section 25: NEt, ELSE

Township 8 South, Range 35 East, N.M.P.M.

Section 5: SWk, WasEk

Section 6: Stst

Section 7: All

Section 8: NENWE, SWENWE, NWENEE

Section 18: All Section 19: All

Section 20: WWW, ESSWA, SSEA

- 2. That the lands embraced within the proposed unit area constitute 2,586.94 acres of Federal land and 2,783.24 acres of fee land.
- 3. Applicant is informed and believes and upon information and belief states: That the proposed unit area covers substantially all of the geological features involved, and that the Unit Agreement will permit the producing area to be developed and operated in the interest of conservation and the protection of waste of unitized substances and will not violate the correlative rights of any of the interested parties.
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S. B. Christy W, as a Member of the Firm of Hinkle, Bondurant & Christy

P. O. Box 10

Roswell, New Mexico 88201 Attorneys for Applicant

BEFORE THE OIL CONSERVATION COMMISSION

61

STATE OF NEW MEXICO

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

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Township 8 South, Range 34 East, N.M.P.M.

Section 12: NE\(\frac{1}{2}\)NE\(\frac{1}{2}\), N\(\frac{1}{2}\)NE\(\frac{1}{2}\), S\(\frac{1}{2}\)

Section 13: All

Section 14: E\(\frac{1}{2}\)

Section 23: NE\(\frac{1}{2}\), NE\(\frac{1}{2}\)SE\(\frac{1}{2}\)Section 24: N\(\frac{1}{2}\), N\(\frac{1}{2}\)SE\(\frac{

Township 8 South, Range 35 East, N.M.P.M.

Section 5: SW4, W2SE4

Section 6: S2S2

Section 7: All

Section 8: N2NW4, SW4NW4, NW4NE4

Section 18: All

Section 19: All

Section 20: W2W2, E2SW4, S2SE4

- 2. That the lands embraced within the proposed unit area constitute 2,586.94 acres of Federal land and 2,783.24 acres of fee land.
- 3. Applicant is informed and believes and upon information and belief states: That the proposed unit area covers substantially all of the geological features involved, and that the Unit Agreement will permit the producing area to be developed and operated in the interest of conservation and the protection of waste of unitized substances and will not violate the correlative rights of any of the interested parties.
- 4. That Allied Chemical Corporation is designated as Unit Operator in said Unit Agreement, and as such is given authority under the terms thereof to carry on all operations necessary for the development and operation of the unit area for unitized substances subject to all applicable laws and regulations.
- 5. That the Unit Agreement is substantially in the same form as unit agreements heretofore approved by the Oil Conservation Commission, and it is believed and stated that the unitized area can be developed more economically and efficiently under the terms of the Unit Agreement to the end that the maximum recovery of hydrocarbons will be obtained.
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DATED this first day of May, 1969.

Respectfully submitted,

ALLIED CHEMICAL CORPORATION

Bv

S. B. Christy IV as a Member of the Firm of Hinkle, Bondurant & Christy

P. O. Box 10

Roswell, New Mexico 88201 Attorneys for Applicant GMII/esr

BEFORE THE OIL CONSERVATION COMMISSION OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING CALLED BY THE OIL CONSERVATION COMMISSION OF NEW MEXICO FOR THE PURPOSE OF CONSIDERING:

CASE No. 4139

Order No. R- 3766

APPLICATION OF ALLIED CHEMICAL CORPORATION FOR APPROVAL OF THE MILNESAND (SAN ANDRES) UNIT AGREEMENT, ROOSEVELT, COUNTY, NEW MEXICO.

*gui

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 - clock a.m. on , 1969, at Santa Fe, New Mexico, before Examiner Elvis A. Utz

NOW, on this___ __day of __May , 1969, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, and being fully advised in the premises,

FINDS:

- (1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
- (2) That the applicant, Allied Chemical Corporation seeks approval of the ___Milnesand (San Andres) Unit Agreement **ZRRRRX** covering __5370.18 acres, more or less, of Federal lands described as follows:

ROOSEVELT COUNTY, NEW MEXICO

TOWNSHIP 8 SOUTH, RANGE 34 EAST, NMPM

Section 12: NE/4 NW/4, 8/2 NW/4 Stands, and 5/2

Section 14: E/2

Section 23: NELY and NELYSELY

Section 29: N/2, N/2 S/2, SE/4 SW/4, and S/2 SE/4.

TOWNSHIP 8 SOUTH, RANGE 35 EAST, NMPM

dection 5: 5 w/4 and w/2 SE/4 -

Section 6: 5/2 5/2 -Lection ? all

Lection 8: N/2 NW/4, SW/4 NW/4, and NW/4 NE/4 Section 18: all

Section 19: all

Section 20. W/2 W/2, Etz SW/4, and S/2. SE/4

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

- (1) That the Milnesand (San Andres) Unit Agreement is hereby approved.
- (2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby approved in principle as a proper conservation measure; provided, however, principle as a proper conservation scontained in said unit that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or agreement, this approval shall not be considered as waiving or relinquishing, in any manner, any right, duty, or obligation which relinquishing, in any manner, any right, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.
- (3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.
- of said unit agreement by the Commissioner of Public Land for the State of New Mexico and the Director of the United States Geological Survey; that this order shall terminate ipso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.
 - (5) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

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NEW MEXICO OIL CONSERVATION COMMISSION

Santa Fe, New Mexico

May 21, 1969

EXAMINER HEARING

IN THE MATTER OF:

Application of Allied Chemical)
Corporation for a waterflood)
project, Roosevelt County,)
New Mexico.)

Application of Allied Chemical)
Corporation for a unit
agreement, Roosevelt County,
New Mexico.

Case 4140

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7.

Case 4139

BEFORE: ELVIS A. UTZ, Examiner



TRANSCRIPT OF HEARING

MR. HINKLE: I'm going to move that these two Cases be consolidated, 4139 and 4140.

MR. UTZ: Case 4139.

MR. HATCH: Application of Allied Chemical Corporation for a unit agreement, Roosevelt County, New Mexico.

MR. UTZ: 4140.

MR. HATCH: Application of Allied Chemical Corporation for a waterflood project, Roosevelt County, New Mexico.

MR. HINKLE: I am Clarence Hinkle, appearing on behalf of Allied Chemical Corporation. I have one witness in this Case.

CLYDE D. FORD

called as a witness, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

MR. UTZ: We had better put in the record that we are combining Case 4139 and Case 4140 for personal testimony only.

MR. HINKLE: Yes, sir.

BY MR. HINKLE:

Q Would you state your name, residence and by whom are you employed?

A My name is Clyde D. Ford. I live in Houston,
Texas. I am employed as Superintendent of Unitization,
Secondary Recovery, for Allied Chemical Corporation
Division, Union Texas Petroleum.

- Q Are you a graduate of petroleum engineering?
- A Yes, sir, I am.
- Q Have you testified previously before this Commission?
 - A No, sir, I have not.
- Q Will you state briefly your education qualifications and your experience as Petroleum Engineer?
- A I graduated with a B.S. in petroleum engineering from Louisiana State University in 1953. It was then, Stanlon Oil and Gas Company, now Pan American Petroleum Corporation; and I worked for them until 1960, doing engineering work, both reservoirs and production type engineering work. I went to work in 1960 with an independent oil company which properties were located mostly in west Texas and southeast New Mexico. And in 1964, I went to work for Union Texas Petroleum Division, Allied Chemical Corporation, and have been Superintendent of Unitization

Secondary Recovery, following projects in the entire United States, since 1966.

Are you familiar with the applications of Allied Chemical in these two cases?

Q What is Allied Chemical seeking to accomplish

with these two applications?

A In Case 4130, we are applying for the agreement approval and --

That is Case 4139.

Excuse me, that is 4139. We are applying for unit agreement approval, an approval of the unit area. In Case 4140, we are requesting a waterflood program, covering the identical unit area approved.

Have you made a study of the Milnesand Q. (San Andres) area?

And of the various wells that have been drilled Yes, sir, I have. in the area? In the proposed area?

Have you prepared, or have there been prepared Yes, sir. under your direction, exhibits to be introduced in this case?

- A Yes, sir.
- Q Refer to what has been marked as No. 1, which consists of a number of attachments which are referred to as Exhibit 1-A, B, and so forth; and refer to, first, Exhibit No. 1, and explain what this shows.
- A Exhibit No. 1, shows the general area in which the unit is requested to be approved. The unit area, itself, is outlined in red. It also shows the wells which are drilled within the unit area; and all wells which have been drilled within two miles outside of the unit area.
- Q Does this also show the character of the lands involved, whether they are Federal, State, or --
- A Yes, sir, it does. The Federal lands are indicated on the bottom of each of the major tracts.
- Q Are all the lands within the proposed unit area Federal lands or --
- A No, sir. Approximately 48.17 percent of the lands within the unit area are Federal lands. The remaining 51.83 percent are fee lands.
- Q Does Allied Chemical own a substantial part of the leases within the proposed unit area?
- A Yes, sir, we own all of the interests in Section 18, the north half and southwest quarter of Section 19

in Township 8, Range 35, and we own the south half of Section 13 of Township 8, Range 34.

Q Does this proposed unit include all of the wells within the Milnesand space (San Andres) producing area?

A The wells to the south are operated by Pan American Petroleum Corporation, under the Horton Federal Lease; at the election of Pan American, will not be included in the unit area. They have indicated they will cooperate with us on a flood, and in fact, there is a pressure maintenance project which has been approved, and they are using -- injecting water into wells in this area, now.

- Q This is immediately to the south in Section 29 and 30?
 - A Yes, and 31.
- Q What are some of the reservoir characteristics of the Milnesand (San Andres) Pool?

A Well, it is a San Andres dolomite, approximately 4500 or 4600 feet, and it consists of three porosity zones, which lie 750 feet below the top of the formation. The average net pay is 46 feet. It's fine to medium, crystal and brown with pinpoint to vuggy porosity. The average

porosity is 6.13 percent and the percentility --

- Q Refer to Exhibit 1-A, and explain what it shows.
- A Exhibit 1-A is a map of the unit area which shows all wells that have been drilled in the unit area, and wells that have been drilled within two miles of the unit area. But it shows in addition, by indicated circles, colored in red, those wells which will be used as injection wells, and, in addition, it shows the tracts numbers which have been designated and defined in the unit agreement.
 - Q How many proposed injection wells are there?
 - A There are 28 currently proposed injection wells.
- Q Now, in the notice of advertising, in Case 4140, it indicates there would be 33 injections wells?
- A There are some wells that are edge wells that were located around a well, which we only recently learned was permanently abandoned. It's required that we make some minor modifications to the injection program that we had planned originally, so that this current plans consist of 28 rather than 33 injection wells.
- Q Now, refer to Exhibit 1-B, which consist of a series of exhibits together, and explain what these are.

- A Exhibit 1-B is logs covering the intervals of the 28. The Jacob's Federal No. 10, the log was not available on this well. I don't know whether there was an original log run. We purchased these properties from El Chorro, but we could not find a copy of the log on No. 10. The other --
 - Q These have not been included?
- A That's right. Each one of the logs had been marked to show the three zones of the porosity that I mentioned earlier. They are called top zones, Zone 2 and Zone 3. It is apparent from each one of the logs that the zones are continuous throughout the reservoir.
- Q I refer to Exhibit 1-C, and will you explain this exhibit?
- A Exhibit 1-C is a plat showing the structure on the top of San Andres reservoir, which indicates that it is gently dipping anticline, which dip to the southeast.
- Q Does this tend to show that continuity of the entire reservoir San Andres formation, that is the unit area?
 - A Yes, sir.
- Q Now, refer to Exhibit 1-D, and explain to the Commission.

A Exhibit 1-D is the production curve showing the average monthly production of oils from wells within the unit area, plotted against time.

- Q First production was the early of 1959?
- A Actually, the first production, was July, 1958.
- Q Now, refer to Exhibit -- do you have any further comments with respect to that exhibit?
 - A No, not with respect to that exhibit.
- Q With reference to Exhibit 1-E, will you explain this?
- A Exhibit 1-E is just a chart, showing the production which went into the draft on the previous page. It also shows the cumulative oil productive, which through February of 1969, amounted to 4,391,395 barrels of oil.
- Q Now, refer to Exhibit 1-F, and explain this to the Commission.
- A Exhibit 1-F is a diagrammatic sketch of a typical injection well to be in the proposed plan of waterflood.
- Q That's the conversion of existing producing wells to injection wells, that you referred to?
 - A Yes, sir. All wells in the unit area are

completed singly. All of them will be wells that have casing entirely through. There is no variation as far as the type of wells, so we used a single diagrammatic sketch with a chart of Table 1, which is Exhibit 1-G, to show the various information corresponding to that shown on the diagrammatic sketch for the other wells which will be used as injection wells.

so, between these two exhibits, 1-H and 1-G, it does show all the information, with respect to the completion of the injection wells?

- It also shows how the casing has been cemented? Yes, sir. A Q
 - yes, sir.
 - How it was used, and so forth? A Q
 - yes, sir.
 - Quantities of cement used? Q

It also shows that we do plan to use plastic yes, sir. lined tubing for all of our injection wells, and we do plan to use inhibited fluid bekind the tubing in the annulus.

Now, what is the character of the water which

In these wells, the water which we propose to you intend to inject?

inject is salt water. It is produced water which comes from the Cross Roads Devonian Field, which is approximately 14 miles from the area that we are referring to here. This is salt water, and we have had it analyzed under, I think, Exhibit No. 4. The analysis is for both the San Andres produced water, which has a chloride content of one hundred and sixty-seven thousandth parts per million, and the second page of that exhibit is an analysis of the East Cross Roads water which has a chloride content of thirty-seven thousandth parts per million. You will also note, this analysis which was run by Dowell, on page 1, indicates there was no precipitant was noted when this water was mixed with East Cross Roads Devonian water, and allowed to stand for 72 hours; so we feel that we do have a compatible water system that we will be injecting here.

- Q Has this area been designated by the United States Geological Survey in an area suitable and proper for utilization?
 - A Yes, sir, it has.
 - Q Refer to Exhibit 2, and explain what this is?
 - A Exhibit No. 2 is a letter from a United States

Department of Interior, Geological Survey; signed by the Acting Director which approved as an area for unitization, the 5,370 acres which we are requesting to be approved here today.

- Q Does that letter also approve the proposed form of the unit agreement?
- A Yes, sir, we submitted a form of unit agreement, which the letter approved, subject to certain modifications which have been made in the exhibits which we are presenting here today.
- Q Is this form substantially the same form as heretofore been approved by the Director of the USGS and by the Commission where Federal and Fee lands are involved?
 - A Yes.
- Q Refer to Exhibit 3, being the unit agreement. Is this the form of unit agreement which you filed with the USGS for approval?
- A Yes, sir, including the modifications which they referred to in Exhibit 2.
- Q Now, who is designated as Unit Operator under the terms of the unit?
- A The Texas Petroleum and Division of Allied Chemical Corporation.
 - Q Does the unit plan to provide for participation

A Yes, sir, it does.

Under Section 13 of the unit agreement, there is an established formula on which the unit will be based. It is a two-phase formula, with the primary phasing being 25 percent of production from January 1, 1966 to September 1, 1966, and 75 percent on remaining primary, subsequent to September 1, 1966. This portion of the formula will continue until 2,284,845 barrels have been produced subsequent to September 1, 1966; after which the secondary phase will come into effect. And this is based 75 percent on the ultimate primary production, 5 percent on the porosity acre fee, and 20 percent on cumulative production to September 1, 1966.

Q Has this formula been agreed to by all the

A This formula has been agreed to by -- yes, sir, the formula has been agreed to by all the working interest owners by earlier meetings.

Q What is the present status of the execution of the unit agreement by the working interest owners, and by the owners of overriding royalty, and

A As of last Friday, the working interest signed up Phase One, was 87.204 percent and on Phase Two, by 83.6510

percent. The unit agreement provides, to be effective, that we have to have 75 percent sign-up, so we are well in excess of the required amount under the terms of the agreement.

O What do you anticipate you will end up with, as far as working interest owners, being --

A In excess of 95 percent. We have some tracts in here where the title is under dispute. We don't know whether we will ever get it signed-up.

- Q Is that edge acreage?
- A Yes, it is edge acreage, and will not substantially affect the unit, even if we cannot get it signed-up.
- Q Do you have any dead-line under the terms for approval?
- A Yes, sir. This unit provides that we have to have it effective by July 1, 1969, or it will terminate as of that date, so we are short-fuse.
- Q Are you requesting a project allowable in connection with the waterflood project?
 - A Yes, sir, we are.
 - Q In accordance with Rule 701 of the Commission?
 - A In accordance with Rule 701, yes sir.

 You asked also about sign-up of royalty interest,

which I did not indicate at that time. We have signed 76.94 percent of Phase One, and 86.0825 percent of Phase Two, royalty interest. Subsequent to last Friday, we have received some additional ratifications, but I don't have the amounts here with me today; but they are still coming in, the reason we are here with this Hearing at this time is because of the short-fuse we have on getting the unit effective.

In addition, the unit provides that only 65 percent of the royalty owners need approve it, for the unit to be effective. And as I mentioned, we have over 75 percent of Phase One and 85 of Phase Two.

O So you have no problem with respect to required numbers?

A No. sir.

Q Now, are you requesting administrative approval for addition injection wells, in the event you see a need for them in the future?

A Yes, sir, this is a San Andres type reservoir, which has historically been known to have fractures in it, which may or may not give you a problem when you start waterflooding. To combat this, the plan is to start with an inverted nine spots. Once the fracturing pattern becomes

apparent, if it is apparent, we will be able to work with it and, we propose possibly to modify this to a higher injection rate program; and we would like to have approval to change the pattern if it becomes necessary.

- Q Does the unit agreement provides for a plan of development to be filed at the time the unit is filed for final approval?
 - A Yes, sir.
- Q Have you formulated a plan of development at the present time?
 - A Yes, sir, we have.
 - Q Can you state briefly what it is?
- A Briefly, the plan of development will be to start out with the 28 injection wells without going into the pilot program, under the inverted nine spots program. Injecting approximately 700 barrels per day into each of those 28 wells, or a total of about 20,000 barrels per day of injected salt water. We propose to follow this for approximately one year, and look at the performance, and at that time, reevaluate our position.
 - Q In your opinion, in the event of the approval of this unit agreement, will it be in the interest of conservation and prevention of waste?

£ 7

A Yes, sir.

- Will it protect correlative rights?
- yes, sir.
- Will it also promote the greatest ultimate recovery of unitized substances?
 - Yes, sir.

MR. HINKLE: We would like to introduce

Exhibits 1 through 4, inclusive.

MR. UTZ: Exhibits 1 through 4, and including all parts, will be entered into the record of this Case.

(Thereupon, Applicant's Exhibits 1 through 4 were admitted in evidence.)

MR. HINKLE: I believe that is all of the

direct.

CROSS EXAMINATION

BY MR. UTZ:

- Mr. Ford, does Table 1 and Exhibit 1 lift all the proposed 28 injection wells?
 - Table 1 and Exhibit 1 -- 1-G?
 - Well, mine is just marked Table 1 --
- Oh, yes, yes, sir. That is Exhibit 1-G, and that is all of the 28.
- Is that the only listing you have in your exhibits of injection wells?

- Yes, sir, other than as shown on the map. MR. HINKLE: That's 1-A -- it shows the injection wells, too.
 - (By Mr. Utz) I mean, on the map?
 - Yes, sir, on the map. But this is the only

listing.

- We need the exhibit location, or by units.
- Well, it will be on the map and also on the logs -- the heading of the logs. It shows the location.
 - You are missing one log?
 - We are missing one log --

MR. HINKLE: Can you give them the location?

- I can give the location of that one. It's located -- well, let's see -- that would be 1,980 feet from the west line and 1,980 feet from the north line, Section 19.
 - And what was that well?
 - That's Union Texas Jacob's Federal No. 1.
 - Does the map have the well numbers on them, Q in accordance with Exhibit 1-G?
 - Yes, sir.
 - So, there will be no problem in correlating the map with the --
 - We made no authoration of well names to units A

names at this time.

Okay, because we will have to put the wells in the order by their unit number -- unit letter numbers -so we have got to locate them. You recall, there were no exceptions to your completion practices on all your wells. All of them will be plastic coated tubing?

- Yes, sir.
- Under a packer? Q
- Under a packer with inhibited fluid.
- Any other questions?

MR. HINKLE: That's all I have.

MR. UTZ: You may be excused. Statements?

The Case will be taken under advisement.

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WITNESS

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Applicant's Exhibits 1 through 4		17

STATE OF NEW MEXICO COUNTY OF BERNALILLO

I, KURLEEN MCCUTCHEN, Court Reporter in and for the County of Bernalillo, State of New Mexico, do hereby certify that the foregoing and attached Transcript of Hearing before the New Mexico Oil Conservation Commission was reported by me, and that the same is a true and correct record of the said proceedings, to the best of my knowledge, skill and ability.

MY COMMISSION EXPIRES: May 22, 1973

I do horeby certify thet the corocaling of the proceeding of the proceeding of the processing of the p Conservation



UNION TEXAS PETROLEUM DIVISION

Corporation ___

1300 WILCO BUILDING • MIDLAND, TEXAS 79701 • AREA CODE, 915, 682-0515

September 12, 1969

401 K

State of New Mexico Oil Conservation Commission State Land Office Building Sante Fe, New Mexico 87501 SEP 1 5,0969

Re: Milnesand Waterflood Project Roosevelt County, New Mexico Case No. 4139, Order No. R-3766

Gentlemen:

The latter part of August we forwarded to you certified copies of ratification of unit agreement of Working Interest Owners in subject project. At that time we inadvertently failed to enclose certified copies of ratification by royalty owners, also the copy of ratification by Union Texas Petroleum was not certified.

