Case No. 4139

Application, Transcripts, Small Exhibits, Etc.

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Drawer 1857
Roswell, New Mexico 88201

RECD FEB 6 AM 8 19

February 4, 1970

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

Attention: Mr. James L. Mackey

Gentlemen:

We acknowledge receipt on January 23 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 Owner	Fee Land Unit Tract No.
Clarence E. Middleton	9
Y. F. Bowley, Gertrude Bowley	11, 11-A, 16
Clyde H. Johnson, Florence V. Johnson	13
Earl Walker, Vernice E. Walker (Also overriding royalty owner)	13
Letha M. York	16
G. F. Jones	16

Your letter of January 30 states that Clyde H. Johnson and Florence V. Johnson are successors to the interest formerly owned by S. E. Johnson under unit tract No. 13.

These tracts were originally qualified for participation as of the effective date 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 offices

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. TRAYWICK
Acting Oil and Gas Supervisor

cc:
~~Washington~~ (w/cy joinders)
BLM, Santa Fe (w/cy joinders)
Hobbs (w/cy joinders)
NMOCC (ltr. only)
Accounts (ltr. only)

Note to accounts: These joinders fully commit fee tracts 11, 11-A, and 16.

Allied Chemical Corporation

UNION TEXAS PETROLEUM DIVISION

3000 RICHMOND AVENUE • BOX 2120 • HOUSTON, TEXAS 77001 • AREA CODE 713, 529-3271

FEB 10 AM 8 22

January 6, 1970

4139

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

Re: 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.

Very truly yours,

James L. Mackey

James L. Mackey

JLM/mlc
Enclosures

'70 FEB 10 AM 8 22

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: 10 - 18 - 1969

Attest:

Earl J. Walker

By: Earl J. Walker

Its:

Copy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, Nelda Haynhurst (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the [illegible] and that I have carefully compared the same with the original.

Witness my hand and seal of office this 3rd November 1969.

Nelda Haynhurst
COUNTY CLERK

By Dr Ribble Deputy

SEAL

178 16

STATE OF Oklahoma)

COUNTY OF Okfuskee)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Earl Walker, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Oklahoma)

COUNTY OF Okfuskee)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Earl Walker & Vernice E. Walker, 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 18th. day of Oct., 1969.

Vernice E. Walker
NOTARY PUBLIC in and for

My commission expires: 8-26-70

Okla., County Okfuskee

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

NOV 3 1969

At 10:00 O'Clock A.M.
Book 63 Page 584
Clerk Nina Haglund
Deputy M Cobb

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: 11-22-69 Clarence E. Middleton

Attest: _____ By: _____

_____ Its: Mrs. C. E. Middleton Sr.

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Alabama)

COUNTY OF Mobile)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Clarence E. Middleton, 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 22nd day of Dec., 1969.

Odis W. Harris
NOTARY PUBLIC in and for
Alabama, County Mobile

STATE OF Alabama)

COUNTY OF Mobile)

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. C. E. Middleton wife of Clarence E. Middleton, 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 22nd day of Dec., 1969.

Odis W. Harris
NOTARY PUBLIC in and for
Alabama, County Mobile

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JAN 16 1970

At 7:20 O'Clock A.M.
Book 64 Page
Clerk Nelda Hazlehurst
Deputy

18549

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss/

I, Zelda Kayhurst (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 16th day of January 19 70.

Zelda Kayhurst
COUNTY CLERK

By Em Ribble 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: 12-1-69

U. F. Bowlay & Gertrude E Bowlay

Attest:

By: U. F. Bowlay Jr.

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Hood)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. J. Bowlby, 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 1 day of December, 1969.

Inez Sears
NOTARY PUBLIC in and for
Hood, County Deaf Smith

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JAN 16 1970

At 9:45 O'Clock A.M.
Book 64 Page
Clerk Gilda Hazlewood
Deputy M Ribble

4
1884

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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

Witness my hand and seal of office this 16th day of January 19 70.

Melda Haythurst
COUNTY CLERK

By M Pibble 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: _____ _____

Attest: By: _____

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF Texas)

COUNTY OF Deaf Smith)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared H. Davis, 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 2nd day of October, 1969.

_____
NOTARY PUBLIC in and for
Texas, County Deaf Smith

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JAN 16 1970

At 9:10 O'Clock A.M.
Book 64 Page
Clerk Nelda Hayhurst
Deputy M Pibble

18549
3

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, Nelda Hazlehurst, County Clerk, do hereby certify the foregoing to be a full, true and correct copy of the original in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 16th day of January 1970

Nelda Hazlehurst
COUNTY CLERK

By M. Libbie 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: _____

Attest: _____

By: James M. York Jr.

Its: Lela Montgomery York

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Jim Wells)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James M. York Jr., 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 26 day of Nov., 1969.

Gordon Klatt
NOTARY PUBLIC in and for
Jim Wells, County Texas

GORDON KLATT
NOTARY PUBLIC IN AND
FOR JIM WELLS COUNTY, TEXAS

STATE OF Texas)

COUNTY OF Jim Wells)

BEFORE ME, the undersigned authority, on this day personally appeared Letha Montgomery York, wife of James M. York Jr., 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 26 day of Nov, 1969.

Gordon Klatt
NOTARY PUBLIC in and for
Jim Wells, County Texas.

GORDON KLATT
NOTARY PUBLIC IN AND
FOR JIM WELLS COUNTY, TEXAS

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JAN 16 1970

At 9:05 O'Clock A.M.
Book 64 Page
Clerk Nelda Hazlewood
Deputy

18549
2

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 and that I have carefully compared the same with the original.

Witness my hand and seal of office this 16th day of January 19 70.

Nelda Hayhurst
COUNTY CLERK

By M Ribble 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: _____ Lelyle H. Johnson

Attest: _____ By: Norma J. Johnson

_____ By: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Arkansas)

COUNTY OF Garland)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Clyde H. Johnson, 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 29th day of Sept 1969, 1969.

Norma J Bernhill
NOTARY PUBLIC in and for

My Comm. Expires Oct. 5, 1970

Garland, County Arkansas

STATE OF Arkansas)

COUNTY OF Garland)

BEFORE ME, the undersigned authority, on this day personally appeared Illusina Johnson wife of Clyde H Johnson, 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 29th day of Sept., 1969, 1969.

Norma J Bernhill
NOTARY PUBLIC in and for

Garland, County Arkansas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JAN 16 1970

At 9:00 O'Clock A.M.
Book 164 Page
Clerk Hilda Hufhurst
Deputy M Ribble

18549
1

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 in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 16th day of January

1920

Nelda Hayhurst
COUNTY CLERK

By M Ribble Deputy

SEAL

NOV 4 1969

4/1-1

Drawer 1857
Roswell, New Mexico 88201

October 31, 1969

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

Attention: Mr. Howard Purdue

Gentlemen:

Your letter of October 30, 1969, transmits four copies of a "Certificate of Effectiveness" for the Milnesand (San Andres) unit agreement, No. 14-08-0001-11574. Such instrument is filed pursuant to section 23 of the unit agreement to establish the effective date of the agreement as August 1, 1969. The "Certificate of Effectiveness" is hereby accepted for the record and copies thereof are being furnished the appropriate Federal offices.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON
Regional Oil and Gas Supervisor

cc:
Washington (w/cy attachment)
BLM, Santa Fe (w/cy attachment)
Hobbs (w/cy attachment)
NMOCC, Santa Fe (ltr. only)
Accounts (ltr. only)

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Drawer 1857
Roswell, New Mexico 88201

'69 JUL 22 AM 8 48

July 18 1969

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

Attention: Mr. Gilbert Miller

Gentlemen:

The Milnesand (San Andres) unit agreement, Roosevelt County, New Mexico, was approved on July 18, 1969. This agreement has been designated No. 14-08-0001-11574. Please furnish this office with a certificate of effectiveness by which the effective date of the unit agreement will be established, pursuant to Section 23 thereof.

Enclosed are 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 Gas Supervisor

cc:
Washington (w/cy appd. agmt.)
BLM, Santa Fe (w/cy appd. agmt.)
Hobbs (w/cy appd. agmt.)
DOMC, Roswell
NMOCC, Santa Fe

Drawer 1857
Roswell, New Mexico 88201

October 8, 1969

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

Attention: Mr. John D. Mullins

Gentlemen:

Your letters of September 5 and October 2 received in this office on September 15 and October 6, respectively, transmit 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 Owner	Fee Land Tract No.	Effective Date
Pauline Huddleston Ilgenfritz and Hugh Ilgenfritz	13	October 1, 1969
Pauline Huddleston Ilgenfritz and Creed T. Huddleston, Jr., co-executrix and co-executor of the Estate of Roberta G. Huddleston, deceased	13	November 1, 1969
Daniel L. Hamifin	17, 19, 19-A	November 1, 1969
Joyce E. Hamifin	17	November 1, 1969
Kathryn McCormick	19 19-A	November 1, 1969

These tracts were originally qualified for participation as of the effective date of the unit agreement. The joinders are effective as of the date indicated above pursuant to section 31 of the unit agreement.

Copies of the joinders are being distributed to the appropriate Federal offices. Returned herewith are the certified copies of the joinder by Kathryn McCormick and Daniel L. Hamifin as requested in

your letter of October 2. Also returned is one copy of the joinder by Pauline Huddleston Ilgenfritz and Hugh Ilgenfritz with original signatures which was transmitted by your letter of October 2. It is requested that you furnish appropriate notice of those commitments to any other interested principal.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON
Regional Oil and Gas Supervisor

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

Drawer 1857
Roswell, New Mexico 88201

September 26, 1969

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

Attention: Mr. Howard Ferdue

Gentlemen:

Your letter of September 22 transmits five copies of revised Exhibits A, B, and C to the Milnesand San Andres unit agreement corrected to reflect the nonqualified status of unit tracts Nos. 8, 21, and 22 and to show the Phase I and Phase II participation percentages of the committed and qualified tracts. The exhibits have been checked, found correct, and are hereby accepted effective August 1, 1969, the date the Milnesand San Andres unit agreement will be effective upon receipt of a Certificate of Effectiveness. Copies of such revised exhibits are being distributed to the Federal offices involved.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON
Regional Oil and Gas Supervisor

cc:
Washington (w/attachments)
BLM, Santa Fe (w/attachments)
Hobbs (w/attachments)
NMOCC, Santa Fe (ltr. only)
Accounts

Allied Chemical Corporation

UNION TEXAS PETROLEUM DIVISION

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

'69 AUG 26 AM 8 22

August 22, 1969

1131

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

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

Gentlemen:

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

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

If further information is desired please let us know.

Very truly yours,

Union Texas Petroleum Corporation

G. M. Dougherty

G. M. Dougherty
Unit Coordinator

GMD:sh

Enclosures

RECEIVED
Jun 2 1969
U. S. GEOLOGICAL SURVEY

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the 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 Milnesand (San Andres) 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 July 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
Howard Perdue

THE STATE OF TEXAS)
:
COUNTY OF MIDLAND)

Subscribed and sworn to before me the undersigned Notary Public on this 31st day of July, 1969.

Notary Public in and for Midland County, Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
AUG 4 1969
At 9:05 O'Clock A.M.
Book 21 Page 638
Clerk Nelda Hayhurst
Deputy D. Kibble

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss
I, Nelda Hayhurst County Clerk, do hereby certify the foregoing is a true and correct copy of the original on file in my office and that I have compared the same with the original.
Witness my hand and seal of office this 4th day of August
Nelda Hayhurst
COUNTY CLERK
By D. Kibble Deputy

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, 1969, 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: 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
Township 8 South, Range 35 East
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, 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 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

By J. E. McCollum
Vice President

STATE OF TEXAS)
)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 1st day of August, 1969, by [illegible], Vice President of Union Texas Petroleum, a Division of Allied Chemical Corporation, a New York corporation, on behalf of said corporation.

[illegible]
Notary Public

My Commission Expires: July 1, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

AUG 4 1969

At 9:00 O'Clock A.M.
Book 21 Page 636
Clerk Nelda Hayhurst
Deputy M Ribble

Seal

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 August 1969.

Nelda Hayhurst
COUNTY CLERK

By M Ribble Deputy

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

JUN 2 1969
U. S. GEOLOGICAL SURVEY
ROSWELL, 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.

Hastings Oil Company

April 2, 1969

STATE OF _____)

COUNTY 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 as _____ for _____, a corporation, and acknowledged to me that he executed the same for and as the act 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF CALIFORNIA)

COUNTY OF Santa Barbara)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared HASTINGS HARCOURT, 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 2nd day of April, 1969.