Enclosed is certified copies of ratification by Union Texas Petroleum and certified ratification of all royalty interest holders who have ratified as of this date.

Respectfully,

D. M. Dougherty
G. M. Dougherty

GMD:fr

Enclosure

. .

11.

435 ______

467

ultimate recovery, conservation purposes and proper protection of the parties and interests.

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

ALLIED CHEMICAL CORPORATION

March/19, 1969

Attorney-in-Fact

- HOP

March 24, 1969

Hora Weathersby, Individually and as executing of the estate of b. W. Weathersby, decrased

STATE OF TEXAS

	COUNTY OF HARRIS
	The foregoing instrument was acknowledged before me this
5. 55.5	17th day of March, 1969, by JE me Collum
	Attorney-in-Fact for ALLIED CHEMICAL CORPORATION, a New York corporation
. settering	tion; on behalf of said corporation.
16	My commission expires:
1.0	June 1969 Notary Public V
3	The state of the s
Projection (Control of the Control o	
• •	STATE OF TEXAS I
	COUNTY OF TRAVIS
. Julianistis	The foregoing instrument was acknowledged before me thi
Arth 9	My commission expires: Ly 76 day of 7/farch, 1969, by Flora was acknowledged before me this My commission expires: Recipit 1 19 69 Notary Public
	My commission expires:
	freie 1, 1969 Course Public Notary Public
Market Street	Minister 1
	STATE OF
•	COUNTY OF
	BEFCRE ME, the undersigned authority, on this day
	personally appears, known to me to be the
	person who executed the foregoing instrument as
•	of, and acknowledged to me tha
•	he executed the same for the purposes and consideration therein
	expressed; as the act and deed of said corporation and in the
	capacity therein stated.
•	
	GIVEN under my hand and seal of office this day
	of, 1969.
	My commission expires:

	and correct co	ss (County Cler py of the original ith the original.			
Witness 19 <u>69</u> .	my hand and s	in the original. eal of office this_	day of	lesten	ber
	By.	mot	COUNTY CLERK	Depu	ity .

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 3¹ and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Ardres) Unit as initially
constituted, depending upon whether such Tracts qualify for inclusion therein, as
provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 19	rch 20th., 1969	
accesses.	(A.R.Haloy)	De All Nale
	(Mamic Haley)	He Thomas alakal

STATE OF	~
COUNTY OF	
BEFORE ME, the undersigned authority, and State, on this day personally appeared known to me to be the person whose name is subscient.	a Notary Public in and for said County
for	<i>,</i>
a corporation, and acknowledged to me that he excorporation for the purposes and consideration therein stated.	Recuted the same on behalf of said therein expressed, and in the capacity
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this day of
1969.	
	NOTARY PUBLIC in and for
	, County
STATE OF Toxas	
COUNTY OF Mills	
Secretarian de la company	
BEFORE ME, the undersigned authority, and State, on this day personally appeared A. known to me to be the person whose name is substacknowledged to me that he executed the same for expressed.	cribed to the foregoing instrument, and
ATTION AND THE WARE STATE OF ADDITIONAL CONTRACT OF ADDITIONAL CONTR	Bullet 00 day of Windle
GIVEN UNDER MY HAND AND SEAL OF OFFICE	this 28 day of March,
	Exertise with
	NOTARY PUBLIC in and for
	Mills , County Toxan
Soal (E.B.Gilliam Jr.,)	Mills County Toxan
STATE OF Texas	\mathcal{Y}
DIAID OF 10ANS	
COUNTY OF Mills	•
BEFORE ME, the undersigned authority,	on this day personally appeared
Mamie Haloy wife of	A.R. Haley
known to me to be the person who have is subshaving been examined by me privily and arall frully explained to her, she, the SAID WIFE, ack and deed and declared that she had willingly si sideration therein expressed and in the capacit	om her husband, and having the same nowledged such instrument to be her act gned the same for the purposes and con-
wish to retract it.	
GIVEN UNDER MY HAND AND SEAL OF OFFIC	E this 28 day of March,
1969.	
Seal (E.B.Gilliam Jr.,)	EN Cheman
South full distant or of)	NOTARY PUBLIC in and for
	\mathcal{J}_{ij}
	Mills , County Texas
STATE OF NEW MEXICO	

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:00 O'Clock A.M. 572

Book Col Pago

Clork Met of Algericansh

Deputy 11 sterred lie for a

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I,	(County Clerk) do hereby certify the foregoing copy of the originat on file in my office and that I have with the original.
to be a full, true and correct	the description -
carefully compared the same	with the original.
Witness my hand an	d seal of office this 4 day of December 1
10 60	NELDA HAYHURST
39,00	COUNTY CLERK
	By Sulfile Deputy,

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Gril 11, 1969	allie Champton
Attest:	By: /
	Its:

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COUNTY OF	<u> </u>				
and State on t	E ME, the undersign his day personally be the person whose	horearre	·		•
	and acknowledged to the purposes and	o me that he exe			
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STATE OF <u>NEW</u>	MEXICO 0	_			₹ 7
COUNTY OFRO	OSEVELT /				
DERIOD	E ME, the undersign	ila outrantii a	Notous Deble		- ota Country
acknowledged to expressed.		ed the same for	this 11th NOTARY	and considerated and co	pril ,
			Roosevelt	, County	New Mexico
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COMARDO OF	ለ				
STATE OF	· · · · · · · · · · · · · · · · · · ·	N.	e de la companya de l		
COUNTY OF	Q	*	•	· · · · · ·	4.2°
known to me to having been exa fully explained and deed and de	be the person whose mined by me privil to her, she, the clared that she have in expressed and it.	wife of e name is subscr y and apart from SAID WIFE, acknown d willingly sign	ibed to the for her husband, owledged such and the same for	oregoing inst and having t instrument to or the purpos	rument and he same be her act es and con-
	UNDER MY HAND AND	SEAL OF OFFICE	this	day of	<u> </u>
1969.		*			
• • • • • • • • • • • • • • • • • • •					* . * **
			NOTARY P	UBLIC in and	for
en e				County _	

STATE OF NEW MEGCO COUNTY, OF ROOSEVELT Rocorded this

JUN 3 1983

A1 8:59 O'Clock AM 570 Book 61 Page Clerk Melda Higheret Poputy if Shinckery sed

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NELDA HAYHURST	(County Clerk) do hereby certify the foregoing set copy of the original on file in my office and that I have
to he a full, true and corre	ALCODA MI TILL ALCOME.
19_69_	COUNTY, CLERK Probble Deputy
No.	V/

37)

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

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provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

EXECUTED this 27 day of march, 1969

Lillian H. Coll, individually and as trustee under the will of Max W. Coll

STATE OF _	 \$			
COUNTY OF	0			en e
•	BEFORE ME, the undersign	ned authority, a	Notary Public in	and for said County
and State.	on this day personally to be the person whose	appeared		,
P. 1.		for		· · · · · · · · · · · · · · · · · · ·
	ion, and acknowledged to on for the purposes and cated.			
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STATE OF	New Mexico	•	e war in the second of the sec	
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COUNTY OF	Chaves		County Clerk	
•.	BEFORE ME, the undersig	ned authority, a		and for said County
	on this day personally			· · · · · · · · · · · · · · · · · · ·
known to n	ne to be the person whos ged to me thatshe execut	e name is subscr	ibed to the forego	ing instrument, and
expressed		ed the same not	the purposes and c	onstactation uncrem
The state of the s	A Committee of the Comm		en e	and the second
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			Larraene M	Off A
		County C1	erk NOTARY-PUBLA	£ in and for
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	A Section of the sect	e e e	Roswell ,	County Chaves
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Same of Section				
STATE OF		•		i.
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77 - 17 - 17 - 17 - 17 - 17 - 17 - 17 -	BEFORE ME, the undersig	med authority, c	n this day persona	ıllv anneared
ne. Lijewaji ja 11. tili in		wife of		and the second second
known to	me to be the person whos	e name is subscr	ibed to the forego	oing instrument and
having be	en examined by me privil lained to her, she, the	y and apart from SATD WIFE, ackno	ner nuspana, ana wledged such instr	naving the same
	and declared that she ha			
	n therein expressed and	in the capacitie	s therein stated,	and that she did not
wish to r	etract it.	•		•
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			NOTARY PUBLIC	; in and for
	$\mathbf{t}_{i,j,j}$		·	County
-	STATE OF NEW 1	MEXICO		*
47.7	COUNTY OF RO	OSEVELT	7. • •	
	Recorded #	his	•	

JUN 3 1969

At 8:58 O'Clock A.M. 568
Book 6/ Paga Tryliene

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Maich 28 1969
Attest:

Aman Mary Lendry
Its:

•	
STATE OF	
Α	12 amatu
BEFORE ME, the undersigned authority, a No	tary Public in and for said County
and State, on this day personally appeared known to me to be the person whose name is subscribe	d to the foregoing instrument as
and State, on this day person whose name is subscribe	to one raid,
known to me to be the person whose hame to for a corporation, and acknowledged to me that he execut corporation for the purposes and consideration there	ed the same on benall of salu
a corporation, and acknowledged a consideration there	in expressed, and
therein stated.	an of
therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE the	is day or
1969·	
	NOTARY PUBLIC in and for
	, County
	, country
STATE OF New Jersey	
COUNTY OF Hunterdon	- 1212 in and for said County
• a suthonity a	Notary Public III and 107
and State, on this day personally appeared Don known to me to be the person whose name is subscribed to me that he executed the same for the same fo	bed to the foregoing instrument, and
and State, on this day personally appeared known to me to be the person whose name is subscribed acknowledged to me that he executed the same for th	he purposes and consideration
anknowledged to me and	
expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE	this 28th day of March
GIVEN UNDER MY HAND AND SECTION	
1969.	anna May Mending
	NOTARY PUBLIC in and for
er en	New Jersey County Hunterdon
	New Jersey County number de miles and morany subme de miles and mi
	MOTARY ACCORDED the page 10, 2071
STATE OF New Jersey	
SIAID OF	
COUNTY OF Hunterdon BEFORE ME, the undersigned authority, wife of	on this day personally appeared
BEFORE ME, the undersigned authority, wife of Rita M. Childers	Don Childers instrument and
Rita M. Childers	cribed to the loresone the same
known to me to be the first and apart in having been examined by me privily and apart in	nowledged such instrument to be her act
having been examined by me privily and apart and having been examined by me privily and apart are having been examined by me privily and apart are fully explained to her, she, the SAID WIFE, ack fully explained to her, she had willingly si and deed and declared that she had willingly si and deed and declared that she had willingly si and deed and declared that she had willingly si	gned the same for the purposes and that she did not
fully explained to her, she, the SAID wire, she fully explained to her, she, the SAID wire, and deed and declared that she had willingly si and deed and declared that she had willingly si and deed and therein expressed and in the capacit	ies therein books
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GIVEN UNDER MY HAND AND SEAL OF OFFICE	E this
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	Ama Main frending
	NOTARY PUBLIC in and for
	New Jersey , County Hunterdon
este de la companya de la companya Anno de la companya	MON STATE OF MAN HASEY
STATE OF NEW MERICO	My Commission Empires Merch 0, 1971
COUNTY OF ROOSEYEL	···
JUN 3 1969	
A 8:56 O'Close A	м. 564

STATE OF NEW MEXICO		
COUNTY OF ROOSEVELT	SS	
I, NELDA HAYHURST.	(County Clark) do hereby certify	the loregoing
to be a full, true and correct co	opy of the original on file in my office a	and that I have
carefully compared the same w	ith the original.	
Witness my hand and	seal of office this 4 th day of	usuet
19 69.	and the second of the second o	0
	NELDA HAYHURST	
•	COUNTY CLERK	
By	mk shele	Deputy
	- 1	

RATIFICATION OF AGREEMENT'S ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

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

DATE:	APRIL 10,	1969		acia	<u>Carreix</u>	
Attest	;		By:	En cut	rale	
			Its:			

STATE OF		0	•	563
COUNTY OF				
and State		2 Samuel new	a Notary Public in and for cribed to the foregoing ins	
known to	me to be the person wh	rose name is subs for	cribed to the foregoing ins	trument as
a corporation therein s	on for the purposes ar	to me that he e	xecuted the same on behalf therein expressed, and in the	of said he capacity
1969.	GIVEN UNDER MY HAND A	AND SEAL OF OFFIC	E this day of	,
1909.				, , , , , , , , , , , , , , , , , , ,
:		and the second	NOTARY PUBLIC in	and for .
			, Coun	ty
STATE OF	TEXAS	δ .		
COUNTY OF	4 1 4 1 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	≬		
known to	, on this day personal me to be the person wh ged to me that he exec	ly appeared ose name is subs	a Notary Public in and for JOE CARROLL cribed to the foregoing instruction the purposes and considerate	trument, and
	GIVEN UNDER MY HAND A	AND SEAL OF OFFIC	E this 10th day of	APRIL
1969.	Witness and Witnes		NOTARY PUBLIC in and Kelly HIDALGO, County	een D. Madson
Will OF HIDE	it tillita			
STATE OF	TEXAS		ere en	
COUNTY OF	HIDALGO	0		**
having be fully exp and deed sideration	me to be the person when examined by me privolained to her, she, the and declared that she on therein expressed are etract it.	wife of nose name is substituted and apart from SAID WIFE, ack had willingly sind in the capacit	on this day personally app JOE CARROLL cribed to the foregoing ins om her husband, and having nowledged such instrument t gned the same for the purpo ies therein stated, and tha	trument and the same o be her act ses and con-
1969	GIVEN UNDER MY HAND A	AND SEAL OF OFFIC	E this 1078 day of A	PRIL ,
Will Sile	NA,		× 2	
	A.S. M.		NOTARY PUBLIC in and	for for
	1×11 191 191 191		HIDALGO , County	TEXAS
A STATE OF THE PARTY OF	Hints and the second			

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 8:55 O'Clock A.M.
Book 61 Pego
Clerk Medical Stands
Copuly A Street

COUNTY OF ROOSEVELT SS	
to be Will, rue and correct copy of the original on life in my office an	he foreg oing nd that I have
Witness my hand and seal of office this 4 day of 1969	laust
NELDA HAYHURST	0
By maille	Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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Attest:				By: H. B. Com work
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BEFORE ME, the undersigned authority, a Notary Public in and for said Count and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	STATE OF	.0	
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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 sala Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" extached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS MY HAND at Midland, Texas, this 24th day of March, 1969.

Aller Center Contract

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Hayhurst

COUNTY CLERK

By MELDA HAYHURST

COUNTY CLERK

RATIFICATION OF AGREEMENTS ENPITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township & South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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 Opérating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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Attest:	By: Jem Conc
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT ss (County Clerk) do hereby certify the foregone NELDA HAYHURST (County Clerk) do hereby certify the foregone to be a full, true and correct copy of the original on file in my office and that I have to be a full, true and correct copy of the original. carefully compared the same with the original. Witness my hand and seal of office this 4 Mayhurst	
Witness my hand and seal of office this	
ma Colle	
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN AIDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHERFAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracis identified by said exhibits.

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

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Attest:	By:

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DUNTY OF		, a Notary Public in and for said County,
BEFORE ME, the	undersigned authority	executed the same on behalf of said
BEFORE ME, the	ersonally appeared	oscribed to the foregoing instrume,
nown to me to be the pe	rson whose hame for	the came on behalf of said
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corporation for the puri		•
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COUNTY	. undergioned author	ity, a Notary Public in and for said County NYNES Subscribed to the foregoing instrument, and me for the purposes and consideration therein
BEFORE ME,	r personally appeared	AMES the foregoing instrument, and
and State, on this day	nerson whose name is	subscribed to she subscribed the purposes and consideration therein
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JUN 3 1969

At 8:51 O'Clock AM 55!

Book 61 Page They have at

Deputy Definition

STATE OF NEW MEXICO COUNTY OF ROOSEVELT ss
to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.
Witness my hand and seal of office this 4 day of June 19
HELDA HAYHURST
By Son Relate Deputy

thir

RATTFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILHESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WITNESS WHEREOF	, each of the undersigned parties ha	s executed this
instrument on the date set for	orth below opposite its signature.	3
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COUNTY OF	`			
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	tion, and acknowledged to the purposes and stated.			
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COUNTY OF ROOSEVELT	
carefully compared the same	(County Clerk) do hereby certify the foregoing copy of the original on file in my office and that I have
Witness my hand and	with the original on file in my office and that I have seal of office this 4 day of NELDA HAYHURST
19 <u>69</u>	NELDA HAYHURST
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	COUNTY CLERK
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracis identified by said exhibits.

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

instrument on the date set forth below off	May min Com Kastmand
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Attest:	Its:
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DEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared in the composition of the purposes and consideration therein expressed, and in the capacity therein stated. OLVEN UNDER MY HAND AND SEAL OF OFFICE this day of County of the University of the same of the capacity therein stated. OLVEN UNDER MY HAND AND SEAL OF OFFICE this day of County of Count	COUNTY OF				
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a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	and State known to	, on this day	personally appeared person whose name is	d. Niver and the foregoing subscribed to the foregoing	grafia temperatura manada garangan garang garangan garang garangan garang garang garangan garang garang garang garang ga
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STATE OF BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, or this day personally appeared to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNIDER MY HAND AND SEAL OF OFFICE this day of NOTARY FUELIC in and for NOTARY FUELIC in and for the purpose and the same for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNIDER MY HAND AND SEAL OF OFFICE this day of NOTARY FUELIC in and for sideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. SIAIE OF NEW MENICO COUNTY OF RECOSSYELL Recorded this for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. SIAIE OF NEW MENICO COUNTY OF RECOSSYELL Recorded this for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. SIAIE OF NEW MENICO COUNTY OF RECOSSYELL Recorded this for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. SIAIE OF NEW MENICO COUNTY OF RECOSSYELL Recorded this for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. SIAIE OF NEW MENICO COUNTY OF RECOSSYELL Recorded this for the purpose and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract the purpose and consideration therein expressed and in the c	1069.	GIVEN UNDER I	MY HAND AND SEAL OF	OFFICE this day of	
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STATE OF	COUNTY OF			• • • • • • • • • • • • • • • • • • •	*
STATE OF	known to acknowled	, on this day me to be the ged to me tha	personally appeared person whose name is	d <u>Manual Cane N</u> s subscribed to the foregoin	ng instrument, and
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STATE OF	1969.	GIAFM ONDER	MI HAND AND SEAL OF	orrice this day	01 1:181:1
STATE OF				madeline P	saked "
STATE OF BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of NOTARY PUBLIC in and for STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this JUN 3 1969 At 5.53 O'Clock T.M. 5.58 Book Gel Pasa F. Butharman				NOTARY PUBLIC	in and for
BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this				Lablack,	County 3:40.
BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	4.6				
BEFORE ME, the undersigned authority, on this day personally appeared wife of	STATE OF	•	O		
known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of NOTARY PUBLIC in and for STATE OF NEW MEMICO COUNTY OF ROOSEYELT Recorded this JUN 3 1969 A B:53 O'Clock MM. 558 Book A Person Franchischer Clock DOCLARM STARMARTING	COUNTY OF	· 	δ		
known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this		BEFORE ME, t		ority, on this day personal	ly appeared
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Clerk ACLA BELLEVILLE [reputy PALAULE	wish to r	STATE OF COUNTY O	NEW MEXICO OF ROOSEYELT inded this 3 1969	NOTARY PUBLIC , C	in and for
	wish to r	STATE OF COUNTY O	NEW MEXICO OF ROOSEYELT inded this 3 1969	NOTARY PUBLIC , C	in and for

STATE OF NEW MEXICO		
COUNTY OF ROOSEVELT	SS	(County Clerk) do hereby certify the foregoing
		of the original on file in my office and that I have
carefully compared the same Witness my hand and	d sea d	of office this 4th day of August
19 69.		NELDA HAYHURSTI
	_	COUNTY, CLERK
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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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Attest:		By:		
·	•	Its:		

STATE OF	0		_ 00)
COUNTY OF	0		
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JUN 3 1969

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I, NELDA HAYHURST		
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carefully compared the same wi	th the original.	,
Witness my hand and s	eal of office this 4 Rday of a	ugust
19,69	NELDA HAYHURST	
ş ´+	COUNTY CLERK	_
_у , ж. ж. ж Ву ,	In Rebble	Deputy

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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELL COUNTY, NEW MEXICO

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Unit Operating Agreement; and the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for provided in said Agreement; and counterpart execution and for ratification by other instrument agreeing to be bound

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, by the provisions of said Agreements; and Production Payment, Working Interest Owner, or any combination, as defined in said

Unit Agreement, in one or more of the Tracts identified by said exh. its.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

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

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corporation, and acknot corporation for the purp therein stated	wledged to me that	he executed th	e same on behalf	of said
GIVEN UNDER MY	HAND AND SEAL OF (OFFICE this 2	day of May	1362,
		Chas	Cas M Maj NOTARY PUBLIC in Mexcess, Coun	and for
		News	Nexcea, Coun	ity Lea
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BEFORE ME, the and State, on this day p known to me to be the pe acknowledged to me that expressed.	rson whose name is	subscribed to	the foregoing ins	trument, and
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COUNTY OF	0		. (3) 	. * S* s ₁ .
BEFORE ME, the	undersigned author wife		ay personally app	pear ed
known to me to be the pe having been examined by fully explained to her, and deed and declared th sideration therein exprewish to retract it.	me privily and apar she, the SAID WIFE at she had willing	ct from her hus acknowledged by signed the s	band, and having such instrument t ame for the purpo	the same to be her act oses and con-
	HAND AND SEAL OF	OFFICE this	day of _	·
1969.	en e		1.2.2.2.3.3.4.	1 - 1 11
and the second of the second o				*
		NOT	ARY PUBLIC in and	for
			, County	
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	STATE OF NEW MEXIC	CO	Jacky Control	

COUNTY OF ROOS
Recorded this

JUN 3 1969

At 8:47 O'Clock A.M. 546
Book 61 Page Tripling at
Clerk Freday Mayhourst
Deputy Drip 2006

COUNTY OF P. NELDA H. NELDA H. to be a full, tructarefully compared	COOSEVELT AYHURST	ss (County) 1 copy of the oth	Clark) do hereby cer ोजन on hie in my affi l.	ice and that I have
Witness	my hand ar	nd seal of office t	his # Th day of _c	Quemi
19_69	· 、 .	N	ELDA HAYHURST	
Miner de consu	r - 100 100 100 100 100 100 100 100 100 1	Ву	COUNTY CLERI RABLE	C Deputy

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 3h and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature Me, Easter maggie bacter Marcy Miller

JUN 3 1969

At 8:46 O'Clock A.M. 544

Book 61 Page Jackwest

Clerk Nella Hackwest

Doputy making the

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NEIDA HAYHURST (County Clark) do hereby certify the loregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.	·
Witness my hand and seal of office this Aday of August NELDA HAYHURST	
By Subble Deputy	

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

DELTEX EGYALITY COMPANY, INC.