OFFICIAL SEAL
ANGIE B. SCHOLTZ
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY

_____
NOTARY PUBLIC in and for
said, County and State
ANGIE B. SCHOLTZ
MY COMMISSION EXPIRES MARCH 3, 1971

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
APR 23 1969
At 8:45 O'Clock A.M. 771
Book 60 Page
Clerk Nelda Stanhurst
Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, Nedra Haythurst (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 15th day of August

Nedra Haythurst
COUNTY CLERK

By M Rebbe Deputy

512

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: 4/11/69

Attest:

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County

STATE OF New Mexico)

COUNTY OF McKinley)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. A. Miller, 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 21st day of April, 1969.

Arlene Gilmore
NOTARY PUBLIC in and for
McKinley, County New Mexico

My Commission Expires 10-11-70

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:31 O'Clock A.M. 514
Book 101 Page
Clerk Neda Hayhurst
Deputy

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By Ina Pebble Deputy

518

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: _____

Attest: _____

_____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____ County, _____

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared HERBERT D. WINKELMAN, JR., 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 2nd day of May, 1969.

NOTARY PUBLIC STATE OF WISCONSIN

ARNO W. WOLFGRAMM
Arno W. Wolfgramm
NOTARY PUBLIC in and for
Milwaukee, County Wisconsin
My commission expires
May 30, 1971

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:33 O'Clock A.M.
Book 61 Page 518
Clerk Nelda Hazlewood
Deputy M. Ribble

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rebbles Deputy

516

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: _____

Attest: _____

_____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County, _____

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

RBT BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ROBERT B. TRAINER, 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 26th day of May, 1969.

ARNO W. WOLFGRAMM

Arno W. Wolfgramm
NOTARY PUBLIC in and for
Milwaukee, County Wisconsin
My commission expires
May 30, 1971

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

WIFE BUT MARY V. TRAINER wife of ROBERT B. TRAINER, 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 26th day of May, 1969.

ARNO W. WOLFGRAMM

_____
NOTARY PUBLIC in and for
Milwaukee, County _____
My commission expires
May 30

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:32 O'Clock A.M.
Book 61 Page 516
Clerk Reeda Hazelhurst
Deputy _____

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 August 1969.

NELDA HAYHURST

COUNTY CLERK

By M Ribble Deputy

212

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: 11-11-69

Attest:

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County

STATE OF Iowa)

COUNTY OF Milwaukee)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Frank Hudson Jr., 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 21st day of April, 1969.

Arlene Glenn
NOTARY PUBLIC in and for
Milwaukee, County Iowa

My Commission Expires 10-11-70

STATE OF Wisconsin)

COUNTY OF Milwaukee)

BEFORE ME, the undersigned authority, on this day personally appeared Georgiana A. Hudson wife of Frank Hudson Jr., 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 21st day of April, 1969.

Arlene Glenn
NOTARY PUBLIC in and for
Milwaukee, County Iowa

My Commission Expires 10-11-70

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:30 O'Clock A.M. 512
Book 61 Page
Clerk Nelda Heyburn
Deputy

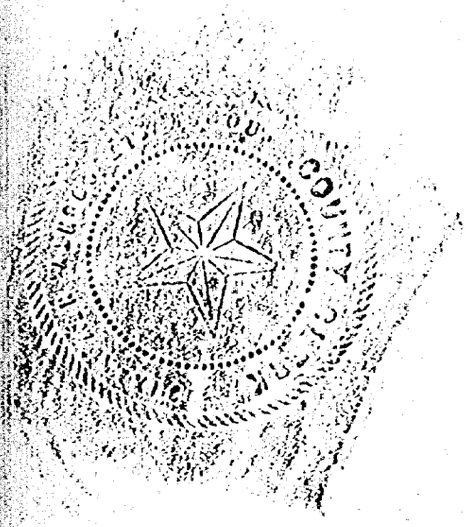
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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 August 1969

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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: April 14, 1969

Cities Service Oil Company

By: [signature]

Its: Vice President

Attest: [signature]

Secretary

4/1 cc

STATE OF Oklahoma)

COUNTY OF Harmon)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D. L. Kaiser, Vice Pres. known to me to be the person whose name is subscribed to the foregoing instrument as for Cities Service Oil Company, 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 14 day of April, 1969.

John W. Brown
NOTARY PUBLIC in and for
Harmon County, Okla.

My Comm. Expires 22 Oct. 1969

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:21 O'Clock A.M. 494
Book 61 Page
Clerk Nelda Stephenson
Deputy

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By M L Libbie 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: April 9, 1969

Attest:

MOBIL OIL CORPORATION

By: R. C. Randle

Its: Attorney-in-Fact

APPROVED
JT. INT.
CONTR.
N. GAS
ENGR.
LEGAL
LAND
TITLE R

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:26 O'Clock A.M.
Book 61 Page 504
Clerk Nelda Knight
Deputy Ina Ribble

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 1st day of April 1969, by R. C. Randle, Attorney in Fact for MOBIL OIL CORPORATION, a New York Corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1969

_____

Glenda B. Strom
Notary Public

GLENDA B. STROM, Notary Public
In and for Midland County, Texas

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 August 19 62.

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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, Milnesend (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 18, 1969

KEWANEE OIL COMPANY

Attest: Charles A Fellman

By: [signature]

Its: VICE PRESIDENT

STATE OF [illegible])

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], known to me to be the person whose name is subscribed to the foregoing instrument as [illegible] for [illegible], 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 18 day of April, 1969.

Mary Nell Christ
NOTARY PUBLIC in and for
Roosevelt County, [illegible]

My commission expires Jul, 31, 1969

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:23 O'Clock A.M.
Book 101 Page 498
Clerk Nelda Stewhurst
Deputy [illegible]

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 record 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 HAYHURST
COUNTY CLERK

By M Lubbe 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: April 1, 1969

LARIO OIL & GAS COMPANY

By: T. Lykes

Its: Vice President

Attest:

A. B. Blubaugh - Secretary

STATE OF KANSAS)

COUNTY OF Sedgwick)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. A. Riddle, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President for LARIO OIL & GAS COMPANY, 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 28 day of May, 1969.

My Commission Expires
February 19, 1970

NOTARY PUBLIC in and for
Sedgwick County, Kansas

STATE OF _____)

COUNTY 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, 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 _____, 1969.

NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:24 O'Clock A.M. 500
Book 61 Page
Clerk Nelda Stuckhurst
Deputy M Riddle

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST [illegible] hereby certify the foregoing to be a full, true and [illegible] 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 HAYHURST
COUNTY CLERK

By M L Cobble 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: _____

SUN OIL COMPANY

Attest: Wilma Rowland
Assistant Secretary

By: Glen Burroughs
Glen Burroughs
Its: Vice President, DX Division

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

MARILYN LIPPARD
Notary Public in and for State of Oklahoma
My Commission Expires: February 1, 1973

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:28 O'Clock AM
Book 61 Page 508
Clerk Neal A. Hayhurst
Deputy M. Riddle

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 from the records 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 1969.