Stoget B. Com 9.

STATE OF _	<u> 2 700</u>				•	. 945
COUNTY OF _	Transparty.	φ	* *		*	
		ne undersigned a personally appe		<u>-</u>		-
known to me	e to be the	person whose nam	e is subscr	ibed to the fo	oregoing instru	ment as
a corporation therein sta	n for the pur	nowledged to me rposes and consi	that he exe deration th	cuted the same erein expresse	e on behalf of a	said capacity
1969.	GIVEN UNDER 1	MY HAND AND SEAL	OF OFFICE	this 25th day	y of <u>Kárch</u>	,
		•		Eur	in R Cra	H
dy Comis June 1,	ssion expire: 1969)		NOTAR	Y PUBLIC in and	for
		11		Terrent	County	Texas
STATE OF		Ŏ	en e	•	•	*** *
COUNTY OF						
and State, known to me	on this day e to be the p	ne undersigned a personally appe person whose name	ared ne is subscr	ibed to the ?	orėgoing instru	ment, and
expressed.	ed to me that	t he executed th	le same for	the purposes	and consideraci	on cherein
1969.	GIVEN UNDER 1	MY HAND AND SEAL	OF OFFICE	this	day of	,
				NOTARY	PUBLIC in and f	or
	**************************************		**************************************	•	, County	
STATE OF _)	₩,	a de M	1	e
COUNTY OF	· · · · · · · · · · · · · · · · · · ·	Q	•			
	-	he undersigned a			F.A.	
having bee fully expl and deed a	n examined b ained to her nd declared therein exp	person whose name y me privily and she, the SAID that she had will ressed and in the	ne is subscr apart from WIFE, acknowlingly sign	n her husband, owledged such ned the same f	and having the instrument to b or the purposes	same e her act and con-
1969.	GIVEN UNDER	MY HAND AND SEAI	OF OFFICE	this	day of	,
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				NOTARY P	UBLIC in and fo	r
			•		, County	
* · · · · · · · · · · · · · · · · · · ·	24.7	STATE OF NEW MI	EXICO	* ************************************		٠.
	•	COUNTY OF ROO) 		a man and a	and the second

JUN-3 1969

At 8:45 O'Clock A.M. 542 Book lol Page finderst Clerk Field & Francerst Deputy McKeller

STATE OF NEW MEXICO COUNTY OF ROOSEVELT 55	
I, NELDA HAYHURST	(County Clark) do hereby certify the foregoing
to be a full, true and correct con	7 of the original on file in my office and that I have
carefully compared the same will	al of office this 4 day of August
Witness my hand and se	al of office this 4 day of allegues
12,42,4	NELDA HAYHURST
	COUNTY CLERK
Ву_	mkibble Deputy
esion .	

RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

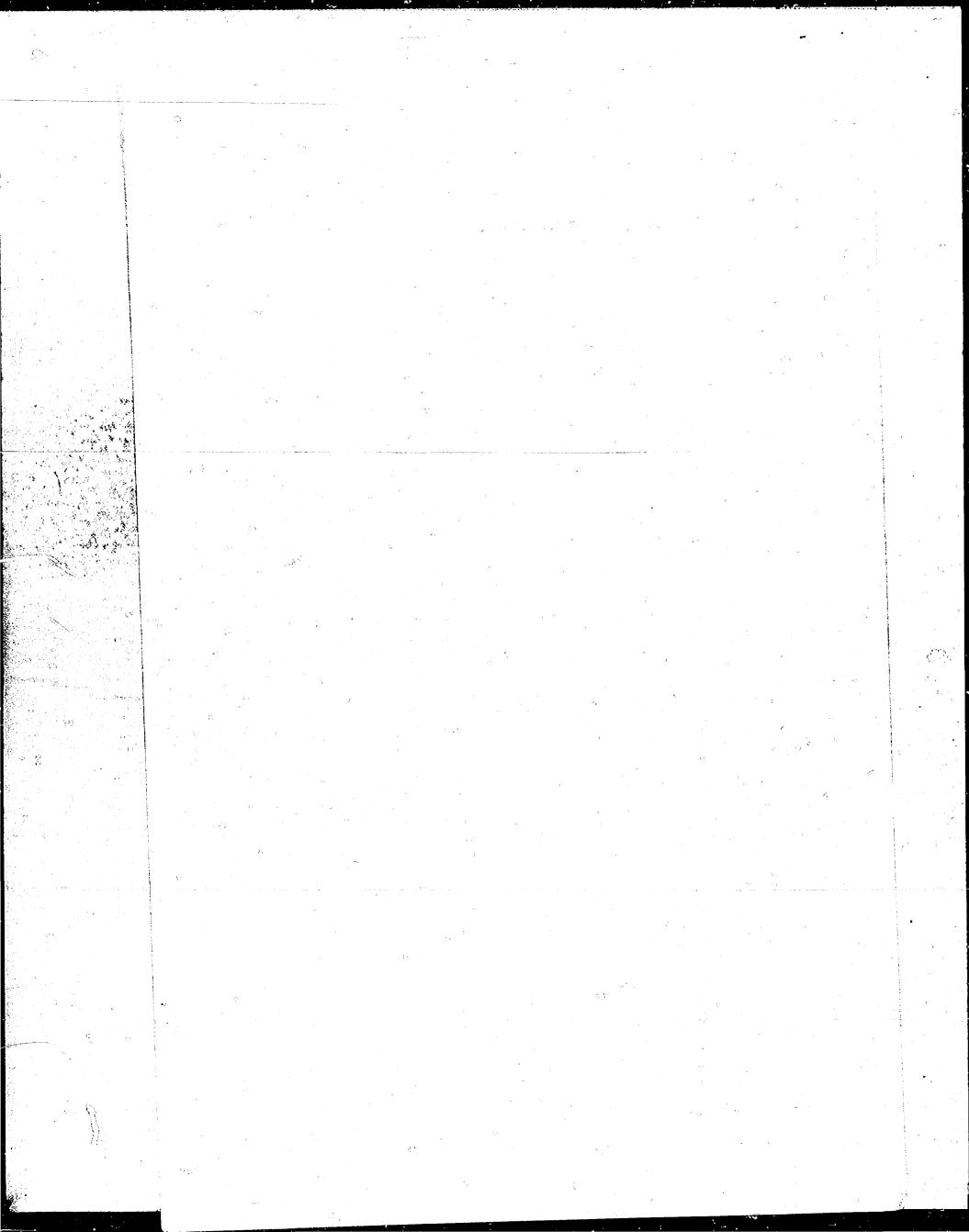
NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

EXECUTED this the 28th day of march, 1969.

Ben F. Finley, Independent Executor & Trustee under the Will of Zenobia Finley, Deceased

Finley, Deceased
Social Security # Ben F. Finley

465-60-8773



STATE OF	PEXAS	<u> </u>			· ·	• •
COUNTY OF	PERRY	\				
and State, o	FORE ME, the under in this day person	ally appeare	ed BrnxRxx	Kankay		,
known to me	to be the person	whose name i	s subscribed for	to the fore	egoing instr	ument as
	n, and acknowledge for the purposes ed.					
GI 1969.	VEN UNDER MY HAND	AND SEAL OF	OFFICE this	day o	of	,
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	- J. 1		·	NOTARY	PUBLIC in an	d for
		1.45° 1		• 4	, County	•
•			State Control of the		councy	
STATE OF TE	XAS	0				
COUNTY OF T	ERRY	ð			Circles.	
	FORE ME, the unde	ersioned suth	ority a Not	ary Public	in and for s	aid County
and State, o	on this day person	ally appeare	ed Ben F	. Finley		,
	to be the person to me that he ex					
Aexpressed.			•1 *			
ĠĨ	VEN UNDER MY HANI	AND SEAL OF	F OFFICE this	28th	day of 2	narch,
5.1969.						
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STATE OF		Y				
COUNTY OF		Q				
BI	EFORE ME, the unde			is day pers	onally appea	r ed
	to be the person	whose name				
	examined by me prined to her, she,					
and deed and	l declared that sl	ne had willing	ngly signed t	he same for	the purpose	s and con-
sideration to wish to reta	therein expressed	and in the	capacities th	erein state	d, and that	shadid not
	the same and the s	D AND ORAL O	a OPERTOR AND	• • • • • • • • • • • • • • • • • • • •	2220	
1969.	EVEN UNDER MY HAM	D AND SEAT O	f Office this		day of	
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	STATE OF NE	POOSEVELT				

COUNTY OF ROOS

JUN 3 1969

At 8:114 O'Clock A.M. 510

Book 61 Page tarkerst

Clerk helds the been freputy missible.

STATE OF NEW MEXICO		34.27
COUNTY OF ROOSEVELT	- se	
NELDA HAYHURST	(County Clerk) do hereby certify	the foregoing
carefully compared the same	copy of the original on file in my office	and that I have
Witness my hand and	seal of office this 4 th day of a	ill and
19 <u>69</u> .	NELDA HAYHURST	again.
	COUNTY CLERK	
	By_ mk.bble	Deputy

543

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Regalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Argires) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" accached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits. IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite her signature.

DATE April 11th, 1969

BEATRICE MANEY BRANIFF, a widow

By Muzic Many Braniss, her Attorney-in-fact

	The state of the s		
STATE OF		0	arr
COUNTY OF		0	
and State. o	on this day perso	nally appeared	Notary Public in and for said County ibed to the foregoing instrument as
a corporation corporation therein state	for the purposes	ged to me that he exe and consideration th	cuted the same on behalf of said terein expressed, and in the capacity
	IVEN UNDER MY HAN	D AND SEAL OF OFFICE	this day of,
1969.			
* 4			NOTARY PUBLIC in and for
in ± • Here			, County
STATE OF C	klahoma	0	
COUNTY OF _		0 %	
and State, known to me acknowledge expressed.	on this day perso to be the person d to me that the at	onally appeared Marion whose name is subscribed exheins and flore	Notary Public in and for said County e Maney Braniff as attorney-in-fact, ribed to the foregoing instrument, and the purposes Manux Charlestation therein this day of April 96, NOTARY PUBLIC in and for Oklahoma COMH OKPIRG S 925
STATE OF		O.	
COUNTY OF _		0	
. .	EFORE ME, the und	dersigned authority, o	on this day personally appeared
having been fully expla and deed an	examined by me prined to her, she, declared that's therein expressed	privily and apart from the SAID WIFE, acknowledge, the ball willingly sign	ribed to the foregoing instrument and n her husband, and having the same owledged such instrument to be her act ned the same for the purposes and cones therein stated, and that she did not
O	IVEN UNDER MY HAN	ND AND SEAL OF OFFICE	this day of,
1969.			
		4.11 · ·	
	·	en e	NOTARY PUBLIC in and for
	د		NOTARY PUBLIC in and for, County

JUN 3 1969

At 8:48 O'Clock A.M. 548

Book 61 Page for Durit

Deputy 212 File Land

STATE-OF NEW MEXICO COUNTY OF ROOSEVELT	SS
to be a full, true and correct carefully compared the same	(County Clerk) do hereby certify the foregoing copy of the cristial on file in my office and that I have
Witness my hand an	d seal of office this 4 th day of august
1967	NELDA HAYHURST
	COUNTY CLERK By Solle Deputy

RATIFICATION OF AGREFMENTS EMPITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: This IS 15, 1969

Attest:

By:

Its:

STATE OF	0	÷ .		
COUNTY OF	٥		,	
BEFORE ME, the and State, on this day		thority, a Notary	Public in and fo	or said County
known to me to be the]			the foregoing in	strument as (
a corporation, and acknowledge corporation for the pur therein stated.		hat he executed t		
GIVEN UNDER 1	MY HAND AND SEAL	OF OFFICE this	day of	
		•		
		-	NOTATY PUBLIC in	and for
	and the second		, Con	inty
STATE OF THE	60 0		*	
COUNTY OF	llas V			
and State, on this day known to me to be the packnowledged to me that expressed.	personally appea person whose name	is subscribed to	the foregoing in	nstrument, and
GIVEN UNDER 1	MY HAND AND SEAL	OF OFFICE this	25 day of	Cipul,
			Sollar Bill	O Colle
		N	OTARY PUBLIC in a	and for
		ANNA	BELLE COLLIER, Notary	
			and for Dallas County, Te	
STATE OF		My Co	ommission Expires June 1,	, 1971
COUNTY OF	0			
BEFORE ME, th		thority, on this	day personally a	ppear ed
known to me to be the phaving been examined by fully explained to her and deed and declared sideration therein expension to retract it.	person whose name y me privily and , she, the SAID W that she had will	is subscribed to apart from her hu IFE, acknowledged ingly signed the	sband, and having such instrument same for the purp	the same to be her act poses and con-
GIVEN UNDER 1	MY HAND AND SEAL	OF OFFICE this	day of	
	•			
		NO	TARY PUBLIC in ar	nd for
			, County	,
			A*	

JUN 3 1969

At 9:41 O'Clock AM. 651 Book let Page 651 Clork All Clock Clock AM. 651 Deputy Market Constitution

COUNTY OF ROOSEVELT	ss A Comment
NELDA HAYHURST	(County Clerk) do hereby certify the foregoing sopy of the original on lile in my office and that I have
carefully compared the same	with the original.
	d seal of office this 4th day of August
19 <u>69</u> .	NELDA HAYHURST COUNTY CLERK
e de la companya de l	By In County Deputy

X 3

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RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:	April 17, 1969	Helin Swieger
Attest:		Br. OBlavence
		Its:

STATE OF	0		** · · · · · · · · · · · · · · · · · ·	นกก
COUNTY OF			, ·	
	the undersigned authory personally appeared person whose name is	•		
a corporation, and ac		or he executed the sa	me on behalf of	said
	MY HAND AND SEAL OF	OFFICE this d	ay of	
1969.		•		
		NOTA	C RY FUBLIC in an	d for
		· · · · · · · · · · · · · · · · · · ·	County	
STATE OF Mes	source		en e	
COUNTY OF	end 1			
and State, on this de	the undersigned authors personally appeared person whose name is at he executed the sa	subscribed to the	Meeney foregoing insyr	ument, and
civen under	MY HAND AND SEAL OF	OFFICE this	day of	pril,
My Commi	usion expire	A	PUBLIC in and	
Janu	ary 31, 1970	Thee	ce, County	1/ kosour
STATE OF Mes			•	
BEFORE ME,	the undersigned autho	ority, on this day r	personally appea	red
known to me to be the having been examined fully explained to be and deed and declared	e person whose mame is by me privily and ape er, she, the SAID WIFI I that she had willing	s subscribed to the art from her husband E, acknowledged such gly signed the same	foregoing instr , and having th instrument to for the purpose	ument and e same be her act s and con-
sideration therein exwish to retract it.	opressed and in the ca	apacities therein st		4°
GIVEN UNDER	R MY HAND AND SEAL OF	OFFICE this	day of	prel,
		NOTARY	re C. J. PUBLIC in and f	neth
My Comm January	31, 1970	ie Dree	ces, County /	<u> Hipsouri</u>
	STATE OF NEW MEXICO		• • • • • • • • • • • • • • • • • • •	

COUNTY OF ROUSEVELT
Recorded this

JUN 3 1969

At 7:40 O'Clock AM652

Book 121 Pennsheurst:

Deputy 2011 Libelite

STATE OF NEW MEXICO
COUNTY OF REPOSEFELT

to be a full, true and correct copy of the original on file in my office and that I have

with the original.

Witness my hand and seel of office this Libba day of Melda Hayhurst

NELDA HAYHURST

COUNTY CLICK

Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of koyalty, Overriding Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

instrument on the date see	
DATE: 3/38/69	By: A. M. Koulk
Attest:	Its:

and State, known to me			National Dublication and Company
and State, known to me		lersigned authorit	a Naturu Deblia in old for Soid Counts
known to me			y, a Notary Public in and for said County
corporat	Attack	whose name is su	abscribed to the foregoing instrument as
corporation therein st	n for the purposes	lged to me that he	e executed the same on behalf of said on therein expressed, and in the capacity
1969	GIVÊN UNDER MY HAN	Ó AND SEAL OF OFF	ICE this day of
•			NOTARY PUBLIC in and for
			, County
STATE OF	Tefan		
COUNTY OF	Millow	5 0	
and State, known to m	on this day person to be the person ged to me that he	onally appeared n whose name is si	ty, a Notary Public in and for said Count abscribed to the foregoing instrument, and for the purposes and consideration there
		ND AND SEAL OF OF	FICE this 255 day of Many
			Celestia E. Jephnston. NOTARY PUBLIC on and for
	en e	, Kirangan pa	Mulling, County Juffer
STATE OF		<u> </u>	
COUNTY OF		0	
	BEFORE ME, the un	dersigned authori wife o	ty, on this day personally appeared
having beefully expland deed a sideration	en examined by me lained to her, she and declared that	n whose name is s privily and apart , the SAID WIFE, she had willingly	ubscribed to the foregoing instrument and from her husband, and having the same acknowledged such instrument to be her ac signed the same for the purposes and concities therein stated, and that she did n
1969.	GIVEN UNDER MY HA	ND AND SEAL OF OF	FICE this day of
	a _{st} .		
*			NOTARY PUBLIC in and for
•			, County
	STAYE OF NE COUNTY OF		

JUN 3 1969

At 9:39. O'Clock AM 650 Book 61 Page Tryhurst Doputy Miller Miller

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially
constituted, depending upon whether such Tracts qualify for inclusion therein, as
provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracis identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

instrument or	the date set forth below	opposite its signature.
DATE:	1. 32. 1. 1. 2. 1. 51	Wanier Manuel
Attest:		By: Patry bess yeager
	er e	Its:

IN WITNESS WHEREOF, each of the undersigned parties has executed this

STATE OF					The second of th
COUNTY OF					
	on this day per	rsonally appo	cared	otary Public in and	,
	on for the purpos			ted the same on beliein expressed, and	
1969.	GIVEN UNDER MY I	HAND AND SEAT	L OF OFFICE th	is day of	<u> </u>
				•	
				NOTARY PUBLIC	o in and for
					County
			•	· · · · · · · · · · · · · · · · · · ·	
STATE OF	TEXAS	0			
COUNTY OF	MIDLAND	0			
known to r acknowledg expressed	me to be the periged to me that he GIVEN UNDER MY	son whose nare executed the executed the HAND AND SEAT	me is subscribe he same for the same for the L OF OFFICE the authority, on	deager and wife, Pared to the foregoing the purposes and constituted and the second se	g instrument, and sideration therein of March, and for ounty Texas
having be fully exp and deed a sideration	en examined by m lained to her, s and declared tha	e privily and he, the SAID t she had wi	d apart from h WIFE, acknowl llingly signed	ped to the foregoin her husband, and ha ledged such instrum the same for the therein stated, an	ving the same ent to be her act purposes and con-
1969.	GIVEN UNDER MY	HAND AND SEA	L OF OFFICE th	is day	of
•				A second of the	
8				NOTARY PUBLIC i	n and for
•				MOTARI PUBLIC 1	n and for
	•			, Co	unty

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 8:16 O'ClockAM. 487

Book 61 Page
Clock Allocation Schuset
Deputy Michigan

STATE OF NEW MEXICO		
COUNTY OF ROOSEYELT	SS -	
I, NELDA HAYHURST	(County Clerk) do her	eby certify the foregoing
to be a full, true and correction	opy of the original on file in	my office and that I have
carefully compared the same v	with the original.	
Witness my hand and	seal of office this 4 th	ey of accent
19/09		
** *	NELDA HAYHUI	
	COUNT	Y CLERK
B	v mReb	ble Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royflty, Overriding Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHERPAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 10, 1969

Attest:

By:

Mana Para a la f

COUNTRY.	OB.	MIDI	AMD
E. O O CI (1) (4:1:-1.	4.4	211111	MND

Principle (Autoritation Communication Commun	• •
BEFORE ME, the undersigned authority, a Notar	w Public in and for ead County
and State, on this day personally appeared NOR	MAN B DOUGERT OF
known to me to be the person whose name is subscribed to	o the foregoing instrument and
acknowledged to me that he executed the same for the pur	rnoses and consideration therein
expressed.	i poses and constactation therein
- capt cooca .	e e e e e e e e e e e e e e e e e e e
GIVEN UNDER MY HAND AND SEAL OF OFFICE this	10 day of April
1969.	to day of April
THE ANY PICK	
	P 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Retu Schuke
	NOTARY PUBLIC in and for
$M_{ij}^{(p)} = M_{ij}^{(p)} + M_{i$	MIDLAND , County TEXAS
	· · · · · · · · · · · · · · · · · · ·
STATE OF TEXAS	
COUNTY OF MIDLAND	
BEFORE ME, the undersigned authority, on this	
NEVA ROUSSELOT wife of NORMAN	N.R. ROUSSELOT
known to me to be the person whose name is subscribed to	
having been examined by me privily and apart from her hi	
fully explained to her, she, the SAID WIFE, acknowledged	
and deed and declared that she had willingly signed the sideration therein expressed and in the capacities there	same for the purposes and con-
wish to retract it.	ern statea, and that she did not
wish of recrace it.	
GIVEN UNDER MY HAND AND SEAL OF OFFICE this	10 day of April ,
1969.	10 day of April,
	01.111
	Reta Schulre
NO.	OTARY PUBLIC in and for
CANADA OF THE STATE OF THE STAT	IDLAND , County TEXAS
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
The state of the s	the state of the s

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:38 O'Clock A.M. 648
Book 61 Page
Clerk Delda Stanceret
Deputy on Filler

STATE OF NEW MEXICO COUNTY OF ROOSEVELT	ss	***
to be a full, true and correct carefully compared the same	(County Clark) do hereby certify the copy of the adjustion tile in my office an with the original.	id that I have
Witness my hand and	d soul of office this 4 Hay of an	gust
	NELDA HAYHURST	
·	By Sur Lobbe	Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS my hand in Santa Fe County, New Mexico this 26th day of March, 1969.

Marie Leater

STATE OF PEW PEXT COUNTY OF SAUTA FE NEW MEXICO

BEFORE ME, the undersigned authority, a Notary Fublic in and for said County and State, on this day personally appeared <u>E. Ruth Fintt, a single verson</u> known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March

NOTARY PUBLIC in and for Santa Fo County, New Mexico

My Commission Expires: January 9, 1973

834

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

A: 9:37. O'Clock A.M.
Book 61 P. 50

STATE OF NEW MEXICO	- Fritz
COUNTY OF ROOSEVELT	55
to be a full, true and correct	(County Clerk) do hereby certify the foregoing copy of the original on life in my office and that I have with the original.
Witness my hand and	seal of office this 4 Boday of August
•	NELDA HAYHURST
	Y Shele Deputy

STATE OF NEW MEXICO COUNTY, OF ROOSEVELT Recorded this

RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

JUN 3 1969 2:17=0'Clos (199)

Deputy Inkatile

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico , dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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 sala Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesend (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" a mached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for provided in said Agreement; and counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

The Trust all hand and soul this 31st daying Terch, 1909, exhibits. of theres I have acknowledged before no this 31st day of March, State of Moxico 1909, by Jack Griffin, a married man dealing in his cole and separate property. County of Cheven Stary Fuolic My commission expires; 12-8-10

STATE OF NEW MEXICO COUNTY OF ROOSEVELT SS NELDA HAYHURST Company of the bordering	
to be a full, true and correct so the second second in my office and that I have	
carefully compared the same with the original.	
Witness my hand and seal of office this 4 Bday of August	L
19,69 NELDA HAYHURST	,
COUNTY CLERK	
By prebble Dopus	ł

19%

7,53

COUNTY OF NOOLENET Recorded this

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY NEW MEXICO

JUN 3 1969

KNOW ALL MEN BY THESE PRESENTS:

N. Sill O'Clock(I.M. Bock le / Page 190 Clock le / Page 190 Page 190

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide Corcounterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 12406 3, 1969	Col Cattern
Attest	By:
	Its:

State of New Mexico County of Chaves

Subscribed and sworn to before me this 3rd day of April, 1969.

My commission expires 8-19-69

*	·
STATE OF NEW MEXICO	ss I bearby certify the foregoing
COUNTY OF ROOSEVELT	county Clark! do hareby certify the foregoing copy of me original on his in my office and that I have with the original.
NELDATION	any of his original of his in
to be a full, true and correst	with the original
to be a full, true and correst carefully compared the same	I seal of office this # # day of August
Witness my hand and	NELDA HAYHURST
	NELDA HATTION
19 69	COUNTY_CLERK
	Deputy
	By
	DY

STATE OF NEW MERCO COUNTY, OS ROOSSEFUL Recorded this

JUN 3 1969

A1 8 19 OClock A.M.
Book 6 Page 101
Clerk Meldacherings
Deputy 21 Rills

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" accached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

OSCAR C. WEATHERSBY

STATE OF NEBRASKA COUNTY OF SARPY

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this 27th day of March 1989, appeared OSCAR C. WEATHERSBY, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC

STATE OF NEW MEXICO COUNTY OF ROOSEVELT NELDA HAYHURST	(County Clerk) do hereby certify the foregoing
to be a fell, true and correct carefully compared the same Witness my hand an	copy of the original on file in my office and that I have with the original. I sent of office this # Aday of Acceptable
19.69.	NELDA HAYHURST COUNTY CLERK
	By Sn. L. Ble Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

Eccl Pats

Exity Jewell Pate

STATE OF		
COUNTY OF	0	
	the undersigned authori	ty, a Notary Public in and for said County
and State on this day	narequally anneared	subscribed to the foregoing instrument as
a corporation, and acl corporation for the pu	for knowledged to me that h	
therein stated.		
GIVEN UNDER 1969.	MY HAND AND SEAL OF OF	FFICE this day of,
	:	
		NOTARY PUBLIC in and for
		, County
angir.		<u> </u>
STATE OF New Mexic	20	
COUNTY OF Rooseve	HE LEA O	
and State, on this day known to me to be the acknowledged to me the	y personally appeared person whose name is said he executed the same	subscribed to the foregoing instrument, and e for the purposes and consideration therein
CTVEN UNDER	MY HAND AND SEAT OF OF	FFICE this day ofApril
1969.	MI HAND AND SEAD OF OF	rice this day of
ty commission expi	res:	Barban Killoll
ty commission expi	92/_	NOTARY PUBL fin and for
	en Artika di Kabupatèn Barangan Barangan Barangan Barangan Barangan Barangan Barangan Barangan Barangan Barang Barangan Barangan Ba	Roosevelt ; County N. W. Maxid
•	المستنية والمالية المالية	
STATE OF NEW MEXI	CO 6 A	
COUNTY OF ROBSEVE	LT LEA (
BEFORE ME, Ruby Jewell	the undersigned authori Pate wife o	ty, on this day personally appeared of Cecil Pate
known to me to be the	person whose name is s	subscribed to the foregoing instrument and from her husband, and having the same
fully explained to he	r, she, the SAID WIFE,	acknowledged such instrument to be her act
		y signed the same for the purposes and con- acities therein stated, and that she did no
wish to retract it.		
GIVEN UNDER	MY HAND AND SEAL OF OF	FFICE this 1 1 day of April
1969.	· ·	
		A 1 Zuilla
My commission expi	res:	NOTARY PUBLIC in and for
1/00/7,		Receivelt County New Mexico
•		
The state of the s	ar unit venters	
<i>A. j.</i>	STATE OF NEW MEXICO COUNTY OF ROOSEVELT	
0	Recorded this	The second of th
	JUN 3 1969	
,	6.3/0 O'Clock A.M.	

TOTAL COMPARES THE CAME	(County Clerk) do hereby certify the foregoing copy of the original on file in my office and that I have
Witness my hand and 19_69.	seal of office this 44 day of August NELDA HAYHURST
	COUNTY CLERK By Melble Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

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WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS my hand at Fort Worth, Texas this 25th day of March, 1969.

Toger B. Cwings

Lucy . Culous, vice

	STATE OF	ng appropriation openimisely as to produce the state of t	_0		· ·	40
	COUNTY OF					
_	and State	BEFORE ME, the unders, on this day personal me to be the person wh	ly appeared 🐪	•		,
	a corpora	tion, and acknowledged on for the purposes an	for to me that he	executed the same	e on behalf c	of said
	1969.	GIVEN UNDER MY HAND A	ND SEAL OF OFF	ICE this day	y of	,
	1909.			•		
	-			NOTAR	Y PUBLIC in a	nd for
			• •	•	Count	У
	STATE OF	nrv.a	, Q			- <i>C</i>
	COUNTY OF	TATELATIN	_0			1 2
	•	BEFORE ME, the unders		y, a Notary Public	c in and for	said County
•	known to	, on this day personal me to be the person wh ged to me that he exec	ose name is sul			
	1969	GIVEN UNDER MY HAND A	ND SEAL OF OFF	ICE this 25th	day of	arch ,
	'y Co mis	sion Expires		Emaio	. R. Ora	lx.
	June 1, 1			, MOTAKI	PUBLIC in and	ior
				- Tarrant	County	Texas
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	COUNTY OF	<u> </u>	_0			. 1 # — 1 1
	•••	BEFORE ME, the unders	• • • •			
	having be fully exp and deed sideration	me to be the person when examined by me privalained to her, she, thand declared that she in therein expressed an etract it.	ily and apart : e SAID WIFE, a had willingly :	bscribed to the r from her husband, cknowledged such signed the same f	oregoing inst and having t instrument to or the purpos	he same be her act es and con-
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

To be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4 Bday of County Clerk

NELDA HAYHURST

COUNTY CLERK

By MELDA PRINTED

Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 1/ //				
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Attest:	By: / : . ', ', '	Acoustic .	10 marchine	$\sum_{i \in \mathcal{A}} \int_{[i,i]} i s^{i}$
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EFFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared from the ne to be the person whose name is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacit therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of ROTARY MUBLIC in and for said county of MIDLAND STATE OF TEXAS COUNTY OF MIDLAND BEFORE ME, the undersigned authority, a Notary Public in and for said County adamneted to the foregoing instrument, a scannowledged to me that he executed the same for the purposes and consideration there expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of March MOTARY FUBLIC in and for Hidland , County Texas STATE OF SEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument as having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID MIEF, acknowledged such instrument to be her a and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of NOTARY PUBLIC in and for County NOTARY PUBLIC in and for NOTARY PUBLIC in and for	STATE OF					•	523
and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacit therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	COUNTY OF		0				
a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacit therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	and State,	on this day naved	mally anneard	v/l	· ·		
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STATE OF TEXAS COUNTY OF MIDLAND BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. M. Armstrong and wife, Mary Lee Armstrick Anomy to me to be the person whose name is subscribed to the foregoing instrument, a acknowledged to me that he executed the same for the purposes and consideration there expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of March NOTARY FUELIC in and for Midland , County Texas STATE OF				6	NOTARY I	UBLIC in and	for
COUNTY OF MIDIAND BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. M. Armstrong and wife, Mary Lee Armstrakhown to me to be the person whose name is subscribed to the foregoing instrument, a acknowledged to me that he executed the same for the purposes and consideration there expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of Match NOTARY FUBLIC in and for Midland , County Texas			Serger			, County _	····
BEFORE ME, the undersigned authority, a Notary Public in and for said County of the to be the person whose name is subscribed to the foregoing instrument, a acknowledged to me that he executed the same for the purposes and consideration ther expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of March NOTARY PUBLIC in and for Midland , County Texas STATE OF	STATE OF	TEXAS	ð			* . *	
STATE OF	-	MIDLAND	¥,				
BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument an having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	known to r acknowledge expressed	me to be the person ged to me that he e	n whose name is executed the s	is subscr same for	this 28	egoing instruction day of Mar	nent, and on there
BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument an having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	ന ് യൻസാ		A.	• •	*		
wife of known to me to be the person whose name is subscribed to the foregoing instrument an having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her a and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	jane di		V.		· ···································	And the second second	Maria Maria
known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her a and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this		BEFORE ME, the und			n this day perso	onally appear	ed
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STATE OF NEW MEXICO		Supples Sales Sales Files	เมาะกละเ			× 4.	

COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

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Book 61 Page Hugheret
Emputy Miffelble

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NELDA HAYHURST (County Clerk) do hereby certify to be a full, true and correct copy of the original on file in my office a carefully compared the same with the original.	the foregoing
Witness my hand and seal of office this 44 day of 1969.	Laust.
NELDA HAYHURST COUNTY CLERK By In Rubble	Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the instrument on the date set forth below oppositions.	undersigned parties has executed this
DATE:	Continental Illinois National Bank and Trust Company of Chicago
Attest: Sthe 5 Assistant Cashier	By: Alvi J. Pearson Its: VIEE PRESIDENT

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANNIH J. PAREOUS ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared and consideration therein as a composation, and acknowledged to me that he executed the same on behalf of said and supplies of the purposes and consideration therein expressed, and in the capacity therein stated. 1969. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of MOTARY FUBLIC in and for said County and State, on this day personally appeared JOHN F. Remarked. STATE OF COUNTY	COUNTY OF	· Coal	0			
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ANTH. I. PRANSAY KNOWN to me to be the person whose name is subscribed to the foregoing instrument and the corporation and acknowledged to me that he executed the same on behalf of said copporation for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this // day of	COUNTY OF	· Coal		•		
and State, on this day personally appeared AUTH I. PENESON YICE PRESIDENT for Conditional Mino: Stational Case and his Company of Chic YICE PRESIDENT for Conditional Mino: Stational Case and his Company of Chic YICE PRESIDENT for Control of the person whose name is subscribed to the foregoing instrument and NOTARY FUELIC in and for ROTARY FUELIC in and for said County and State, on this day personally appeared JOHN R. MINISTER ROTARY FUELIC in and for said County and State, on this day personally appeared JOHN R. MINISTER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of April 1972 STATE OF COUNTY OF BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her busband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and con- sideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of NOTARY HUBLIC in and for	and State	REFORE ME thous	4			- Fa
COUNTY OF	known to	e, on this day pers	sonally appear	ed ATMIN I PRA	BSOA	,
GIVEN UNDER MY HAND AND SEAL OF OFFICE this	a corporati	ation, and acknowle on for the purpose	edged to me that	at he executed	the same on behalf	of said
STATE OF SILENDER ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHR F. http://dx. BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHR F. http://dx. KNOWN to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of April 9, 1972 STATE OF			AND AND SEAL O	F OFFICE this \angle	day of Oci	£,
STATE OF		iena .		ĊŚ	weg K Vai	Y
STATE OF SEPORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN F. RUMINIANA Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this	y Commission	Expres 72	c.	C. C.	NOTARY PUBLIC in	and for two Muses
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN E. INDUSTRY. Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this		·	Δ.			37.20
And State, on this day personally appeared JOHN E. NAMELEY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this			V ≬	•		A.
BEFORE ME, the undersigned authority, on this day personally appeared wife of	acknowled expressed 1969. y Commission April 9, 19	ged to me that he GIVEN UNDER MY HA Expires 72	executed the	same for the pu	day of A	nation therein
wife of	COUNTY OF		9		3	
known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it. GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, 1969. NOTARY PUBLIC in and for		BEFORE ME, the ur	-	4.7	day personally app	peared.
NOTARY PUBLIC in and for	having be fully exp and deed sideration	een examined by me plained to her, she and declared that on therein expresse	on whose name privily and ape, the SAID WII she had willing	is subscribed to part from her hu FE, acknowledged ngly signed the	usband, and having I such instrument t same for the purpo	the same to be her act oses and con-
	1969.	GIVEN UNDER MY HA	AND AND SEAL O	F OFFICE this _	day of	
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 8:29 O'Clock A.M. 510

Book 61 Page
Clock 7166 A The feeters of Deputy 2015, in 1860.

STATE OF NEW MEXICO COUNTY OF ROOSEVELT	ss (County Chall do hereby certify the foregoing
to be a full, true and correct carefully compared the same	constitute original. I seal of office this # Aday of Assert
Witness my hand on	NELDA HAYHURST COUNTY CLERK Descript
	By MR. But

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS MY HAND AT Hobbs, New Mexico this 25th day of March 1969.

Fred & Allien

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COUNTY OF	•		
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known to me to be	e the person whose name is	s subscribed to the	ne foregoing instrument as
	nd acknowledged to me tha		same on behalf of said ressed, and in the capacity
	UNDER MY HAND AND SEAL OF	OFFICE this	day of
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	STATE OF NEW MEXICO COUNTY OF ROOSEVEL		
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JUN 3 1969

At 8:34 O'Clock AM. 520
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Deputy my it the

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

To be a full, true and correct copy of the original, on hie in my office and that I have carefully compared the same with the original.

Witness my hand and soal of office this 4 day of NELDA HAYHURST

COUNTY CLERK

By COUNTY CLERK

Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORF, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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DATE: 117 Wrole 28, 1969	R. W. Armstrong
Attest:	Bu III (United States
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BEFORE ME, the undersigned	to the foregoing instrument as
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and acknowledged to me that he execution there	ein expressed, and in the capacity
a corporation, and acknowledged to me that he execute corporation for the purposes and consideration there	
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therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE th	is day or
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known to me to be the person whose name is such that the same is s	ties therein stated, and that she did
having been examined to her, she, the SAID WIFE, actually explained to her, she, the SAID WIFE, actually explained to her, she, the SAID WIFE, actually and deed and declared that she had willingly said and deed and declared that she had willingly said and the capacitation therein expressed and in the capacitation that not rectain it.	
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STATE OF NEW COSEVELT	Service

COUNTY OF ROOSEY

JUN 3 1969

At bi36 O'Clock A.M; 21

Book 61 Page Trusherset

Clork 2012 M. Friday

Ceputy 2012 M. Friday

carefully compared the can	(County Clark) do hereby certify the foregoing act copy of the original on file in my office and that I have
Witness my hand a	and seal of office this 4 Hday of August NELDA HAYHURST
	By Melle Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 1969

Alocelo I Hickory

Hatefred V. Strang String

Its:

STATE OF	_0				
COUNTY OF	_0				
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared					
known to me to be the person wh	ose name is subscri	ibed to the foregoing instrument as			
		cuted the same on behalf of said erein expressed, and in the capacity			
GIVEN UNDER MY HAND A	ND SEAL OF OFFICE	this,			
	en e				
		NOTARY PUBLIC in and for			
	•	, County			
STATE OF ILLINOIS	_0				
COUNTY OF WHITE	_0				
and State, on this day personal known to me to be the person wh	ly appeared Fleose name is subscritted the same for	the purposes and consideration therein this			
STATE OF THINDIS	· o				
COUNTY OF WHITE		en de la companya de La companya de la co			
BEFORE ME, the unders <u>Cuma Montgomery Strong</u> known to me to be the person wh having been examined by me priv fully explained to her, she, th and deed and declared that she	wife of	This day personally appeared Fletcher V.Strong ibed to the foregoing instrument and her husband, and having the same wledged such instrument to be her act ed the same for the purposes and const therein stated, and that she did not this			

STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

At 9:3:4 O'Clock Por 10

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Clock 2120 The property 1012 Richard

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to be	a full, true and correct	(County Clark) do hereb	y certify the foregoing y office and that I have
19,6	Witness my hand an	d seal of office this 4 day	of accept
		COUNTY	SI C
		By_ In Rell	Le Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, hereinafter referred to as the Unit greement, and the undersigned owner (whether one or more) of working interests hereby acknowledges receipt of a true copy of sale Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" accaded to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement; and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

Date: <u>Harch</u> 25, 1969

Mould. Barton fr.

STATE OF		
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and State, on this day persona	lly appeared	Notary Public in and for said County bed to the foregoing instrument as
	d to me that he exec	uted the same on behalf of said rein expressed, and in the capacity
GIVEN UNDER MY HAND	AND SEAL OF OFFICE t	hisday of,
1969.		
	•	NOTARY PUBLIC in and for
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COUNTY OF	•	
and State, on this day persona known to me to be the person w acknowledged to me that he exe expressed.	lly appeared hose name is subscricuted the same for t	Notary Public in and for said County bed to the foregoing instrument, and he purposes and consideration therein his 28 day of march,
GIVEN UNDER MY HAND	AND SEAL OF OFFICE t	NOTARY PUBLIC in and for , County 1. 77.
STATE OF .		
COUNTY OF	0	
	wife of	this day personally appeared
having been examined by me pri fully explained to her, she, t and deed and declared that she	vily and apart from he SAID WIFE, acknow had willingly signe	bed to the foregoing instrument and her husband, and having the same ledged such instrument to be her act defined the same for the purposes and contherein stated, and that she did not
	AND SEAL OF OFFICE t	his day of,
1969.	•	
		NOTARY PUBLIC in and for
		, County

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

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Coputy Della Bibble

COUNTY OF NEW	MEXICO	
I NEW YORKO	OSEVELT	
to be a full, true at	OSEVELT ss HURST (County Clerk) do hereby a discorrect copy of the original on file in my o	
carefully compared	HURST (County Clerk) do hereby and correct copy of the original on file in my county and and and the original.	certify the foregoing
Wilness my	the same with the original on file in my of hand and seal of office this 4 day of NELDA HAYHURST	and mar I have
1969.	of office this 4 day of	august
,		,
	By G COUNTY CLE	RK
	melle	P Danie
		Deputy

i.