NELDA HAYHURST
COUNTY CLERK

By M Ribble 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 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: June 18, 1969

TEXACO Inc.

Attest:

By: Darrell Smith

Its: Attorney-in-Fact

APPROVED AS TO:
Terms
Form
Acctg.

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 Darrell Smith, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for TEXACO Inc., 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 18th day of June, 1968.

Elouise Ruhmann
Elouise Ruhmann
Notary Public in and for
Midland County, Texas

My Comm. expires 6-1-71

STATE OF _____)

COUNTY 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, 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 _____, 1968.

_____
Notary Public in and for
_____ County, _____

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, 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 _____, 1968.

_____
Notary Public in and for
_____ County, _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 23 1969

At 10:20 O'Clock A.M. 941
Book 61 Page
Clerk [illegible]
Deputy [illegible]

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

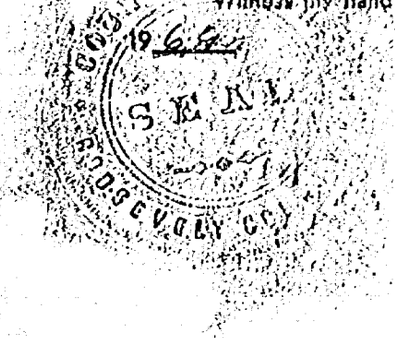
I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the original on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 4th day of Aug. 1964

NELDA HAYHURST

COUNTY CLERK

By L. Shackleford 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: _____

Attest:

_____

BTA OIL PRODUCERS, a partnership composed of Carlton Beal and Allen K. Trobaugh.

By: _____
Carlton Beal

By: _____
Allen K. Trobaugh
Partners

SIGN AND RETURN THIS COPY

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND) The foregoing instrument was acknowledged before me this 2nd 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

Notary Public

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:21 O'Clock A.M.,
Book 61 Page 714
Clerk Nelda Hayhurst
Deputy M. Pittle

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 1964

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford 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: April 16, 1969 — GETTY OIL COMPANY

Attest: — By: [signature] Attorney-in-Fact

Its:

Date: April --, 1969 — MISSION CORPORATION

Attest: [signature] — BY: [signature]

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared LLOYD ARMSTRONG, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact for GETTY OIL COMPANY, 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 16th day of April, 1969.

Kathryn Atkins
Notary Public in and for
Harris County, Texas

KATHRYN ATKINS
Notary Public in and for Harris County, Texas
My commission expires June 1, 1969

STATE OF [illegible] §

COUNTY OF New Castle §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], 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 21st day of [illegible], 1968.

Notary Public
My commission expires February 20, 1971
Wilmington, Del. New Castle County

[illegible]
Notary Public in and for
New Castle County, [illegible]

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, 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 _____, 1968.

_____
Notary Public in and for
_____ County, _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:22 O'Clock A.M. 496
Book 61 Page
Clerk Nellie Hazlewood
Deputy [illegible]

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 [illegible] 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 HAYHURST
COUNTY CLERK

By M Robbles Deputy

502

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.

ATTEST:

MAXWELL OIL COMPANY

Joseph D. Kennedy - Secretary-Treasurer

Y. Q. McCammon - Vice-President

STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Y. O. McCammon, known to me to be the person whose name is subscribed to the foregoing instrument as Vice-President for Maxwell Oil Company, 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 19th day of March, 1969.

NOTARY PUBLIC in and for Tarrant County, Texas

KAY CAPPS, Notary Public in and for Tarrant County, Texas

STATE OF _____)

COUNTY 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, 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 _____, 1969.

NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:25 O'Clock A.M. 502
Book 101 Page
Clerk
Deputy

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 August 19 49.

NELDA HAYHURST
COUNTY CLERK

By M. Rubble 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 27, 1969

TENNECO OIL COMPANY

Attest:

By:

M. A. Carr, Asst. Secty.

Its: J. S. Collins
Vice President

-752

STATE OF Colorado)

COUNTY OF Denver)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], known to me to be the person whose name is subscribed to the foregoing instrument as Vice President for TENNECO OIL COMPANY, 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 28th day of May, 1969.

Elaine C. Middaugh
NOTARY PUBLIC in and for
Elaine C. Middaugh
Denver, County Colorado

My Commission expires July 10, 1970

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 5 1969
At 11:00 O'Clock A.M.
Book 61 Page 751
Clerk Nelda Leghurst
Deputy [illegible]

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 1969.

NELDA HAYHURST
COUNTY CLERK

By T. Blackleyford Deputy

506

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

Attest:

_____

SUN OIL COMPANY

By: Cecil A. Dilla

Its: Agent and Attorney-in-fact

THE STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, on this day personally appeared Cecil A. Colville, Agent and Attorney-in-Fact for SUN OIL COMPANY, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this 27 day of March, 1969.

Notary Public in and for Dallas County, Texas

THE STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, 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.

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

Notary Public in and for _____ County, _____

THE STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, the undersigned authority, 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.

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

Notary Public in and for _____ County, _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 1:27 O'Clock P.M. 506
Book 61 Page
Clerk Nell Hayhurst
Deputy

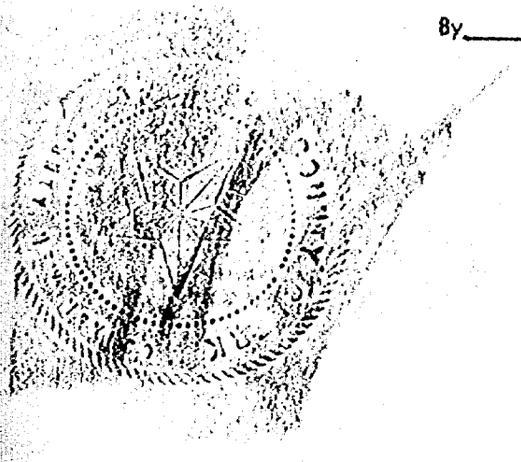
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rebbe Deputy



492

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

By: S. L. Smith
S. L. Smith

Its: Attorney-in-Fact

~~Attest:~~

_____

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared S. L. SMITH, known to me to be the person whose name is subscribed to the foregoing instrument as ATTORNEY-IN-FACT for ATLANTIC RICHFIELD COMPANY, 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 7th day of APRIL, 1969.