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" accached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

exhibits.
WITNESS my hand in Culver City, California this 25th day of March, 1969.
Signed:

Dated: 3/25/1.9

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COUNTY OF		0				
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	tion, and acknow on for the purpos tated.					
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	PRINCIPAL OFFIC LOS ANGELES CO	E IN		Loe Arge	G-County	
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COUNTY OF	· · · · · · · · · · · · · · · · · · ·	<u> </u>	6	6		
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	COUNTY OF RO	OSEVELT			· · · · · · · · · · · · · · · · · · ·	

JUN 3 1969

At 9:33 O'Clock AM 38

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Clerk All A 15 your set

Deputy and is the set of the s

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHÜRST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 44 day of Cargust 1969.

NELDA HAYHÜRST.

COUNTY CLERK

By Shalla Deputy

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Royalty or Production Payment interests hereby scknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: MAN	ch 28, 1969	UDell	<u> </u>
Attest:	<u> </u>	By:	
		Its:	

STATE OF	<b>(</b>	
COUNTY OF	0	
and State on	this day personally appeared to be the person whose name is	rity, a Notary Public in and for said County subscribed to the foregoing instrument as
	, and acknowledged to me that or the purposes and considera	he executed the same on behalf of said tion therein expressed, and in the capacity
GIV 1969.	EN UNDER MY HAND AND SEAL OF	OFFICE this day of,
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		NOTARY PUBLIC in and for
•		, County
STATE OF	Tadas	
COUNTY OF	Midland o	
and State, on known to me t	this day personally appeared to be the person whose name is	ority, a Notary Public in and for said County  Wife Dis Bell  subscribed to the foregoing instrument, and ume for the purposes and consideration therein
	VEN UNDER MY HAND AND SEAL OF	OFFICE this 25th day of March,
		NOTARY PUBLIC in and for
MIS-S		Midland, county Texas
STATE OF		
COUNTY OF	0	
BEI	FORE ME, the undersigned authority wife	ority, on this day personally appeared ,
having been of fully explain and deed and	examined by me privily and apa ned to her, she, the SAID WIFF declared that she had willing herein expressed and in the ca	s subscribed to the foregoing instrument and art from her husband, and having the same acknowledged such instrument to be her act gly signed the same for the purposes and conapacities therein stated, and that she did not
GIV 1969.	VEN UNDER MY HAND AND SEAL OF	OFFICE this day of,
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· · · · · · · · · · · · · · · · · · ·		NOTARY PUBLIC in and for
* ************************************		County

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 8/38 O'Clock A.M. 528
Book 61 Pago
Clark 2001 A Huyeust
Deputy 2001 in 1990

STATE OF NEW MEXICO COUNTY OF ROOSEVELT  I, NELDA HAYHURST  (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.
Witness my hand and seal of office this 4 day of August  NELDA HAYHURST
By In Release Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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COUNTY OF		)			
and State	BEFORE ME, the undersign, on this day personally me to be the person whose				-
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1969.	GIVEN UNDER MY HAND AND	SEAL OF OFFICE	this day c	of	
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1969.	GIVEN UNDER MY HAND AND	D SEAL OF OFFICE	this 17th	day of	
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STATE OF		Y	And the second s	A Comment	
	BEFORE ME, the undersignadge Blockson	gned authority, c	n this day perso	nally appeared	
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JUN 3 1969

At 8:39 O'Clock A.M. 530

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Clork 226 P. Africanst

Deputy 201 River 64

STATE OF NEW MEXICO	·
COUNTY OF ROOSEVELT	(County Clerk) do hereby certify the foregoing
I, NELDA HAYHURST	(County Clerk) do nereby certify the following
to be a full true and correct	copy of the original on file in my office and that I have
( )	with the original.
Witness my hand an	d seal of office this 4 hday of august
19.69	NELDA HAYHURST
4	COUNTY CLERK
•	By mkibble Daputy

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(E-3)

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of aid Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: (4)24/1969	· Wing human Brown
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Cuce Walter	Its:
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Bessie Flick	x mu & R. morre
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51	COUNTY OF	
	Notary Public in and Tor .	
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COUNTY OF ROOSEVELT ss (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have
carefully compared the same with the original.  Witness my hand and seal of office this 4th day of August
19_69 NELDA HAYHURSY COUNTY CLERK
By Sikebble Deputy

KNOW ALL, MEN BY THESE PRESENTS: 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, Milne (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

exhibits.	ESS WHEREOF, each of th	a undersigned p	arties has exc	ecuted this	6 - 6
IN WITN	ESS WHEREOF, each of the				
instrument on the	date set forth below (	marie Marie	garet Cas	sluy Bu	
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having been exar fully explained and deed and dee	be the person whose namined by me privily and to her, she, the SAID clared that she had with ein expressed and in tit.	d apart from he WIFE, acknowle llingly signed	er husband, and edged such inst the same for t	having the s rument to be he purposes a	name her act and con-
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en e	Recorded th	i <b>s</b>			

JUN 3 1969

A+ 8:41 O'Clock# M. 534

STATE OF NEW MEXICO	(County Clerk) do hereby certify the foregoing copy of the original on file in my office and that I have with the original.
to be a full, true and correct carefully compared the same	of soil of office this
Wilness my hand and 19_69_	NELDA HAYHUFTT COUNTY CLERK Deputy
4	By InRible

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370:18 acres, more or less, in Township 8 South, Panges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 12 400 1. 28 1560	Lill a Cardin Villary
Attest:	By My pla 00-0190-
·	Its:

	STATE OF	0		·	ga dawen
	COUNTY OF				
	BEFORE ME, the and State, on this day known to me to be the p	ne undersigned auth personally appeare person whose name i	d		· · · · · · · · · · · · · · · · · · ·
	a corporation, and acknown corporation for the pur therein stated.		t he executed the		
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	BEFORE ME, the and State, on this day known to me to be the acknowledged to me that expressed.	person whose name i	ed Lily A. Carder s subscribed to t	n, a widow, he foregoing ins	trument, and
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	BEFORE ME, t	he undersigned auth	nority, on this da fe of	y perŝ`nally app	pear ed
	known to me to be the having been examined b fully explained to her and deed and declared sideration therein exp wish to retract it.	person whose name in y me privily and a , she, the SAID WII that she had willin	is subscribed to to cart from her husb E, acknowledged s ngly signed the sa	and, and having uch instrument t me for the purpo	the same to be her act oses and con-
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Q,

STATE OF NEW MEXICO COUNTY OF ROOSEVELT  I, NELDA HAYHURST  to be a full, true and correct carefully compared the same	copy of the original on file in my office and that I have with the original.  d seal of office this 4th day of August
Witness my hand ar	NELDA HAYHURST  COUNTY CLERK  Deputy
	By

J. İ.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned cwner (whether one or more) of Royalty, Overriding Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Rocsevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS my hand this 24th day of April, 1969 in Polk County N. C.

STATE OF	•		33(
COUNTY OF	<b></b> 0		
and State, on this	ME, the undersigned authors day personally appeared		
known to me to be	the person whose name is		going instrument as
a corporation, and corporation for the therein stated.	d acknowledged to me that no purposes and considerat	he executed the same o	n behalf of said and in the capacity
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	ME, the undersigned author		
and State, on this known to me to be	s day personally appeared, the persor whose name is e that he executed the sam	Makappet benedict bell, subscribed to the fore	Asing/E Seman going instrument, and
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STATE OF	<u> </u>		
COUNTY OF	<b></b> \$		
	ME, the undersigned author wife	· · · · · · · · · · · · · · · · · · ·	
fully explained t and deed and decl	the person whose name is ned by me privily and apar o her, she, the SAID WIFE, ared that she had willingl n expressed and in the cap	subscribed to the fore t from her husband, an acknowledged such ins y signed the same for acities therein stated	d having the same trument to be her act the purposes and con-
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JUN 3 1969

At 8:42 O'Clock AM. 536
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to be a full, true and correct	(County Clerk) do hereby certify the foregoing copy of the original on file in my office and that I have
carefully compared the same	d seal of office this 4 Hday of August
19 <u>69</u> .	
	NELDA HAYHURST COUNTY CLERK
***************************************	By nkibble Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" accached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

Signed at Roswell, County of Chaves, State of New Mexico, this 26th day of March, 1969

E. R. Kain

NTE OF		
ILLIPY OF	0	Notary Public in and for said County
BEFORE ME, the u	ndersigned authority, a	Notary Public in and for said County ibed to the foregoing instrument as ceuted the same on behalf of said
d State, on this day per	on whose name is subsci	10ca - coid
corporation, and acknowl	edged to me that he exe	ecuted the same on behalf of said nerein expressed, and in the capacity
orporation for the purpos herein stated.	· · · · · · · · · · · · · · · · · · ·	day of
CTVEN UNDER MY	HAND AND SEAL OF OFFICE	this day of,
1969	•	NCTARY PUBLIC in and for
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•		
STATE OF NEW MEXICO		
COUNTY OF CHAVES	•	, a Notary Public in and for said County  E. R. Kain  comined to the foregoing instrument, and
COUNTY OF CALL	undersigned authority	, a Notary Public III did
BEFORE ME, the and State, on this day	personally appeared erson whose name is sub	E. R. Kain scribed to the foregoing instrument, and or the purposes and consideration therein
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expressed.	MY HAND AND SEAL OF OFFI	ICE this
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		Roswell County Chaves
en e	<b>.</b>	
STATE OF		
COUNTY OF		thic day personally appeared
BEFORE ME,	the undersigned author	ity, on this day personally appeared of
known to me to be th	e person whose name is	t from her husband, and having the same act
and deed and declare	ed that she had willing	pacities therein stated, and
wish to retract it.		conton this day of
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1969•		•
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the state of the s		
STATE OF NEW MEXICO		
COUNTY OF ROOSEVELT	<b>SS</b>	
, NELDA HAYHURST	(County Clark) do hereby certify the	foregoing
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Witness my hand and	seal of office this 4 3 day of Old	ant.
19_69		
	NELDA HAYHURST	<u> </u>
Programme and the second	COUNTY CLERK	
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Francis of the second		pehory

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#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 1, 1969

Attest: Executrix of the Estate of D. E. Kester,

Attest:

Executrix
By: Deceases

Its:

Al 9:12 O'Clock A.M.
Book 61 Pago
Clork Nelda Itaif
Deputy 171 Pail Ita

#### KNOW ALL MEN BY THESE PRESENTS:

WHERFAS, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 2, 1969	
Attest:	By: Mrs Q. a. neill widow
Je Carera	Its:

TYNTE OF		
OUNTY OF	ority, a Notary Public in and for said Co	unty
BEFORE ME, the undersigned auth	ority, a notary	as
a deate on this day personally in	auboguihed to the loregoing	
a corporation, and acknowledged to me the corporation for the purposes and consider	ation therein expressed, and in the capa	city
GIVEN UNDER MY HAND AND SEAL O	OFFICE this day of	
1969•		
	NOTARY PUBLIC in and for	ŗ
	, County	
STATE OF Jexas		
, , , , , , , , , , , , , , , , , , ,	Karana and Arabana	County
	thority, a Notary Public in and for said red Mes. I the foregoing instrume	dow,
and State, on this day personally appear	red Mes. H. Meil H. We is subscribed to the foregoing instrume same for the purposes and consideration	therein
expressed.	OF OFFICE this 2 day of Apr	<i>i</i> /
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1969	10 . 0 . 1	
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COUNTY OF		eđ
- the undersigned	authority, on this day personally appear	ر
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known to me to be the person whose no	me is subscribed to the subscribed the length from her husband, and having the	same
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fully explained to her, she, one dark	d apart from her husband, and having the dapart from her husband, and having the WIFE, acknowledged such instrument to have a limited as a limited of the purposes the capacities therein stated, and that the capacities therein stated,	she did no
and deed and declar and in sideration therein expressed and in	llingly signed the same for the purposes the capacities therein stated, and that the	
wish to retract it.	day of	
GIVEN UNDER MY HAND AND SI	AL OF OFFICE this day of	
1969.		
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	NOTARY PUBLIC in and	
	, County _	
or Man 165	co	
STATE OF NEW MEX COUNTY OF ROOS	YELT.	

Recorded this

JUN 3 1969

At 9:26 O'Clock A.M.

Book 6/ Page
Clerk 22:44

Deputy 72:44

Deputy 72:44

STATE OF NEW MEXICO COUNTY OF ROOSEVELT	(County Clerk) do hereby certify the foregoing by of the original on file in my office and that I have the original.
to be a full, true and correct cocarefully compared the same w	seal of office this 4 hday of August
19_69.	NELDA HAYHURST  COUNTY CLERK  Deputy
	y_ milestee

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

Laure Rodewick WITNESS my hand in Chaves County this 25th day of M

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STATE OF	appeared, a Notary Public in and for said County appeared, subscribed to the foregoing instrument as,
COUNTY OF	appeared authority, a Notary Public in and for said County, appeared name is subscribed to the foregoing instrument as for for that he executed the same on behalf of said me that he executed the same on the capacity
BEFORE ME, the undersign	appeared subscribed to the foregoing insurance,
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COUNTY OF Chaves	signed authority, a Notary Public in and for said County lly appeared S.W.Lodewick in the foregoing instrument, and subscribed to the foregoing instrument, and subscribed to the foregoing instrument, and
PERORE ME, the unders	signed authority, a Notary Public III and live appeared S.W.Lodewick lly appeared S.W.Lodewick to the foregoing instrument, and hose name is subscribed to the foregoing instrument, and leaved the same for the purposes and consideration therein leaved the same for the purposes and consideration.
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COUNTY OF the U	ndersigned authority, on this day personally appeared  wife of S.W.Lodevick  wife of S.W.Lodevick  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on whose name is subscribed to the foregoing instrument and  on the SAID WIFE, acknowledged such instrument to be her act  on the SAID WIFE, acknowledged such instrument and that she did not
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST. (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and scal of office this 4 day of August

NELDA HAYHURST

COUNTY CLERK

By MELLLL Deputy

S. 11

KNOW ALL MEN BY THESE PRESENTS:

WHERFAS, the undersigned owner (whether ope or more) of Royalty, Overriding Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

	IN WITN	ESS WHEREOF, each	of the undersigned p	parties has executed	this
instrumen	t on the	date set forth be	low opposite its sig	gnature.	
DATE: 21	inel	7 1969	Pireli	lly tuman	7
Attest:	eri e		Ву:		7
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COUNTY OF ROOM

JUN 3 1969

At 9:14-0'Clock/LM600

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STATE OF NEW MEXICO COUNTY OF ROOSEVELT  I, NELDA HAYHURST.  (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have	
Witness my hand and seal of office this 4 day of August	2
19,69 NELDA HAYHUKSI COUNTY CLERK	•
By Nettle Deputy	,

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres)

'Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

whereas, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

DATE: Man 1 / 149 Confy Luman

Attest:

By:

IN WITNESS WHEREOF, each of the undersigned parties has executed this

STATE OF	<u> </u>	
COUNTY OF	<b>(</b>	••
and outlies on this o	den nemenally appeared	ty, a Notary Public in and for said County
known to me to be t	he person whose name is su for	ubscribed to the foregoing instrument as
		e executed the same on behalf of said on therein expressed, and in the capacity
CIVEN UND	ER MY HAND AND SEAL OF OF	FICE this day of
<b>,</b>	•	
		NOTARY PUBLIC in and for
		, County
•	\$10 -	
STATE OF NEW ME	xxco	
COUNTY OF ROOSE	VELT	
		ty, a Notary Public in and for said County
known to me to be t	he person whose name is si	Cordy Luman, a widow, ubscribed to the foregoing instrument, and for the purposes and consideration therei
expressed.		
	DER MY HAND AND SEAL OF OF	FICE this 7th day of May
1969	tario de la companya del companya de la companya del companya de la companya de	
	pires:	James Comptin
My commission ex	pires:	NOTARY PUBLIC in and for
1969. My commission ex March 4, 1970.	pires:	NOTARY PUBLIC in and for
My commission ex	pires:	NOTARY PUBLIC in and for
My commission ex	pires:	NOTARY PUBLIC in and for
My commission ex March 4, 1970.	pires:	NOTARY PUBLIC in and for
My commission ex March 4, 1970. STATE OF	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	NOTARY PUBLIC in and for  Roosevelt , County New Mexic  ty, on this day personally appeared
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:15 O'Clock AM 802
Book 61 Paga 802
Clerk 21 Company

to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.
carefully compared the same with the original.
Carefully Compared III
Witness my hand and seal of office this 4 day of
witness my hand and seal of office this Aday of NELDA HAYHURST
1969
COUNTY CLERK
Bu Jule Deputy
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### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Upil 8 1969	
Attest:	By: Walle Turnan
	Its: Orgie Rumas
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STATE OF	0		605
COUNTY OF	0		• • •
BEFORE ME, tand State, on this day known to me to be the	personally appeared		in and for said County regoing instrument as
a corporation, and ack corporation for the putherein stated.	. •	•	on behalf of said d, and in the capacity
GIVEN UNDER 1	MY HAND AND SEAL OF	OFFICE this day	of,
		NOTARY	PUBLIC in and for
			, County
STATE OF MISSOUS			
COUNTY OF Mounta	~ 0		
BEFORE ME. t	he undersigned autho	rity, a Notary Public	in and for said County
acknowledged to me tha	person whose name is t he executed the sa	subscribed to the fo	regoing instrument, and nd consideration therein day of April,
		Charles C	Multiplead UBLIC in and for
ing sa	er e	Dewton	_, County Missour
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known to me to be the having been examined by fully explained to her and deed and declared sideration therein explained to retract it.	he undersigned author wife wife person whose name is y me privily and apa, she, the SAID WIFE that she had willing ressed and in the ca	rt from her husband, , acknowledged such i ly signed the same fo pacities therein stat	regoing instrument and and having the same instrument to be her act or the purposes and coned, and that she did not
1969 TRANSITION UNDER	MY HAND AND SEAL OF	OFFICE this 8 %	_day of April,
		Charle NOTARY PU	Manufactured in and for County Missouri
		Deurton	_, County <u>Nessoure</u>
	STATE OF NEW M	EXICO	

COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9'16 O'Clock AMO O &
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STATE OF NEW MEXICO		
COUNTY OF ROOSEVELT	ss	. turan
I,NELDA HAYHURST	(County Clark) do hereby certify the fo	regoing
to be a full, true and correct of	opy of the original on tile in my office and the	at I have
escatully compared the come v	it's the original.	
Witness my hand and	seal of office this 4 th day of Accept	zust
19/09	NELDA HAYHURST	
	COUNTY CLERK	
В	x Bulle	_Deputy

698

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Obil 4 1909

Attest: The there:

Maires Plimmons

By: Oliving M. Maleoners-

Its:

BEFORE ME, the undersigned authority, a Notary Public in and for said Count and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	STATE OF	<b></b> 0	The second secon			
and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	COUNTY OF	0	·			
a corporation, and acknowledged to me that he executed the same on behalf or said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of  BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, an acknowledged to me that he executed the same for the purposes and consideration there expressed.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of  STATE OF  COUNTY OF  BEFORE ME, the undersigned authority, on this day personally appeared wife of known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SALD WIFE, acknowledged such instrument to be her ac and deed and declared that she had willingly signed the same for the purposes and con sideration therein expressed and in the capacities therein stated, and that she did n wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of  NOTARY FUELIC in and for  NOTARY FUELIC in and for	and State on the	hie deu neveenally annee	red <u> </u>	.3.*		
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:17 O'Clock AM, Book 61 Pego US Clork 2:Class Constitution of the Popular Property 2000 Pepular Property 2

STATE OF NEW MEXICO	<del>-</del>
to be a full, true and corrected the compared the	(County Clark) do hereby certify the foregoing
Wilness my hand a	and seal of office this 4 day of August  NELDA HAYHURST
Since we are a second of the s	By Malle Deputy

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#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts quality for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WI	THESS WHERE	OF, each of th	ne undersigned parties has executed this
instrument on t	the date set	forth below o	Darcha Conty Danshour
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COUNTY OF	0	
and State on this day nerse	onally appeared '	a Notary Public in and for said County
known to me to be the person	n whose name is subs	cribed to the foregoing instrument as
	dged to me that he e	xecuted the same on behalf of said therein expressed, and in the capacity
GIVEN UNDER MY HAI	ND AND SEAL OF OFFIC	E this,
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STATE OF - Tex or	ð	
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and State, on this day person known to me to be the person	onally appeared in whose name is subs	a Notary Public in and for said County Cribed to the foregoing instrument, and r the purposes and consideration therein
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1969.		
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	· · · · · · · · · · · · · · · · · · ·	NOTARY PUBLIC in and for
		Osshur, county Terres
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STATE OF	V	
COUNTY OF CAPEIN	0	
known to me to be the perso having been examined by me fully explained to her, she and deed and declared that	wife of an whose name is subsprivily and apart from the SAID WIFE, ack she had willingly si	on this day personally appeared  cribed to the foregoing instrument and om her husband, and having the same nowledged such instrument to be her act gned the same for the purposes and con- ies therein stated, and that she did not
GIVEN UNDER MY HA	ND AND SEAL OF OFFIC	E this 16 day of 100
		NOTARY PUBLIC in and for County 2000
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		Choppe, County 18:28
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COUNT	OF NEW MEXICO IY OF ROOSEYELT Recorded this	The second secon
	UN 3 1969	

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Book 6/ Pago positioned

carefully company 1	T ss (County Clark) do hereby certical copy of the official on file in my offic	e and that I have
Witness my hand a	and seal of office this 44 day of 6	August
Garage Co.	By mRebble	Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:	May 23, 1969	GR SKELLY OIL COMPANY
Wttest:		By: Quellettelling
		Its: Attorney-in-Fact JUDD H. QUALLIN

STATE OF				market et e			
COUNTY OF	and the state of t	_0			<i>.</i>		V 70 8 2 2
and State, on	this day personal	ly appeare	đ				
a corporation, corporation fo therein stated	or the purposes an	to me the	ority, a Notary Public in and for said County described to the foregoing instrument as for the executed the same on behalf of said ation therein expressed, and in the capacity  OFFICE this day of				
1969.	ON UNDER MY HAND A	ND SEAL OF	OFFICE	this	day of		<del></del>
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2001	oregoing instr day of May, 1 y-in-Fact on b	969, by	Judd	H. Oual.	line	this	· ·
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT

JUN 3 1969

M 9132 O'Clock AM636 Book Col Page 7 Page 1 STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Witness my hand and seal of office this Ltb day of Cug

NELDA HAYHURST

COUNTY CLERK

By Shackle ford Deputy 1969

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: May 13 1969	
Attest:	By:
Thomas H Riving	Its:
	1 sociale D. Doline
SIGN AND RETURN THIS COPY	GULDO P. PALMA

ELLEN H. PALMA

THE STATE OF NEW YORK	
COUNTY OF MONROE	The foregoing instrument was acknowledged
before me this 1300 day	y of <u>May</u> , 1969, by
GUIDO P. PALMA	and ELLEN H. PALMA
husband and wife.	NOTARY PUBLIC TO TO TO THE STATE OF THE STAT
My Commission Expires:	THOMAS J. MOORE, Notary Public State of New York, Monroe County Commission Expires March 30, 19:20

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:20 O'Clock A.M. 719
Book let Page Linkurst
Deputy Mikillia

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NEIDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Laday of Aug.

NEIDA HAYHURST

COUNTY CLERK

By Sheecklefood Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" a mached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITHESS our heads this 2nd day of May, 1969.

HUEIT OIL COMPANY

ATTEST:

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STATE OF TEXAS	٨	
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COUNTY OF DALLAS	· · · · · · · · · · · · · · · · · · ·	
known to me to be to Senior Vice-Preside a corporation, and corporation for the therein stated.	the person whose name lent acknowledged to me the purposes and consider	thority, a Notary Public in and for said County ced, decree tunyus, is subscribed to the foregoing instrument as for for, lat he executed the same on behalf of said tration therein expressed, and in the capacity of OFFICE this, day of,
1969.	THE MINISTER OF THE CONTROL OF THE C	P ~
		Alila & O. O.
		NOTARY PUBLIC in and for
	· · · · · · · · · · · · · · · · · · ·	Dallas County Texas
		SHIRLEY F. COLLINS. Notary Public,
STATE OF	Ŏ	in and for Dallas County, Texas
COLIMBNA OE	Α.	My commission expires June 1, 1967
COUNTY OF	<u> </u>	
expressed.	that he executed the DER MY HAND AND SEAL O	same for the purposes and consideration therein
es v		MORADY DUDITO in and for
		NOTARY PUBLIC in and for
		NOTARY PUBLIC in and for
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STATE OF	<b></b> \$	
COUNTY OF		hority, on this day personally appeared
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known to me to be thaving been examine fully explained to and deed and declar sideration therein wish to retract it.	wi the person whose name and by me privily and a her, she, the SAID WI red that she had willi expressed and in the	chority, on this day personally appeared fe of
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STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 5 1969

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NEUX HAYHURST

to be a full, true and correct copy of the contains on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this # the day of Aug NELDA HAYHURSTI
COUNTY CLERK

By # Mexico Sinat on file in my office and that I have carefully compared the same with the original.

NELDA HAYHURSTI
COUNTY CLERK

By # Mexico Sinat on file in my office and that I have carefully compared the same with the original.

Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Mry 28 19	69		Lois	E. Bel	akeli	1/
Attest:		Ву			0	
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Deputy on silve

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the angination file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this # Taday of County CLERK

By A Shaulle for Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit. Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below	opposite its signature.
DATE:	BM. Der Rance
Attest:	By:
	Its:

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 1 6 1969

STATE OF NEW MEXICO

COUNTY OF ROOSEVELT

SS

(County Clerk) do hereby certify the foregoing

(NEDDA FLAYHURST topy of the original on file in my office and that I have

to be a full tries and correct copy of the original.

Carefully compared to sales with the original. Winess my land and seal of office this Total Ary Clean

COUNTY CLEAN

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STATE OF NEW MEXICO
COUNTY OF HIGH SEVELT

I, NEDA HAYHURS SEVELT

to be a full, true and correct copy of the original on tile in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Hiday of COUNTY CLERK

By Shace Lefter Deputy

WHEREAS, the undereigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Runges 34 and 35 East, N.M.P.M., Roosevelt County, hereinafter referred to us the Unit Agreement, and the undersigned owner (whether one or more) or working interests hereby acknowledges receipt of a true copy of said Unit Agreement and a true copy of the "Unit Operating Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement lachtity the Tracts which may become a part of the Milnepund (San Andres) Unit as initially constituted, depending upon whether such Tracts quality for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for provided in said Agreement; and counterpart execution and for ratification by other instrument execution and for ratification and for ratification by other instrument execution and for ratification an by the provisions of suld Agreements; and

WHEREAS, the andersigned represents that it is a Povalty. Overriding Royalty. Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tructs identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Omeriding Poyulty or Production Payment Interests desires to and does hereby rating and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner or both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

IN WITHKIS WHEREOF, each of the understaned parties has executed this exhibito. on the outer set worth below opposite its signature. Luna higus Attest:

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1969. COUNTY CLEAN	Deputy
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STATE OF NEW MEXICO
COUNTY PROPRESEVELT

SS

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have cerefully compared the same with the original.

Witness my hand and seal of office this HAYHURST

NEDE HAYHURST

COUNTY CLERK

By Allack Lynn Deputy

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT' ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opp	posite its signature.
DATE:	Lillie plans, K. Wyow
Attest:	By:
	Its:

٠	STATE OF New 22 refice
(	COUNTY OF Scal
-	BEFORE ME, the undersigned authority, a Notary Public in and for said County
. ]	and State, on this day personally appeared to the foregoing instrument as
•	a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
٠.	OLVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of
	1969.  Bully Consission system 1, 1971  Bully Barrier 1, 1971
	NOTARY PUBLIC in and for Sea. County J.M.
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***,	BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the foregoing instrument, and
	acknowledged to me that he executed the same for the purposes and consideration therein expressed.
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

| NELDA HAYHURST | County Cl -kl do hereby certify the foregoing to the a full, true and correct county of the original.

Witness my hand and seal of office this 9th day of Sulley

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
SS (County Clark) do hereby certify the feregoing
NEIDA HAYHURST
To be a full, true and correct copy of the original on file in my office and that I have
cerefully compared the same with the original.
Witness my hand and seal of office this the day of County Clerk

By Amacheletane
Deputy

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILMESAND (SAN ANDRES) UNIT HOOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, hereinafter referred to us 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to us the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Tructs which may become a part of the Milnegand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for Pattication by other instrument agreeing to be bound by the provisions of said Agreements; and

Wilkheas, the undersigned represents that it is a Bovaity. Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Practs identified by said exhibits.

NOW, THEREFORE, the undersigned owner or Royalty. On triding Royalty or Production Payment Interests desires to end does hereby cutify and continued Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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

DATE: 6.30.69 Zarnen BRogers

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STATE OF NEW MEXICO COUNTY OF ROOSEYELT

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## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

instrument on the date set forth below opposite its signature.

DATE: 6-2-69

Attest:

By:

IN WITNESS WHEREOF, each of the undersigned parties has executed this

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

[County Clerk] do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Laday of County Clerk

NEIDA HAYHURSTI

COUNTY CLERK

By Manual Lafael Deputy

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Rocsevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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	Its: Udelf Cook

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STATE OF TEXAS	0		ublic in and for said	County
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STORE ME. T	he undersigned auti	ed	he foregoing instrumer	it as
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BEF	ORE ME, the undersi	wife of	ibed to the foregoing	ng the same
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT in NEIDA HAYHURSE (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. (County Clerk) do hereby certify the foregoing Witness my hand and seal of office this 19 th day ci NELDA HAYHURST 1969 COUNTY CLERK

Phickle for Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Ltd day of a

19 69

NEDS HAYHURST

COUNTY CLERK

RATIFICATION OF AGREEMENTS ENFITTED
"UNIT AGREEMENT" AND "UNIT OFERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andrea) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, hereinafter referred to us 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnepand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound, by the provisions of said Agreements; and

"WHEREAS, the undersigned represents that it is a Poyalty. Overriding Royalty.

Production Payment. Working Interest Owner, or any combination, as defined in said

Unit Agreement, in one or more of the Tracks identified by Said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Oweriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WITHESS WHEREOF, each of the unserstaned parties has executed this instrument on the same set forth below apposite its signature.

LATE: 6-21-69

Attest:

By:

Its:

STATE OF NEW MEXICO COUNTY OF ROOSEVELT.
Rocorded (1/2)

JUL 1 1 1969

NOTARY PUBLIC in and for

, County

	ATE_OF_NEW_MEXICO
	OUNTY OF ROOSEVELT ss, (County Clark) do hereby certify the foregoing
	be a full, true and correct copy of the original on file in my affice and that I have
,	ability compared the same with the original.
	Witness my hand and seal of office this 22 Tizy of Sheles
	69 nelda Hauberest
-	COUNTY CLEAK
	By milete Deputy

Witness my hand and seal of office this 4 thday of Que

19 69.

NELDA HAYAURSE COUNTY CLERK

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, hereinafter referred to as the Unit Agreement, and the undersigned cwner (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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 11-25-69	May Cesh	machis
Attest:	Ву:	) / Stan
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STATE OF _		<u> </u>	,		
COUNTY OF		0			
and State	BEFORE ME, the unde on this day person	ally appeared	•	•	,
known to m	ne to be the person	whose name is		the foregoing ins	trument as
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COUNTY OF	Upshur	<b>Q</b>	Annual Communication of the Co		
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JUN 3 1969

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

IN MEIDA HAYHURST

To be a full, true and correct copy of the original.

Carefully compared the same with the original.

Witness my hand and seal of office this 4 th day of Acceptable

NELDA HAYHURST

NELDA HAYHURST

COUNTY CLERK

Deputy

# RATTFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 1969	osite its signature.
Attest:	By:
Princiela Budinos	Its:
	GERALD N. FRANK
CICY (VI) DEBUGAY MAGA AND AND AND AND AND AND AND AND AND AN	

THE STATE OF NEW YORK COUNTY OF Nassau acknowledged before me	The foregoing instrument was this, g day of May, 1969,	py
CERALD N. FRANK husband and wife.	and ELEANOR F. FRANK  Lee last femical work  NOTARY PUBLIC	·
HEBBERT BONNABEAU  HEBBERT BONNABEAU  GROWN State of Hew York  Clor 30-5380935  County Hassau County  County Hassau  County Hassau County  County Hassau  County Hassau  County	•	

STATE OF NEW MEXICO COUNTY OF ROUSEYELD Recorded this

JUN 3 1969

At 10:06 O'Clock Airs 684
Book let Pego forst
Clerk Deputy Deputy

SIGN AND RETURN THIS COPY

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4 day of County Clerk

NELDA HAYHURST

COUNTY CLERK

By Machine Deputy

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS: 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or · less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payments Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature. BARBARA ANN FRIEDMAN TRUST

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BARBARA ANN FREE	District Ziver
By: X /c/ Grand Le	Trustee
Its: ()	0-1
By: V AALA	P. tracedancey
FILLOW G. STATE	<u> </u>

SIGN AND THEFTON THIS COPY

THE STATE OF NEW YORK

The foregoing instrument was

COUNTY OF

acknowledged before me this // May of May . 1969, by HAROLD WEILL

Trustees of the BARBARA ANN FRIEDMAN TRUST and ERICA G. FRIEDMAN,

NOTARY PUBLIC

My Commission Expires:

BEATRICE'S, ELIVAT 1971
Notary Public, State of New York
No. 31-170-35/1/10
Qualified in hery folk County
CommissionExpires March 20, 1974

STATE OF NEW MEXICO COUNTY OF ROOSEVELY Recorded this

JUN 3 1969

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Book 61 Page:
Clerk Neld Page:
Deputy 211 A Clerk

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### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Unit Operating Agreement; and the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for provided in said Agreement; and counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

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

instrument on the date set forth below off	
5-13-69	
DATE:	By:
Attest:	Its:
	STANLEY I. OLICKIAN
SIGN AND RETURN THIS COPY	RIDER H. GLICKSTAN

THE STATE OF NEW YORK  COUNTY OF New York  acknowledged before me this /  STANLEY I. GLICKMAN and RI	The foregoing instrument was  day of <u>May</u> , 1969, by
husband and wife.	John I Planners
My Commission Expires: Mauf 30-1971	JOHN J. FLANNERY  Notary Public, State of New York  No. 31-1247800  Qualified in New York County  Commission Expires March 30, 1971

STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NEIDA HAYHURST

I, Neida Hayhurst

I to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this # the day of Neida Hayhurst

NELDA HAYHURST

COUNTY CLERK

By Shackleybox

Deputy

### RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

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

nstrument on the date set 101011	
DATE:	By:
Attest:	Y Transfoye
EIGN AND RETURN THIS COPY	FRANK T. JOYCE  V DELCHLISC II. JOXCI III.

THE STATE OF NEW YORK	The foregoing instrument was acknowledged
COUNTY OF MONROE	y of May, 1969, by
before me this /// da	nd FLORENCE H. JOYCE
husband and wife.	Milliam F. Thompson NOTARY PUBLIC

My Commission Expires:

WILLIAM F. THOMPSON WILLIAM F. THOMPSON

Motary Public in the State of New York

MONROE COUNTY, N. Y.

Commission Expires March 30, 192./.

STATE OF NEW MEXICO COUNTY OF ROOSEYELT,

JUN 3 1969

At 10:09 O'Clockfish. 690
Book 61 Pege Hayhurst
Clerk nelda Hayhurst

STATE OF NEW MEXICO COUNTY OF ROOSEVELT

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

1969

COUNTY CLERK
Shacklafock Deputy

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signative.

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SIGN AND RETURN THIS COPY

THE STATE OF TEXAS	<b>)</b>
COUNTY OF Midland	) The foregoing instrument was
acknowledged before me th	is day of May 1969, by
R. I. HALVORSEN and	JEAN HALVORSEN
husband and wife.	
ox PUZZ	shalli I than
	NOTARY PUBLIC
My Commission Expires:	

STATE OF NEW MEXICO COUNTY OF ROUSEVELT Recorded this

JUN 3 1969 ---

At 10:10 O'Clock AM. 692

Book 61 Page Atriburat

Clerk Held Reserved

Deputy on Reserved

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original of the in my office and that I have carefully compared the same with the original. Wilness my hand and seal of office this 4th day of Aug NELDA HAYHURST. 19,69. COUNTY CLERK
Shacklaford Deputy

Meno mario

### RATIFICATION OF AGREFMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this

DATE:				-	
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some me this	ROE // day o	of <u>May</u>	HORTON	069, by	)()	
husband and wif	e.			Todies	9//10	/  6/-
RODGER G. HAI Notary Public in the State of MONROT COUNTY, By Commission Expires Mar	New York N. Y.			NOTARY I	COBMIC	
My Commission I	xpires:			Name of Association	. •	
My Commission I	xpires:					
My Commission I	expires:					
My Commission I	expires:		COUNT	OF NEW MEXIC IY OF ROOSEY Recorded this	io Tele	

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I. NELDA HAYHURST

It to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this Hayhurst

NELDA HAYHURST

COUNTY CLERK

By Allocale for a Deputy

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:	May	15	1969		
Attest:	4	)		Bv:	
Aucesu.		1 11.	William	. <u>Dy</u> .	

THE STATE OF CALIFORNIA )	
COUNTY OF VENTURA ) The foregoin	g instrument was acknowledged
before me this 1/3 day of May	_, 1969, by
ROBERT D. LINNETT and JEAN C.	LINNETT
husband and wife.	1/
PHILIP J. SPELLMAN, Notary Public in and for the County of Ventura, State of California  My Commission Expires Nov. 27, 1969  MV COmmission Expires Nov. 27, 1969	NOTARY PUBLIC
My Commission Expires:	PAILID I CONTROLOGICO
	PHUP I. SPELLMAN  NOTARY PUBLIC: CALIFORNIA PRINCIPAL OFFICE IN VENTURA COUNTY  PRINCIPAL COUNTY  PRINCIPAL COUNTY  PRINCIPAL OFFICE IN PRINCIPAL COUNTY  PR

STATE OF NEW MEXICO COUNTY OF ROOSEYELT,

JUN 3 1969

At 10:12 O'Cloud M.

Book 61 Paga 606

Clerk Heldy Fraginist

Deputy Marchelle

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NEIDA HAYHURST

To be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. 1969 NELDA HAYHURST,
COUNTY CLERK
Shackle for l

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:

By:

Its: X(I, ((i -

_____

THE STATE OF NEW YORK	to the man acknowledged
COUNTY OF MONROE )	The foregoing instrument was acknowledged
before me this 19th day	OJ. Same
El Commence of the	EN and EMMA LUELLEN
* This band and wife.	NOTARY PUBLIC
E PUBLICATION OF THE PROPERTY	MOTARY POSITO
My Commission Expires:	
MA COMMISSION WAREHOUS	

STATE OF NEW MERCO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:13 O'Clock A.M.

Book 61 Page
Clerk Nelda Hair
Deputy On Richard

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NEIDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4 Llday of NELDA HAYHURST

COUNTY CLERK

By Alanders Deputy

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

instrument on the date set forth below o	pposite its signature.
DATE:	and the second s
Attest:	By:
	Its:
	William Down
SIGN AND RETURN THIS COPY	WILLIAM S. DEVIM
	BALDARA J. NEVIN

THE STATE OF CALIFORNIA )  COUNTY OF LOS ANGELES ) The foregoing instrument was acknowledge before me this / 100 day of May, 1969, by	id —
WILLIAM S. NEVIN and BARBARA J. NEVIN	
MARY E. JUSTUS  NOTARY PUBLIC CALIF  PRINCIPAL OFFICE IN LOS ANGELES COUNTY  My Commission Expires Sept. 11, 1972  My Commission Expires:	

STATE OF NEW MEXICO COUNTY OF ROOSEVELT. Recorded this

JUN 3 1969

At 10:14 O'Clock 1.M. 70 (
Book 6 1 Pace
Clerk Nelda Structurest
Deputy MR Libert

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Witness my hand and seal of office this 4th day of aug Should for

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty. Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 12/12/1969	
Attest:	By:
Milica Luca	Its:
	MURENY SUSSMAN
SIGN AND RETURN THIS COPY	

THE STATE OF NEW YORK )	
COUNTY OF MEW YORK ) The	foregoing instrument was acknowledged
before me this / /2 day of	May 1969, by
MURRAY SUSSMAN and M	IRIAM SUSSMAN
husband and wife.	
husband and wife.	Minhael Handel
My Commission Expires:	NOTARY PUBLIC

MICHAEL HENNESSED
NOT AY PUBLIC State of New York
Mr. 41 1755035
Commission Expires March 30, 1971

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:15 O'Clock A.M. 702
Book 61 Page Highwest
Deputy Mildribate

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

(County Clark) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this # Lleday of Relating Nelda Hayhurst

COUNTY CLERK

By Shach Mexicol Deputy

# RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILHESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Signature WINTER, WOLFF & COMPANY,

DATE: 5 / 1/1. 4	WINTER, WOLFF & COMPANY,
	a partnership composed of
Attest: ()	Herbert Winter and Ernst Wolff
Chair San	1.
	Ву: \ (нт
	By: I hav Merit
and the control of th	

The foregoing instrument was acknowledged THE STATE OF NEW YORK day of May . 1969, by HERBERT WINTER COUNTY OF NEW YORK partners of WINTER, WOLFF & COMPANY, before me this NOTARY PUBLIC My Commission Expires

STATE OF NEW MEXICO COUNTY OF ROOSEVELT, Recorded this

JUN 3 1969_

10:16 O'Clock A.M. 704 MRI

OND PETURN THIS COPY

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

(County Clerk) do hereby certify the foregoing

I, NELDA HAYHURST

to be a full, true and correct copy of the original carefully compared the same with the original. Witness my hand and seal of office this # The day of Aug NELDA HAYHURST

COUNTY CLERK

By Shaekle for Deputy

# RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS. the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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

DATE:	5/12/69	
Attest:	0///	By: Its:
	3	NAMCY ELETER, a feme sole

THE STATE OF NEW YORK	
COUNTY OF NEW YORK	) The foregoing instrument was acknowledged
before me this 11 day	of <u>May</u> , 1969, by
NAN	CY WINTER, a fême sole
	Muly Dily
	NOTARY PUBLIC
My Commission Expires:	² 4.