NOTARY PUBLIC in and for

My Commission Expires:
July 14, 1971

Chaves, County, New Mexico

STATE OF _____)

COUNTY 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, 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 _____, 1969.

NOTARY PUBLIC in and for

_____, County _____

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day perscnally 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 _____, 1969.

NOTARY PUBLIC in and for

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 2:20 O'Clock P.M.
Book 141 Page 492
Clerk Nelda Traylor
Deputy

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By M Rubble Deputy

938

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: JUN 13 1969

GULF OIL CORPORATION

Attest:

By:

ASSISTANT SECRETARY

Its: ATTORNEY IN FACT

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared T. W. Kidd, known to me to be the person whose name is subscribed to the foregoing instrument as ATTORNEY IN FACT for GULF OIL CORPORATION, a corporation, and acknowledged to me that he executed the same as the act 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 13 day of June, 1969.

My Commission Expires August 15, 1970

NOTARY PUBLIC in and for CHAVES County, NEW MEXICO

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 23 1969

At 10:15 O'Clock A.M.
Book 61 Page 938
Clerk Nelda Y. Stewart
Deputy

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 19 64

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford Deputy

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 17, 1969
Date

By J. F. McCallum
Attorney-in-Fact

March 24, 1969
Date

Flora Weatherby
Flora Weatherby, Individually and as Executrix of the estate of C. W. Weatherby, deceased

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day of March, 1969, by J E McCullough, Attorney-in-Fact for ALLIED CHEMICAL CORPORATION, a New York corporation, on behalf of said corporation.

My commission expires:

June 1, 1969

C. Nell Kelly
Notary Public

STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 24th day of March, 1969, by Thomas M Beasley.

My commission expires:

June 1, 1969

Notary Public

STATE OF §

COUNTY OF §

BEFORE 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 that 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:

_____

_____
Notary Public

UNIT AGREEMENT

MILNESAND (SAN ANDRES) UNIT

ROOSEVELT COUNTY, NEW 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 A (Map of Unit Area)

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 "Parties hereto",

W I T N E S S E T H:

WHEREAS, the parties hereto are the owners of working, royalty or other oil or gas interests in the Unit Area subject to this Agreement; and

WHEREAS, the 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 hereinafter 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:

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral 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. UNIT AREA AND DEFINITIONS. 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:

ROOSEVELT 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.

(l) "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. EXPANSION. 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. UNITIZED LAND AND UNITIZED SUBSTANCES. 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. UNIT OPERATOR. Union Texas Petroleum is hereby designated the Unit Operator, and by signing this

instrument as Unit Operator it agrees and consents to accept 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.

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. 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 resigns 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. SUCCESSOR UNIT OPERATOR. 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.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING 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.

SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. 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. PLAN OF OPERATIONS. 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. The 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. The Working 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 x A/B + 0.75 x 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 x A/B + 0.05 x C/D + 0.20 x 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, Waterflood 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

same Tract factors and formula which were used to arrive at the Tract 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 fit. 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 the 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 under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any 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. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective

lease obligations for the payment of any rental or minimum royalty in lieu thereof, due under their leases. Rental or minimum royalty for lands of the United States 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. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

SECTION 19. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

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.

(g) The segregation of any Federal lease committed to 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. MATHEMATICAL ERRORS. 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.

SECTION 22. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or 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, transferee 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. EFFECTIVE DATE AND TERM. 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 this 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.

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.

SECTION 24. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. 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. NONDISCRIMINATION. 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, hov ver, 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. NOTICES. 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. UNAVOIDABLE DELAY. 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.

SECTION 30. LOSS OF TITLE. In the event title to any 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.

If title to a Working Interest fails, the rights and 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. COUNTERPARTS. 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. NO PARTNERSHIP. 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.

SECTION 36. PRODUCTION AS OF THE EFFECTIVE DATE. Unit 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

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 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

_____ By_____

Date Attorney-in-Fact

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this _____ day of _____, 1969, by _____, Attorney-in-Fact for ALLIED CHEMICAL CORPORATION, a New York corporation, on behalf of said corporation.

My commission expires:

_____

_____
Notary Public

STATE OF §

COUNTY OF §

The foregoing instrument was acknowledged before me this _____ day of _____, 1969, by _____.

My commission expires:

_____

_____
Notary Public

STATE OF §

COUNTY OF §

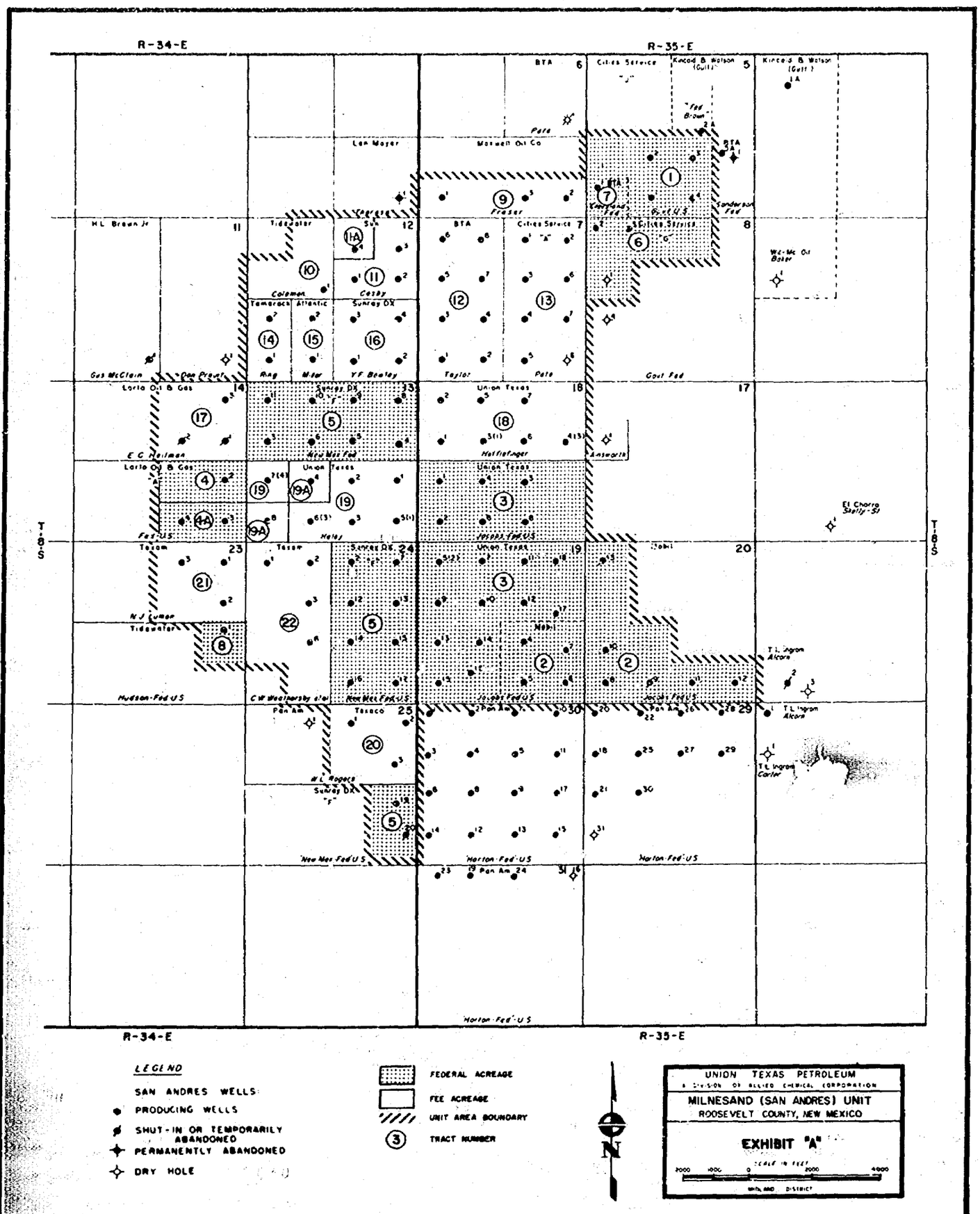
BEFORE ME, the undersigned authority, on this day personally appears _____, known to me to be the person who executed the foregoing instrument as _____ of _____, and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation and in the capacity therein stated.