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:17 O'Clock AM. 706
Book 61 Page
Clerk Melda Frayhuret
Deputy Mightele

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST

To be a full, true and correct copy of the profinal on file in my office and that I have carefully compared the same with the original. Wilness my hand and seal of office this # Theday of HELDA HAYHURST COUNTY CLERK
Ruckle ford Deputy

# RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: May 9 19 690			i.	
Attest:	By:			
- driff S	Its:	1		terrender van service de service
	4	les the	aff	
SIGN AND RETURN THIS COPY		on temas Legal	OLER Politica	

THE STATE OF NEW YORK	g instrument was acknowledged
COUNTY OF MAIN TAXABLE	
before me thisday or	1969, by
ERNST WOLFF and ILSA WOLFF	and the second s
husband and wife.	Michin Sahar
	NOTARY PUBLIC
A.	
My Commission Expires:	

My Commission Expired

OBLIC.

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:18 O'Clock 2M. m 08
Book 61 Page Thinghwest
Clerk reldg Thinghwest
Deputy on Richard

COUNTY OF ROOSEVELT ss

To be a full, true and correct copy of the original on life in my office and that I have

Witness my hand and seaf of office this day of

WELDA HAYHURST

COUNTY CLERK

Deputy

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

Eigh had beyond this core

DATE:	5/12/69	·		*		
Attest:	(a ))		By:			×
	1 Tues		Its:			
	•		X		tia (In	· Will
			717	OTEN TOTAL AND	Y 7.7/1/2 2222 m	

	TE OF NEV OF NEW YO	)	The fore	going instr	ument was	acknowled	lgeď
before	me this	12 day	of May	, 1969	), by		
	PATRIC	CIA ANN WO	LFF, a fe	me sole.			
(SEAL)					illu	Alvin	
(SERE)			ing Alexander		NOTARY PUB	Lic	
My Comm	1	pires: 10th				1	

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:19 O'Clock A.M. 710
Book 61 Page
Clerk nelds 7 tayshurst
Deputy miles been

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURSTI

To be a full, true and correct copy of the original on file in my office and that I have
carefully compared the same with the original. y compared the same with the original.

Witness my hand and seal of office this Laday of Aug 1969

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding Royalty or Production Fayment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" a mached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

Wayner of Walter

Garce P. Fletcher Walters

viane of vo secarity	663
COUNTY OF	
und State on this day nersonally	ned authority, a Notary Public in and for said County appeared, name is subscribed to the foregoing instrument as for
	o me that he executed the same on behalf of said consideration therein expressed, and in the capacity
GIVEN UNDER MY HAND AND	SEAL OF OFFICE this day of,
.909•	
	NOTARY PUBLIC in and for
	, County
STATE OF ARKANSAS (	
COUNTY OF PULASKI	
expressed.	e name is subscribed to the foregoing instrument, and ed the same for the purposes and consideration therein SEAL OF OFFICE this
COUNTY OF PULASKI	
Carol P. Fletcher Walters  mown to me to be the person whose naving been examined by me privily fully explained to her, she, the S and deed and declared that she had	ned authority, on this day personally appeared  wife of Lawrence F. Walters  name is subscribed to the foregoing instrument and and apart from her husband, and having the same SAID WIFE, acknowledged such instrument to be her act willingly signed the same for the purposes and con- in the capacities therein stated, and that she did not
GIVEN UNDER MY HAND AND	SFAL OF OFFICE this 3rd day of April ,
My Commissión expires:	La Carte
1-11-72	NOTARY PUBLIC in and for
The state of the s	Little Rock , County Pulaski

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:45 O'Clock M.

Book Page

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
I, NEIDA HAYHURST
To be a full, true and correct copy of the original on file in my office and that I have
carefully compared the same with the original.

Wilness my hand and seal of office this tal day of

NELDA HAYHURST

COUNTY CLERK

Reacher for

664

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

"REGARDLESS OF ANY OTHER PROVISION HEREOF, UNIESS ALL INTERESTED PARTIES SIGN THIS INSTRUMENT OR AN EXACT COUNTERPART THEREOF, IT SHALL BE BINDING UPON WAY ENTERPRISES, INC. ONLY AT ITS OPTION, WHICH

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 2, 1969	Way Enterprises, Inc.
Attest:	By: Thansan
" I'm liver	W.A. Yeager Its: President
G. Goss Yeager, Secretary	

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PATE OF TEXAS			
OUNTY OF HIDL	ANDO	w.A. Yeager  subscribed to the foregoing in	said County
JUNII OI	the undersigned author	ity, a Notary Tubil	taumont. 85
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

9:46 O'Clock 1 16 6 1

Del 1 Persenturs 1 Book Of Page Clark All Comments Deputy Mily

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of Aug NELDA HAYHURST.

NELDA HAYHURST.

COUNTY CLERK

By Halackle facl Deputy

3

# RATIFICATION OF AGREEMENT'S ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty,
Production Payment, Working Interest Owner, or any combination, as defined in said
Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS MY HAND at Austin, Texas on this 24th. day of March, 1969.

Flora Weathersby, individually and as executrix of estate of C. W. Weathersby, deceased.

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Witness my hand and seal of office this 4th day of Aug.
NELDA HAYHURST COUNTY CLERK

**Elacka ford Deputy 1969

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Cfill / 6-/969- Dealdwid Lungar Williams

Attest:

By: I Williams

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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST

to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4 Theday of NELDA HAYHURST

COUNTY CLERK

By MacLafacl Deputy

S.

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

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WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

At 9:49 O'Clock A.M. 670

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I. NELDA HAYHURST

It to be a full, true and correct copy of the original on life in my onice and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of Aug.

NELDA HAYHURSTI

COUNTY CLERK

By Allack la ford Deputy,

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of .s right, title and interest in all of the Tracts identified by said exhibits.

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

	••
DATE:	THE FIRST NATIONAL BANK OF MIDLAND
Attest: (corporate seal)	By: Will Course Vice-Pres.
(Cashier)	
( White Holewall)	Brown State Color Color
Allen K. Trobaugh	Myron Anderson
	E Broken of the Color of the
Melba Y. Trobaugh SIGN AND RETURN THIS COPY	Mildred Anderson

usband and wife.	GH and MELMA	g instrument 1969, by <u>X. TROBAUGH</u>	
		· Heb	rgin Paw
1104		NO	TARY PUBLIC ORGIA PACE on Expires June 1, 1969
y Commission Expires:		My Commiss	(0)
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HE STATE OF TEXAS	•		÷
sst. Vice President o national banking ass	ociation, cn k	ehalf of said	corporation.
TE THE AND		San	Johnson
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y Commission Expires:		NOT	Johnson
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9-1969		NOT	Johnson
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THE STATE OF TEXAS	y of May	g instrument v	Johnson RY PUBLIC

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:00 O'Clock A.M. 672
Book 61 Pago 672
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of NELDA HAYHURST

COUNTY CLERK

By Machine Your Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Creating Agreement; and

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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	IN WITNESS WHEREOF, each of ton the date set forth below	the undance is	
instrument	t on the date set forth helow	andersigned parties has	executed this
DATE:	t on the date set forth below	opposite its signature.	
Attest:			
· ·		By:	
	-	Its: /	
		+ family	100

COUNTY OF BRUNA	le foregoing instrument was  /// day of May, 1969, by	
BERNARD E. ALPERN and M. husband and wife.	Morrey PUBLIC	_
My Commission Expires:	MURRAY BERKMAN Notary Public, State of New York No. 30-0261100 Qualified in Nassau County Commission Expires March 30, 1969	

STATE OF NEW MEXICO COUNTY OF ROOSEVELT, Recorded this

JUN 3 1969

At 10:01 O'Clock M.

Book 101 Page 1 Bhurit

Clerk Milder From
Deputy. Difference States of the Comment of the

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Wilness my hand and seal of effice this 4th day of NELDA HAYHURST.

COUNTY CLERK

By Shacklefack Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:	4.				
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THE STATE OF TEXAS	<b>)</b>			
COUNTY OF Midland	The	foregoing instr	rument was	3
acknowledged before me	on this	al day of	May	_, 1969, by
CARLTON BEAL and				
husband and wife.	* .			Thara
Topic .	en en en en	NOTA	RY PUBLIC	1
My Commission Expires	•			

STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

At 10:02 O'Clock DM 76 Book 10 1 Peso 16 Burst

Clerk Mclda Frehurst

Deputy Diffill the Market

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this #th day of NELDA HAYHURST

COUNTY CLERK

By Shackleford Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370:18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below	opposite its signature.	
DATE: W. 2. 18 1969	·	
Attest:	By:	
	Its:	
	& Close B Bis	
SIGN AND RETURN THIS COPY	CASARIS D. DULMASON	

THE STATE OF NEW	XORK		
COUNTY OF, New Yor	The fore	going instrument	was
acknowledged befo	ore me this/da	y of <u>May</u>	, 1969, by
LAWRENCE A.	BENENSON and CLAI	RE B. BENENSON	
husband and wife.			Mark Market
		M. Alsen	10.0
/	-	NOTARY PUBLIC	
		MARTIN C. FEIN NOTARY PUBLIC, State of Nev	W York
My Commission Exp	oires:	No. 24-1180965 Qualified in Kings County Cert. filed in Kings Alarch 20	Y. Co.

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 10:03 O'Clock ANS 78
Book 61 Paga free
Clerk Nell free free
Deputy Miles State of the company 
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this HAYHURST

NELDA HAYHURST

COUNTY CLERK

By Shacklyford Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township & South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

* *- f	ent on the	date set i	orth below op	posite its sign	acure.		
DATE:					· · · · · · · · · · · · · · · · · · ·		
Attest:				By:			
				Its:	<u></u>		/2
	O.			1	flevel of	) 1-12-Ca	1
	SIGN AND	ŘETURN T	HIS COPY		PARVEY H. I	насх	<del></del>

COUNTY OF CHONCE	) ) The foregoing instrument was
acknowledged before me this 2	/ Z day of May , 1969, by
HARVEY H. BLACK and IDA	C. BLACK
husband and wife.	J. Ata Bush
NOTARY PUBLIC, State of II. Y., Montee County My Commission Expires March 30, 19	NOTARY PUBLIC
My Commission Expires:	

STATE OF NEW MEXICO COUNTY OF ROOSTYFLTI Recorded this

JUN 3 1969

At 18:01-00 Clock of Book 61 - Page 1 tue
Clerk nell fill fill Company might be company of the c

NELOV	copy of the original.
to be a full, true and conservation	with the original.
to be a full, true and correct carefully compared the same	d seal of office this 4th day of aug
Wilness my hand an	o sear or ome - Arrivatiosil
1 6	NELUA III.
19 6 7	COUNTY CLERK
	Bis of Shackleford Deputy
	DY

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Unit Operating Agreement; and the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for provided in said Agreement; and counterpart execution and for ratification by other instrument agreeing to be bound

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, by the provisions of said Agreements; and Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

IN WITNESS WHEREOF, each of the undersigned parties has executed this exhibits. the date set forth below opposite its signature. i

IN WITH	ESS MUNICIPAL POLICY OF	posite its sie	
ent on the	date set forth below of		
instrument	11/1/19	By:	
DATE:			7
Attest:		100. 105 in	THE FOR TAN
·		District	B. FOMAN
	HOTERN THIS COPY	Calman day 1 1 1 1 1 1 1 1 1 1	·

THE STATE OF NEW YORK	The foregoing instrument was
acknowledged before me this /_	day of May 1969, by
MAURICE R. FORMAN and M	ANTHE B. FORMAN
husband and wife.	
husband and was	NOTARY PUBLIC
My Commission Expires:	NOTARY PUBLIC, State of it. Y., Monroe County  My Commission Expires March 30, 19

STATE OF NEW MEXICO STATE OF NEW MEXICO Recorded His

JUN 3 1969

At 10105 O'Clock AM. 682
Book 61 Poset Sturt
Clerk Weld A Sturt
Deputy—Miles Sturk
Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

1, NFLDA HAYHURST. (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this #th day of Aug.

NELDA HAYHURST.

COUNTY CLERK

By Marchaelara Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

WITNESS my hand this 28th day of March, 1969.

Frace Edna Offenhauer

STATE-OF	
COUNTY OF	•
and State	BEFORE ME, the undersigned authority, a Notary Public in and for said County on this day personally appeared ne to be the person whose name is subscribed to the foregoing instrument as
known to n	for,
a corporation corporation therein st	cion, and acknowledged to me that he executed the same on behalf of said on for the purposes and consideration therein expressed, and in the capacity tated.
1969.	GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of,
	NOTARY PUBLIC in and for
	, County
• •	- Country
STATE OF	Marracer 0
COUNTY OF	Decene 1
and State, known to m	BEFORE ME, the undersigned authority, a Notary Public in and for said County, on this day personally appeared have the foregoing instrument, and ged to me that he executed the same for the purposes and consideration therein
	GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of Manele,
1969.	
	Similar Simila
	NOTARY PUBLIC in and for
3	
	Mille , County Messacier my lannum expers 4-20.70
CONTACTOR OF	
STATE OF	
COUNTY OF	· · · · · · · · · · · · · · · · · · ·
	BEFORE ME, the undersigned authority, on this day personally appeared wife of
having bee fully expl and deed a sideration	me to be the person whose name is subscribed to the foregoing instrument and en examined by me privily and apart from her husband, and having the same lained to her, she, the SAID WIFE, acknowledged such instrument to be her act and declared that she had willingly signed the same for the purposes and conntherein expressed and in the capacities therein stated, and that she did not etract it.
	GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of
1969.	
	NOTARY PUBLIC in and for
₹v	
	, County
•	STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this
	JUN 3 1969
ar Service	At 9:27 O'Clock AM. 696
	Clork Nell Transmission  Daputy M. Peterson

4 1

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

To be a full, true and correct copy of the original.

Witness my hand and seal of office this 4th day of County Clerk day of C

By & Shackle for Deputy

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: April 25, 1969	- Madel & O leson
Attest:	T1
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STATE OF	<b>0</b> ·	629
COUNTY OF	<b></b> 0	••••
and State, on this day	personally appeared	ty, a Notary Public in and for said County ubscribed to the foregoing instrument as
known to me to be the p	erson whose hame is s for	described to the foregoing instrument as
		e executed the same on behalf of said on therein expressed, and in the capacity
GIVEN UNDER M	Y HAND AND SEAL OF OF	FICE this day of,
1909.		
		MODATIVE TRUET TO 2
	•	NOTARY PUBLIC in and for
	•	, County
STATE OF DREGOM	0	
COUNTY OF UNDATILL	4 0	
BEFORE ME, the and State, on this day known to me to be the packnowledged to me that expressed.	e undersigned authori personally appeared erson whose name is s he executed the same	ty, a Notary Public in and for said County  MABEL OLSSON,  subscribed to the foregoing instrument, and  for the purposes and consideration therein
GIVEN UNDER M	Y HAND AND SEAL OF OF	FICE this 25 day of Upil,
1909.		
	**	alex TD. (Sixte
		NOTARY PUBLIC in and for 1195
		County
		my Commission Experien 11-3-6,
STATE OF OREGON	0 (	
COUNTY OF UNDATILLA	0	
BEFORE ME, th	e undersigned authori	ty, on this day personally appeared of MARKL B. OCSSON,
known to me to be the p	erson whose name is s	subscribed to the foregoing instrument and from her husband, and having the same
fully explained to her, and deed and declared t	she, the SAID WIFE, hat she had willingly	acknowledged such instrument to be her act signed the same for the purposes and con-
	Y HAND AND SEAL OF OF	PFICE this 25 day of Lynn,
1969.		
		NOTARY PUBLIC in and for Ouga
		, County
		My Communion Expure 11-3-
STATE OF N		
COUNTY OF		

JUN 3 1969

At 9:28 O'Clock AM. 628

Book el Pege 1 628

Clork Deputy in April 1969

STATE OF NEW MEXICO

COUNTY OF ROOSEVELT

SS (County Clork) do hereby certify the foregoing

NELDA HAYHURST

To be a full, true and correct copy of the original on file in my office and that I have

carefully compared the same with the original.

Witness my hand and seal of office this Ltd. day of Witness my hand and seal of office this Ltd.

NELDA HAYHURST

NELDA HAYHURST

NELDA HAYHURST

Deputy

Deputy

1150

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below op	
DATE: 4-14-69	Cherle Schuttener
Attest:	By:
	Its:

		X.				
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a corporation,	and acknowledg	ed to me that he eand consideration	therein exp	ressed, and i	n the capacity	
corporation fo	r the purposes			dow of		٠ و
arve	ON UNDER MY HANT	) AND SEAL OF OFFI	CE this	_ uay 01		
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known to me	to me that he	executed the same	TOI OILS F	•	• . •	.02
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and deed	and declared th	she, the SAID WIFE nat she had willing essed and in the c	apacities th	erein stated	, and one	: 1
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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of Aug.

NELDA HAYHURST

COUNTY CLERK

By Mackle fact. Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.48 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said.

Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 4/12	4/69	Den Schusterne
Attest:	*	By:
	<i>L</i> .;	 Its:

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	COUNTY OF		<b></b> 0			e de la companya della companya della companya de la companya della companya dell	
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	a corporation therein st	on for the pu	nowledged to rposes and co	me that he exe	ecuted the same nerein expresse	e on behalf of ed, and in the	said capacity
	1969.	GIVEN UNDER	MY HAND AND S	EAL OF OFFICE	this day	y of	··.
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	STATE OF	Oklaha Zulsa	I				
,	COUNTY OF	Zula	<b></b> ◊				en de la companya de La companya de la co
			and the second second	d authority,	Notary Public	c in and for s	aid County
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Recorded this

JUN 3 1969

At 9:31 O'Clock AM.

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Clock 2128 A. Frag
Deputy 2128 A. Frag
Deputy 2128 A. Frag

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

[County Clerk] do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of Aug.

NELDA HAYHURSTI

COUNTY CLERK

By A Shackle force Deputy

General Bris.

AM 656

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

DEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name is subscribed to the Foregoing instrument and acknowledged to me that he exocuted the same on behalf of said accorporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	STATE OF				
STATE OF  COUNTY OF  BEFORE ME, the undersigned authority, on this day personally appeared with a county of the	COLLABOV OF		Motory Th	blic in and for sai	d County
STATE OF  COUNTY OF  BEFORE ME, the undersigned authority, on this day personally appeared with a county of the	BEFORE	ME, the undersigned autho	rity, a Notary	ne foregoing instrum	nent as
a corporation for the purposes and consideration therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of	and State, on thi	s day remain whose name is	Bubber		roid
STATE OF	a corporation, an	nd acknowledged to me	ation therein exp	), (300m)	• •
STATE OF LEW MICKED  COUNTY OF  BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared subscribed to the foregoing instrument, and known to me to be the person whose name is subscribed to the foregoing instrument, and expressed.  Calven under My hand and Seal of Office this  County Of  BEFORE ME, the undersigned authority, on this day personally appeared wife of  Known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it.  CIVEN UNDER MY HAND AND SEAL CF OFFICE this day of  NOTARY FUELIC in and for  NOTARY FUELIC in and for	therein stated.	THERE MY HAND AND SEAL OF	OFFICE this	_ day of	
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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared subscribed to the foregoing instrument, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act having been examined to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this					
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared subscribed to the foregoing instrument, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration therein acknowledged to me that he executed the same for the purposes and consideration to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband, and having the same having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the SAID WIFE, acknowledged such instrument to be her act having been examined to her, she, the SAID WIFE, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and in the capacities therein stated, and that she did not wish to retract it.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this		***			
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:42 O'Clock AM.

Book 101 Page of Clerk ALL

Clerk ALL

Lepuly 
CTATE OF NEW MENIC	
STATE OF NEW MEXIC	
COUNTY OF ROOSEVE	(County Clark) do hereby certify the foregoing
to be a full true and cor	rect copy of the original on file in my office and that I have
carefully compared the s	ame with the original.
carefully compared the s	gine will the original
Witness my han	d and seal of office this 4th day of ling
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19.69.	NELDA HAYHURST
	COUNTY CLERK
	By K Shackle Lord Deputy
	By Mackle to the beputy
reger	

RATIFICATION OF AGREEMENTS ENTITLED UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said

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

BEFORE ME, the undersigned authority, a Notary Public in and for said Coun and State, on this day personally appeared Known to me to be the person whose meme is subscribed to the foregoing instrument as for a corporation, and acknowledged to me that he executed the same on behalf of said corporation for the purposes and consideration therein expressed, and in the capacity therein stated.  GIVEN UNDER MY HAND AND SEAL OF OFFICE this	STATE OF		0			
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9142 O'Clock AM. 658
Book 61 Page 15 herry
Deputy MALLE

STATE OF NEW MEXICO NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Wilness my hand and seal of office this 4th day of Aug NELDA HAYHURST

COUNTY CLERK

Shackle for Deputy

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesend (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: 12 Mon 169

Attest:

By:

STATE OF	<u> </u>			
COUNTY OF	<b>0</b>			•
BEFORE ME, the und and State, on this day person		y, a Notary Pul	olie in and for	said County
known to me to be the person	n whose name is su	obscribed to the	foregoing ins	trument as
a corporation, and acknowled corporation for the purposes therein stated.	dged to me that he s and consideration	e executed the son therein expre	same on behalf essed, and in t	of said he capacity
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STATE OF NEW MEXICO COUNTY OF ROOSEYELT	24-	ya po katoko j		
COUNTY OF ROOSEVEEL				

JUN 3 1969

At 9: 11/2 O'Clock J.M. 660

Book 61 Pess Frederical

Clerk McClark J. Line 1960

Deputy DM Reiner

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoints to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Witness my hand and seal of office this Hth day of aug 19 69. NELDA HAYHURST
COUNTY CLERK
Shackle for

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres). Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE:

By:

Its:

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STATE OF NEW MEXICO COUNTY OF ROOSEYELT Recorded this

JUN 3 1969

At 9:20 O'Clock AM. 2
Book 6/ Pego 91
Clerk McLater St.
Deputy MK Litebra

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4Ch day of Queg.

NELDA HAYHURST

COUNTY CLERK

By Shaulle ford Deputy

# PATIFICATION OF AGREEMENTS ENPITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELE COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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At 9:21 O'Clock AM. 616 Book 61 Page Tolking Clork 2015 Clock AM. 616 Daputy 2015 Clock AM. 616

STATE OF NEW MEXICO
COUNTY OF ROUSEVELT ss

(County Clerk) do hereby certify the foregoing
(Net DA HAYHURST correct copy of this original on his in my office and that I have
to be a full, frue and correct copy of this original.

(Witness my hand and seal of office this 4 thickay of the county Clerk)

NELDA HAYHURST
COUNTY CLERK

By Shackleford Deputy

Misc.

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS my hand in Pasadena, California this 25th day of March, 1969.

Eugene L. Middleton

JUN 3 1969

A1 9:22 O'Clock AM. 6

Book le / Page Clork Melda !!

STATE OF NEW MEXI	CO
COUNTY OF ROOSEV	ELT ss call IV to hereby cortify the foregoing
, NELDA HAYHURST	(County Clerk) do hereby certify the foregoing
to be a full, true and co	orrect copy of the original on file in my office and that I have
carefully compared the	same with the original
Witness my har	nd and seal of office this 4th day of aug.
19 69.	NELDA HAYHURST
	COUNTY CLERK
	By A Shackle ford Deputy

3.

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREFMENT" AND "UNIT OPERATING AGREFMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

WHEREAS, the undersigned owner (whether one or more) of Royalty, Overriding KNOW ALL MEN BY THESE PRESENTS: Royalty or Production Payment interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or ·less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as

WHEREAS, Exhibits "A" and "B" attached to said Unit Agreement identify the Unit Operating Agreement; and the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for (provided in said Agreement; and counterpart execution and for ratification by other instrument agreeing to be bound

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, by the provisions of said Agreements; and Production Payment, Working Interest Owner, or any combination, as defined in said

Unit Agreement, in one or more of the Tracts identified by said exhibits. NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or

Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

IN WITNESS WHEREOF, each of the undersigned parties has executed this Horac H. Miller, awidow instrument on the date set forth below opposite its signature. Attest:

STATE OF	O			
COUNTY OF	0			
REFORE M	ME, the undersigned aut	hority, a Notary	Public in and fer said C	county
and State, on this	the person whose name	is subscribed to	the foregoing instrument	; as
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STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 2 1969

At 9:23 O'Clock A.M. 18
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Clerk Nell & Historia

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NELDA HAYHURST (Correct copy of the original on file in my office and that I have Wilness my hand and seal of office this 4th day of ace NELDA HAYHURST

COUNTY CLERK

Park Deputy

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN DY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico, dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B" assached to said Unit Agreement identify the Tracts which may become a part of the Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

WITNESS my hand in Pomparo Beach, Florida this 27th day of March, 1969.

Jaan Clarke Miller

STATE OF			621
COUNTY OF			
and State, on	RE ME, the undersigned auth	ed	
known to me to	be the person whose name i	s subscribed to the for	regoing instrument as
	and acknowledged to me the r the purposes and consider	it he executed the same	
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JUN 3 1969

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Clerk McEdan Figure 1

Loputy M. Reb-line

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of aug.

NELDA HAYHURST

COUNTY CLERK

By Shackle for Deputy

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING ACREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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STATE OF NEW MEXICO
COUNTY OF ROOSEVELT

I, NELDA HAYHURST

(County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seel of office this #th day of RELDA HAYHURST

COUNTY CLEKK

By Phacklefore Deputy

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as proviced in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty of Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Manch 31, 1969 Mele. Well. Well. Color.

Attest:
By:

Its:

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		oscribed to the foregoing instrument as	,
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		executed the same on behalf of said therein expressed, and in the capacity	
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and State, on this day persona	lly appeared	Helen Huddleston Osborne	,
acknowledged to me that she exe		scribed to the foregoing instrument, and or the purposes and consideration therei	
expressed.			
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My Commission Expires	•	Charle (1) walt	
December 3, 1971		NOTARY PUBLIC in and for	
		Okfuskee , County Oklahoma	
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		rom her husband, and having the same knowledged such instrument to be her act	
and deed and declared that she	had willingly s	igned the same for the purposes and con-	
sideration therein expressed a wish to retract it.	nd in the capaci	ties therein stated, and that she did no	t
GIVEN UNDER MY HAND	AND SEAL OF OFFI	CE this day of	,
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And the second s		NOTARY PUBLIC in and for	
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STATE OF NEW	MEYICO	4.	

STATE OF NEW MEXICO COUNTY OF ROUSEVELT Recorded this

JUN 3 1969

At 9:29 O'Clock 163 Book 61 Page 163 B Clerk 220 At 15 The Deputy 2018 Electronic States STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clork) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original. Wilness my hand and seal of office this 4th day of aug 19 69 NELDA HAYHURST COUNTY CLERK

Shackle for Deputy

# RATIFICATION OF AGREEMENTS ENPITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres)
Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

instrument on the date set forth below	opposite its signature.
DATE;	Mildaed Hudson
Attest:	Milliam Tudson
	Its:

IN WITNESS WHEREOF, each of the undersigned parties has executed this

STATE OF	<b></b> ◊				593
COUNTY OF	0				•
and State on this	E, the undersigned a day personally apports the person whose name	earéd		*	
	acknowledged to me ne purposes and cons				
GIVEN UN	NDER MY HAND AND SEA	L OF OFFICE th	is day	of	·
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STATE OF NEW MEX	kicc þ	<b>7</b>			
COUNTY OF EDDY	Ŏ	•			
and State, on this known to me to be	E, the undersigned of day personally apported the person whose name that he executed the	eared <u>MILLIA</u> me is subscrib	M HUDSCK	regoing inst	rument, and
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MILDRED HU		wife of W	LLIAM HUDSCN		
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07公全国	e e		Eddy	, County -	N.M
	STATE OF NEW MEXI COUNTY OF ROOSE	YELT	Eddy Commission	n Effices	6/20/69
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	JUN 3 1969	- ₁			
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	T			, <del>-</del>	

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I, NELDA HAYHURST	ss (County Clerk	k) do hereby certify th	e foregoing
I, NELDA HAYHURSI	enough the obtainer	, on file in my office an	O Mai I Des
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carefully compared the same Wilness my hand an	I seal of office ima∠	TAVUIDST	1
10 /06	NELDA	A HATTIONS.	
19,4		COUNTY CLERK	
	(m	P. Role	Deputy
	Ву	2) - 24	

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MÉXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

TM MT	THE COURT	inor, each of o	one undersigned particles has exceded units
instrument on t	he date se	et forth below	opposite its signature.
DATE:		\$	17 deci Julliana (Halcante
Attest:			Mach Holanh
			Its:

TATE OF	
OUNTY OF	gned authority, a Notary Public in and for said County
nd State, on this day personally	se name is subscribed to the foregoing institution
nown to me to be the person was	for on behalf of said
ornoration for the purposes	to me that he executed the same on behalf of said consideration therein expressed, and in the capacity
herein stated.	3
GIVEN UNDER MY HAND AN	ID SEAL OF OFFICE this day of,
969.	
	NOTARY PUBLIC in and for
	, County
STATE OF	_0
COUNTY OF	signed authority, a Notary Public in and for said County
BEFORE ME, the unders	signed authority, a hours and
and State, on this day personal known to me to be the person when the person where the person where the person where the person where the pers	ally appeared
acknowledged to me that he	
expressed.	AND SEAL OF OFFICE this day of,
	AND SEAD OF OTTER
1969.	
	- morro in and for
	NOTARY PUBLIC in and for
	, County
STATE OF OKLAHOMA	
COUNTY OF OKLAHOMA	
BEFORE ME, the unde	ersigned authority, on this day personally appeared
known to me to be the person having been examined by me profully explained to her, she, and deed and declared that statements adderation therein expressed	wife of Frank Holcomb whose name is subscribed to the foregoing instrument and rivily and apart from her husband, and having the same the SAID WIFE, acknowledged such instrument to be her acted had willingly signed the same for the purposes and contain the capacities therein stated, and that she did n
wish to retract 10.	
GIVEN UNDER MY HAN	ID AND SEAL OF OFFICE this 29th day of March
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AND	NOTARY PUBLIC in and for
	Oklahoma , County Oklahoma
MY COMMISSION EXPIRES: Au	gust 26, 1971
	THE PROPERTY OF THE PARTY OF TH
Man San William	STATE OF NEW MEXICO COUNTY OF ROOSEVELT
	Recorded this
	JUN 3 1969
	Book 61 Page 15 Clock 21 Page 15 Page
	Deputy Minimales

COUNTY OF ROC	SEVELT ss
to be a full, true and	correct copy of the original on life in my office
Witness my 19_69.	hand and soul of office this 4 day of NELDA HAYHURST
33	By Jakebble Deputy

1,

## RATIFICATION OF AGREEMENTS EMPTYLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnisand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

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Jul Attitus		Its:		
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corporation for	and acknowledged to me the purposes and consi	deration therei	n expressed,	and in the capaci	. Cy
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STATE OFNe	w Mexico	÷			
•	Roosevelt				
COUNTI OF		AT .	otary Public i	n and for said C	ounty
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and State, on	RE ME, the undersigned this day personally app be the person whose no me that he executed	ame is subscrib	ed to the fore	egoing instrument	herein
known to me to	this day personally apply the besthe person whose no me that he executed	the same for th	e purposes and	Collogade and a second	• • • • • • • • • • • • • • • • • • •
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My commission	on expires October 11,	1970	Roosevelt	, CountyNe	w Mexico
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STATE OF No	w Mexico y				
COUNTY OF	Roosevelt			هم منشب بنیان در اور	
- CC	angi ang	ed authority, o	n this day per	rsonally appeared	• • • • • • • • • • • • • • • • • • •
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	sion expires October 11	, 1970		Al a	
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STATE OF HEW MEXICO COUNTY OF ROOSEVELT Recorded this

At 9:08 O'Clock A.M. 88

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Clerk 2) el la Harrhanet
Doputy A Marchanet

STATE OF NEW MEXICO COUNTY OF ROOSEVELT I NELDA HAYHÜRST	ss (County Clerk) do hereby certify the fo	regoing
مسمم مادات ال	copy of the original on file in my office and the with the original.	
Witness my hand ar	nd seal of office this # Aday of Charge NELDA HAYHURST	<i></i>
	By mReble	_Deputy

# RATIFICATION OF AGREEMENTS ENTITIED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: MAY 5,1969.	Et Hilman.
Attest:	By: Mis El 2/ lipuon
Jan Tatteison	Its:

STATE OF	
COUNTY OF	
and State, on this day personally appeare	ority, a Notary Public in and for said County
known to me to be the person whose name 1	s subscribed to the foregoing instrument as
a corporation, and acknowledged to me that corporation for the purposes and consider therein stated.	the executed the same on behalf of said ration therein expressed, and in the capacity
GIVEN UNDER MY HAND AND SEAL OF	OFFICE this day of,
1909.	
	NOTARY PUBLIC in and for
and the state of t	, County
STATE OF OKLAHOMA 0	
COUNTY OF LOGAN	
and State, on this day personally appeare known to'me to be the person whose name i	active, a Notary Public in and for said County ed
GIVEN UNDER MY HAND AND SEAL OF	OFFICE this 5th day of May  NOTARY PUBLICAIN and for
My commission expires: 10-24-71	Logan , County Oklahoma
STATE OF Oklahoma	
COUNTY OF Logan	
	nority, on this day personally appeared
known to me to be the person whose name i	e of <u>E.C. Heilman</u> s subscribed to the foregoing instrument and part from her husband, and having the same
and deed and declared that she had willing	TE, acknowledged such instrument to be her act ngly signed the same for the purposes and concapacities therein stated, and that she did no
GIVEN UNDER MY HAND AND SEAL OF	F OFFICE this 5th day of May
1969:	way or
Control Contro	
	Maren Vancey
Park Tarana Sana Sana Sana Sana Sana Sana Sana	NOTARY PUBLIC in and for
	logan , County Oklahoma

STATE OF NEW MEXICO COUNTY OF ROOSEVELT Recorded this

JUN 3 1969

At 9:07 O'Clock This 86 Book 61 Page 586 Clerk Neide Stanheutet

STATE OF NEW MEXICO COUNTY OF ROOSEVELT SS		
carefully compared the same with  Witness my hand and sec	(County Clerk) do hereby certify y of the original on file in my office the original.	the foregoing and that I have
19 <u>69</u> .	NELDA HAYHURST	
Ву	Som ble	Deputy

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## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesani (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially
constituted, depending upon whether such Tracts qualify for inclusion therein, as
provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty of Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests many, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: Maxew 31, 1969	MARK WILLIAM HEFFLEFINGER TRUST
Attest:	By: U.P.G. Thefliftinger
	W. C. Hefflefinger, Trustee
•	Its:

	<b>\</b>			
STATE OF	0	ty, a Notary Public in	and for said County	
COUNTY OF	nulersigned authori	ty, a Notary Millie Tores	roing instrument as	
BEFORE ME, the	personally appeared	ubscribed to the lore	n behalf of said	,
BEFORE ME, the and State, on this day have to me to be the part a corporation, and acknown to propose the stated.	erson in for	ne executed the same of	and in the capacity	
and acki	annsidera.	101-		_,
therein stated.	NOW HAND AND SEAL OF C	OFFICE this day		· · · · · · · · · · · · · · · · · · ·
GIVEN UNDER	MI Hams	TO A DV	PUBLIC in and for	
1969		NOTARI	. County	· .
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TEXAS				
STATE OF	0	hority, a Notary Publiced W. C. HEFFLEFING subscribed to the same for the purposes	ic in and for said Cou	aid,
COUNTY OF HALE	the undersigned aut	hority, a Notary Publiced W. C. HEFFLEFING is subscribed to the same for the purposes	foregoing instrument,	and erein
and State, or	ha nerson whom	came tor one	a a	
known to me to be acknowledged to me	that he executed on	same for the purposes	day of April	
expressed.	THE MY HAND AND SEAL			
1969. GIVEN ON	Dix	D.H.	a young Bone	A Yours)
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n	office: June 1	1969. Hale	, County	
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	<b>X</b>			4 _.
STATE OF			oor el	ď
COUNTY OF		on this d	ay personally appear	ent and
BEFOR	E ME, the undersigned	authority, on this d wife of name is subscribed to	the foregoing instrum-	same
	- whose	trom nei im	- satriment of	1 0000
fully explaine	ed to her, she had	willing varies there	ein states	The way
and deed and deight and the	erein expressed and 1	SEAL OF OFFICE this _	day of	
sideration with the wish to retra	et 10.	SEAL OF OFFICE this _		
1969·	EN ONDER 122			
			NOTARY PUBLIC in and	
			, County _	
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•	STATE OF NEW MEXICOUNTY OF ROOSE	YELT		
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JUN 3 1969

At 9:06 O'Clock AM 584

Book 61 Pago tan heart

Clerk nels a stan heart

Deputy of Strackle ford

STATE OF NEW MEXICO COUNTY OF ROOSEVELT SS I, NELDA HAYHURST	County Click) do hereby certify the foregoing factors of the many office and that I have a column.
to be a full, true and correct copy	a delegati
carefully compared the same with the	o original.
Witness my hand and seal of	of office this 4th day of august
2. gaddless families	COUNTY, CLERK
BY	me ble Deputy

Mark duparen

### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confir said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

instrument on the date set forth dela sir	MARGARET LYNN HEFFLEFINGER TRUST
DATE: MARCH 31 1969	a. C. Willlefunger
Attest:	W. C. Hefflefinger, Amustee
	XXX:

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COUNTY OF _		0		Si	•	-			
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JUN 3 1969

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## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

#### KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DATE: // aren 31, 1969	LISA ANN HEFFLEFINGER TRUST
Attest:	By: 16 6 Stefflefenger
	W. C. Hefflefinger, Trustee Its:

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Deputy of State Letter ford

STATE OF NEW MEXICO COUNTY OF ROOSEVELT SS	٠.
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NELDA HAYHURST	
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Attest:

## RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OFFRATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, providing for the development and operation of 5370.18 acres, more or less, in Township 8 South, Ranges 34 and 35 East, N.M.P.M., Roosevelt County, 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, Milnesand (San Andres) Unit, Roosevelt County, New Mexico", dated March 17, 1969, 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 Milnesand (San Andres) Unit as initially constituted, depending upon whether such Tracts qualify for inclusion therein, as provided in said Agreement; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest in all of the Tracts identified by said exhibits.

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STATE OF INEW MEXICO
COUNTY OF ROOSEVELT
I, NELDA HAYHURST

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with the original.

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NELDA HAYHURST

COUNTY CLERK

By MEXICO

Deputy

# RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and for ratification by other instrument agreeing to be bound by the provisions of said Agreements; and

WHEREAS, the undersigned represents that it is a Royalty, Overriding Royalty, Production Payment, Working Interest Owner, or any combination, as defined in said Unit Agreement, in one or more of the Tracts identified by said exhibits.

NOW, THEREFORE, the undersigned owner of Royalty, Overriding Royalty or Production Payment Interests desires to and does hereby ratify and confirm said Unit Agreement, and the undersigned owner of Working Interests only, or the owner of both Working Interests and any of the other said interests desires to and does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, with respect to all of its right, title and interest 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 below opposite its signature.

DA'FE: <u>Marcil 31, 1969</u>
Attest:

W. C. Hefflefinger, Individually, and as EXX Fxecutor and Trustee U/W of I. MAE HEFFLEFINGER, Deceased, and as Trustee

XXXX U/W of D. Hefflefinger, Deceased

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COUNTY OF	<b></b> 0		
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### RATIFICATION OF AGREEMENTS ENTITLED "UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT" MILNESAND (SAN ANDRES) UNIT ROOSEVELT COUNTY, NEW MEXICO

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

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NELDA HAYHURST	-
By ZXX elle	
Deputy	

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Union Texas Petroleum Division 1300 Wico Building Midland, Texas 79701

July 29, 1976

The Oil & Gas Supervisor United States Geological Survey P. O. Box 1157 Hobbs, New Mexico 88240

Oil Conservation Commission State of New Mexico P. O. Box 1930 Hobbs, New Mexico 88240

> Re: Revision of Initial Plan of Operation Milnesand (San Andres) Unit Roosevelt County, New Mexico

#### Gentlemen:

In accordance with Section 11 of the Milnesand (San Andres) Unit Agreement, this Revision of Initial Plan of Operation is respectfully submitted.

The Milnesand (San Andres) Unit flood which is still in the primary phase has not performed as predicted with the injection in the San Anres formation in an initial inverted nine spot pattern. Therefore, the working interest owners have approved a pilot 5-spot injection pattern program.

This pilot program consists of converting the following five wells to injection which, with four existing wells in the pilot area, will create four 5-spot patterns:

- 1. Milnesand (San Andres) Unit #31, Unit L, Sec. 18, T-8-S, R-35-E
- 2. Milnesand (San Andres) Unit #33, Unit J, Sec. 18, T-8-S, R-35-E
- 3. Milnesand (San Andres) Unit #35, Unit N, Sec. 18, T-8-S, R-35-E
- 4. Milnesand (San Andres) Unit #182, Unit D, Sec. 18, T-8-S, R-35-E
- 5. Milnesand (San Andres) Unit #192, Unit J, Sec. 13, T-8-S, R-34-E

Injection into the San Andres formation will be through plastic coated tubing in each injection well and will occur below a macker. Inhibited fluid will be put in the annulus above the packer.

Page - 2 - Roosevelt County, New Mexico

Attached is a plat of the present inverted nine spot pattern and a plat of the proposed 5-spot pattern.

All work will be conducted in a prudent manner utilizing the best techniques and equipment deemed by the working interest owners to be most effective.

Respectfully submitted,

Union Texas Petroleum, A Division of Allied Chemical Corporation

Date august 5, 1976

Date:	Stanley A. Post,
	Gas Measurement Analyst
APPROVED IN COUNTERPART:	
	Date
Oil & Gas Supervisor	Date

This approval is only for the Revised Plan of Operation of the Milnesand Unit Area, and not for the conversion of the subject wells. Approval for conversion to water injection will be given only upon proper application being filed in accorance with the provisions of Rule 701 B of the Commission Rules and Regulations.

1 Conservation Commission

### OIL CONSERVATION COMMISSION Hobbs DISTRICT

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