GIVEN under my hand and seal of office this _____ day of _____, 1969.

My commission expires:

_____

_____
Notary Public



LEGEND

SAN ANDRES WELLS:

- PRODUCING WELLS
- SHUT-IN OR TEMPORARILY ABANDONED
- PERMANENTLY ABANDONED
- DRY HOLE

FEDERAL ACREAGE

FEE ACREAGE

UNIT AREA BOUNDARY

(3) TRACT NUMBER

N

UNION TEXAS PETROLEUM
A DIVISION OF ALLIED CHEMICAL CORPORATION

MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO

EXHIBIT "A"

SCALE IN FEET
2000 1000 0 2000 4000

NMPM AND DISTRICT

EXHIBIT B - 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	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
1	N/2 SW/4 & SE/4 SW/4 & W/2 SE/4 Sec. 5, T-8-S, R-35-E	200.00	NM 0231691 HBP	U.S.A.-All	Cities Service Oil Company	Charles Schusterman 2.5% Don Schusterman 2.5%	Cities Service Oil Company-All
2	SE/4 Sec. 19 and SW/4 & S/2 SE/4 & W/2 NW/4 Sec. 20, T-8-S, R-35-E	480.00	LC 060978 HBP	U.S.A.-All	Mobil Oil Corp.	None	Mobil Oil Corp.-All
3	S/2 Sec. 18, N/2 Sec. 19, to 4800'; N/2 SW/4 Sec. 19, to 4850'; SE/4 SW/4 Sec. 19, to 4830'; SW/4 SW/4 Sec. 19, to 4825'; T-8-S, R-35-E	786.94	LC 060978 HBP	U.S.A.-All	Mobil Oil Corp.	None	Allied Chem.-61.6667% Kewanee Oil-5.0000% Mobil Oil-33.3333%
4	N/2 of SE/4 of Sec. 14, T-8-S, R-34-E	80.00	LC 062178 HBP	U.S.A.-All	Sunray DX & Texaco, Inc.	E. R. Kain 0.5% J. E. Moore 0.5% 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%	Lario 50.0000% Texaco 25.0000% Sunray DX 25.0000%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
4-A	S/2 of SE/4 of Sec. 14, T-8-S, R-34-E	80.00	LC 062178 HBP	U.S.A.-All	Sunray-DX & Texaco	E. R. Kain 0.5% J. E. Moore 0.5% 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%	Lario O & G-66.66667% Sunray DX-33.33333% Texaco-0.0% After payout of wells 3 & 4 Texaco 25% Sunray DX 25% Lario 50%
5	N/2 Sec. 13; E/2 Sec. 24; E/2 of SE/4 Sec. 25 T-8-S, R-34-E	720.00	LC 062178 HBP	U.S.A.-All	Sunray DX & Texaco	J. E. Moore 0.5% M. L. Kester 0.5% E. R. Kain 0.5% E. K. Patterson 0.5% F. H. Miller 0.5% F. W. Blocksom 0.5% M. W. Coll 1.0%	Sunray DX 50.00000% Texaco-50.00000%
6	NW/4 of NE/4; W/2 of NW/4; NE/4 of NW/4 of Sec. 8, T-8-S, R-35-E	160.00	LC 062471 HBP	U.S.A.-All	Cities Service Oil Company	3% of 8/8 PPI until $320,000 has been received from production from all of Sec. 8, T-8-S, R-35-E to Laura Lodewick	Cities Service Oil Company-All

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
7	SW/4 SW/4; Sec. 5, T-8-S; R-35-E	40.00	LC 062471-C HBP	U.S.A.-All	BTA Oil Prod.	Reese Cleveland & wife Rozelle B. Cleveland 1.5% B. M. Keohane 0.5% Laura Lodewick & husband S. W. Lodewick 3.0% which reverts to Reese Cleveland & wife Rozelle B. Cleveland after payment of $300.00 per acre on 40 acres.	BTA Oil Prod. as Agent-All
8	NE/4 of SE/4 of Sec. 23, T-8-S, R-34-E	40.00	LC 062949(b) HBP	U.S.A.-All	Getty Oil Co. Mission Corp.	Mildred & William Hudson- 2.0%	Getty Oil-50.0000% Mission Corp.- 50.0000%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
9	S/2 S/2 of Sec. 6 T-8-S, R-35-E	157.46	HBP	J. A. Neill & Wife Pearl Neill-23.90016% Roy G. Barton, Jr.-6.51832% L. Maude Albrecht, a feme sole-17.38183% Murray Blank-3.04185% Hilda B. Perrin-.06786% United States Trust Co. of New York, Trustee of Helen B. Spinola Trust-.06786% Lawrence Bull-.06786% United States Trust Co. of New York, Trustee of Margaret B. Bull Trust-.06786% E. Ruth Piatt, a feme sole-5.43192% Kewanee Oil Company-34.76367% Helen Sweeney-2.17270% Dr. Reber Van Matre, as his separate property-1.08640% Eugene L. Middleton, as his separate property-.27155%	Cities Service Oil Company	None	Maxwell Oil Co.-54.9288% Cities Service-41.8401% Texaco, Inc.-3.2311%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
9 (Cont)	S/2 S/2 of Sec. 6 T-8-S, R-35-E			Mercedes Goodell as her separate property-.27155% Clarence E. Middleton as his separate property-.27155% Grace Edna Offenhouser as her separate property-.27155% J. W. Simpson, whose wife is Rose Simpson-4.34551%			
10	NE/4 of NW/4; SE/4 of NW/4; SW/4 of NW/4 Sec. 12, T-8-S, R-34-E	120.00	HBP	Margaret Cosby Buie-4.16640 of Tenneco Oil Co. 50% Fern Parks Cone-6.25040% of Tenneco Oil Co. 50% Marjorie C. Kastman (Guardian of Estate of S. E. Cone NCM)-81.25040% of Tenneco Oil Co. 50% Martha Cosby Marshall-4.16640% of Tenneco Oil Co. 50% Martha Cosby Mathis-4.16640% of Tenneco Oil Co. 50%	Getty Oil Co. Tenneco Oil Co.	None	Getty Oil Co.-50% Tenneco Oil Co.-50%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
11	E/2 NE/4 & SW/4 NE/4 Sec. 12, T-8-S, R-34-E	120.00	HBP	Margaret Cosby Buie-17.64706% Martha Cosby Marshall-17.64706% Marjorie Cone Kastman(Guardian of the Estate of S. E. Cone)-5.88235% Fern Parks Cone-5.88235% Y. F. Bowley & Wife, Gertrude F. Bowley-35.29412% Lois E. Blakely-17.64706%	Sun Oil Co.	Jack Griffin 3.0762%	Sun Oil Co.-62.5% Atlantic-Richfield-37.5%
11-A	NW/4 NE/4 Sec. 12, T-8-S, R-34-E	40.00	HBP	Margaret Cosby Buie-17.64706% Martha Cosby Marshall-17.64706% Marjorie Cone Kastman (Guardian of Estate of S. E. Cone)-5.88235% Fern Parks Cone-5.88235% Y. F. Bowley & wife, Gertrude F. Bowley-35.29412% Lois E. Blakely-17.64706%	Sun Oil Co.	Jack Griffin 3.0762%	Sun Oil Co.-All until Sun recovers 200% of cost on well No. 4. Then Atlantic-Richfield comes in for 37.5% and Sun retains 62.5%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
12	W/2 Sec. 7, T-8-S, R-35-E	310.36	HBP	I. Mae Hefflefinger-75.00000% W. C. & Margaret Hefflefinger-25.00000%	BTA Oil Producers	None	BTA Oil Producers as agent-All
13	E/2 Sec. 7, T-8-S, R-35-E	320.00	HBP	Cecil Pate & Ruby Jewel Pate, his wife-22.50000% C. S. Hightower & Lottie M. Hightower, his wife-9.37500% Rosamond J. Webber & Selwyn Webber, her husband-3.12500% Roberta Huddleston, a widow-5.00000% Helen Huddleston Osborne-3.12500% Pauline Huddleston Ilgenfritz & Hugh Ilgenfritz, her husband-8.43750% Cecil T. Huddleston, Jr. & June M. Huddleston-his wife-8.43750% Earl Walker & Venice E. Walker, his wife-12.50000%	Cities Service Oil Company	.68359% PPI until the sum of $4000. has been paid to Earl Walker and Venice E. Walker, his wife.	Cities Service Oil Company-72.5% Gulf Oil Corporation-27.5%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
13 (Cont)	E/2 Sec. 7, T-8-S, R-35-E			C. C. Easter & Maggie Easter, his wife-16.25000% Carol P. Feltcher Walters-2.50000% Docia Carroll & Joe Carroll, her husband-1.56250% Mabel B. Olsson & Orbie Olsson, her husband-3.12500% Docia Carroll-2.50000% S. E. Johnson-1.56250%			
14	W/2 of SW/4 of Sec. 12, T-8-S, R-34-E	80.00	HBP	Dessa M. Ring, a widow-All	Mobil Oil Corp.	Mobil Oil Corp.-18.75%	Hastings Harcort-50.0000% Mary Trainer-12.5000% Georgeann Uihlein-8.3334% John F. Uihlein-8.3333% Joseph E. Uihlein-8.3333% Robert A. Uihlein-12.5000%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
15	E/2 of SW/4 of Sec. 12, T-8-S, R-34-E	80.00	HBP	Helen Hall Connell & George B. Connell-50% Jean Clark Miller 50%	Atlantic-Richfield Company	None	Atlantic-Richfield Company-All
16	SE/4 of Sec. 12, T-8-S, R-34-E	160.00	HBP	Letha M. York-4.16667% Rita M. Childers-4.16667% Cuma M. Strong-16.66667% Y. F. Bowley-33.33334% G. B. Jones-11.11111% Zenobia Finley-11.11111% Idella Jones White-5.55555% Merle Jones Stribling-5.55555% Fletcher V. & Cuma M. Strong-8.33333%	Sunray-DX Oil Co. Texaco, Inc. Mobil Oil Corp.	None	Sunray-DX Oil Co.-25% Texaco, Inc.-25% Mobil Oil Corp.-50%

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	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	OWNER AND PERCENTAGE
17	NE/4 Sec. 14, T-8-S, R-34-E	160.00	HBP	R. W. Armstrong-3.57144% Fred L. Allison-1.78574% Two States Serv. Co.-1.78574% A. M. Routh-2.50000% Aileen Thompson, Adm. of Estate of M. S. Thompson-2.67856% Harry R. Eavers-2.67856% William R. Hollis-3.57144% W. A. Yeager-8.03576% J. M. Armstrong-3.57144% Georgia Goss Harston-0.89280% Way Enterprises, Inc.-1.78572% Lily A. Carden-0.89280% Deltex Royalty Co., Inc.-1.78574% Daniel L. & Joyce E. Hannifin-1.78574% Charles D. Mehr-0.89280% E. S. Grear-1.78572%	Lario	Bonnie H. Morrison-5.46875%	Lario-All

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
17 (Cont)	NE/4 Sec. 14, T-8-S, R-34-E			James C. Compton-6.25000% Charles C. Compton-2.34376% Allie Compton-3.90624% E. C. Heilman-47.50000%			
18	N/2 Sec. 18, T-8-S, R-35-E to 4800'	315.42	HBP	W. C. Hefflefinger, Trustee of the Margaret Hefflefinger Trust-7.50000% W. C. Hefflefinger, Trustee of the Lisa Ann Hefflefinger Trust-7.50000% W. C. Hefflefinger, Trustee of the Mark William Hefflefinger Trust-7.50000% W. C. Hefflefinger-40.62496% I. Mae Hefflefinger, Trustee and Independent Executrix under will of D. Hefflefinger-27.50000% Norma R. Rousselot-9.37504%	Allied Chemical Corporation	None	Allied Chemical Corporation-61.66667% Kewanee Oil Co.-5.00000% Mobil Oil Corporation-33.33333%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
19	SE/4 & NW/4 SW/4 & SE/4 SW/4 Sec. 13 T-8-S, R-34-E	240.00	HBP	J. M. Armstrong-7.81252% Deltex Royalty Co., Inc.-3.90624% E. S. Grear-0.78124% A. R. Haley-50.00000% Daniel L. Hannifin-0.78124% Kathryn McCormick -9.37504% Roger B. Owings-7.81252% Way Enterprises, Inc.-3.90624% Welcome Oil & Royalty Corp.-1.56248% W. A. Yeager-14.06248%	Allied Chemical Corporation	None	Allied Chemical Corporation-61.66667% Kewanee Oil Co.-5.00000% Mobil Oil Corporation-33.33333%
19-A	NE/4 SW/4, & SW/4 SW/4, Sec. 13, T-8-S, R-34-E	80.00	HBP	J. M. Armstrong-7.81252% Deltex Royalty Co., Inc.-3.90624% E. S. Grear-0.78124% A. R. Haley-50.00000% Daniel L. Hannifin-0.78124% Kathryn McCormick-9.37504% Roger B. Owings-7.81252%	Allied Chemical Corporation	Mobil Oil Corp. 8.33333%	Allied Chemical Corporation-95% Kewanee Oil Co.-5%

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
19-A (Cont)	NE/4 SW/4, & SW/4 SW/4, Sec. 13, T-8-S, R-34-E			Way Enterprises, Inc.-3.90624% Welcome Oil & Royalty Corp.-1.56248% W. A. Yeager-14.06248%			
20	NE/4 of Sec. 25, T-8-S, R-34-E	160.00	HBP	Ruth Rogers-50.00000% Neva Blanche Hargrove-16.66672% Vernon Rogers-16.66672% Estate of M. Luetta Rogers-4.16672% Stanley Allen Rogers-3.12496% Billie Johanna R. Dixon-3.12496% Ruth Rogers, Guardian of the Estate of Roberta Lynn Rogers-3.12496% Ruth Rogers, Guardian of the Estate of Marietta Irene Rogers-3.12496%	Texaco, Inc.	None	Texaco, Inc.-All

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
21	NE/4 of Sec. 23 T-8-S, R-34-E	160.00	HBP	Vera Luman Brown & H. C. Brown-16.66672% Odell Cook & Erma Jean Cook-5.55552% Noble Luman & Virgie Luman-16.66672% Cordiller Luman individually & as Administratrix of the Estate of Joe Luman, deceased 38.88880% Cordy Luman-5.55552% Geraldine Luman Williams & T. G. Williams-16.66672%	Hunt Oil Shell Oil	Felecia Guilliams-6.25000% Hunt Oil Company-6.25000% Shell Companies Foundation-6.25000%	J. Kirk Cansler, R. L. Redline, Jr. & Delma Baucum-All
22	NW/4; N/2 SW/4; SE/4 SW/4, Sec. 24, T-8-S, R-34-E	280.00	HBP	Delma Baucum & Lula Mae Baucum-.26041% Beatrice Maney Braniff-0.19531% Adorine M. Mahoney-0.19532% Jim & Mary McCoy-1.56250% D. I. McNulty-0.39062% M. J. McNulty-0.78125%	Skelly Oil	A. D. Bell-0.91146% J. Kirk Cansler, R. L. Redline, Jr. & Delma Baucum-1.82292% Midland National Bank, A/C Wesley E. & Lorena S. Krueger-0.91146% Skelly Oil Co.-5.46875%	J. Kirk Cansler, R. L. Redline, Jr. & Delma Baucum-All

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.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND EXPIR. DATE OF LEASE	BASIC ROYALTY AND OWNERSHIP PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
22 (Cont)	NW/4; N/2 SW/4; SE/4 SW/4 Sec. 24, T-8-S, R-34-E			R. L. Redline, Jr.-0.26042% Irene Terrill-3.51563% Texam Oil Corp.-0.26042% Flora Weathersby individually & as Executrix of Estate of C. W. Weathersby, deceased-3.51562% Oscar C. Weathersby-1.56250%			

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

RECAPITULATION OF NUMBER OF ACRES:

Federal Lands	2586.94 Acres	48.1723% of Unit Area
Fee Lands	2783.24 Acres	51.8277% of Unit Area
	5370.18 Acres	100.0000% 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
3	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-S, R-34-E	14.47187	18.31980
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-S, R-34-E	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/4 NW/4; Sec. 12; T-8-S, R-34-E	0.41360	0.45156
11	E/2 NE/4; SW/4 NE/4; Sec. 12; T-8-S, R-34-E	0.96968	1.48648
11-A	NW/4 NE/4; Sec. 12; T-8-S, R-34-E	0.19382	0.33305
12	W/2; Sec. 7; T-8-S, R-35-E	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

Tract No.	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
	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, NMPM
Section 12: NE/4 NW/4, S/2 NW/4, NE/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

TOWNSHIP 6 SOUTH, RANGE 35 EAST, NMPM
Section 5: SW/4 and W/2 SE/4
Section 6: S/2 S/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.

(4) That this order shall become effective upon the approval 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.

(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.

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

Attention: Mr. Clyde D. Ford

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

COPY

Gentlemen:

This is to advise that the New Mexico Oil Conservation Commission 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/og

cc: Director, United States Geological Survey
Box 1857
Roswell, New Mexico

Allied Chemical Corporation

UNION TEXAS PETROLEUM DIVISION

3600 RICHMOND AVENUE • BOX 2120 • HOUSTON, TEXAS 77001 • AREA CODE 713, 529-3271

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, Ne. Mexico

Gentlemen:

Enclosed please find the original and a copy of a letter which sets 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 return one to the undersigned at the letterhead address.

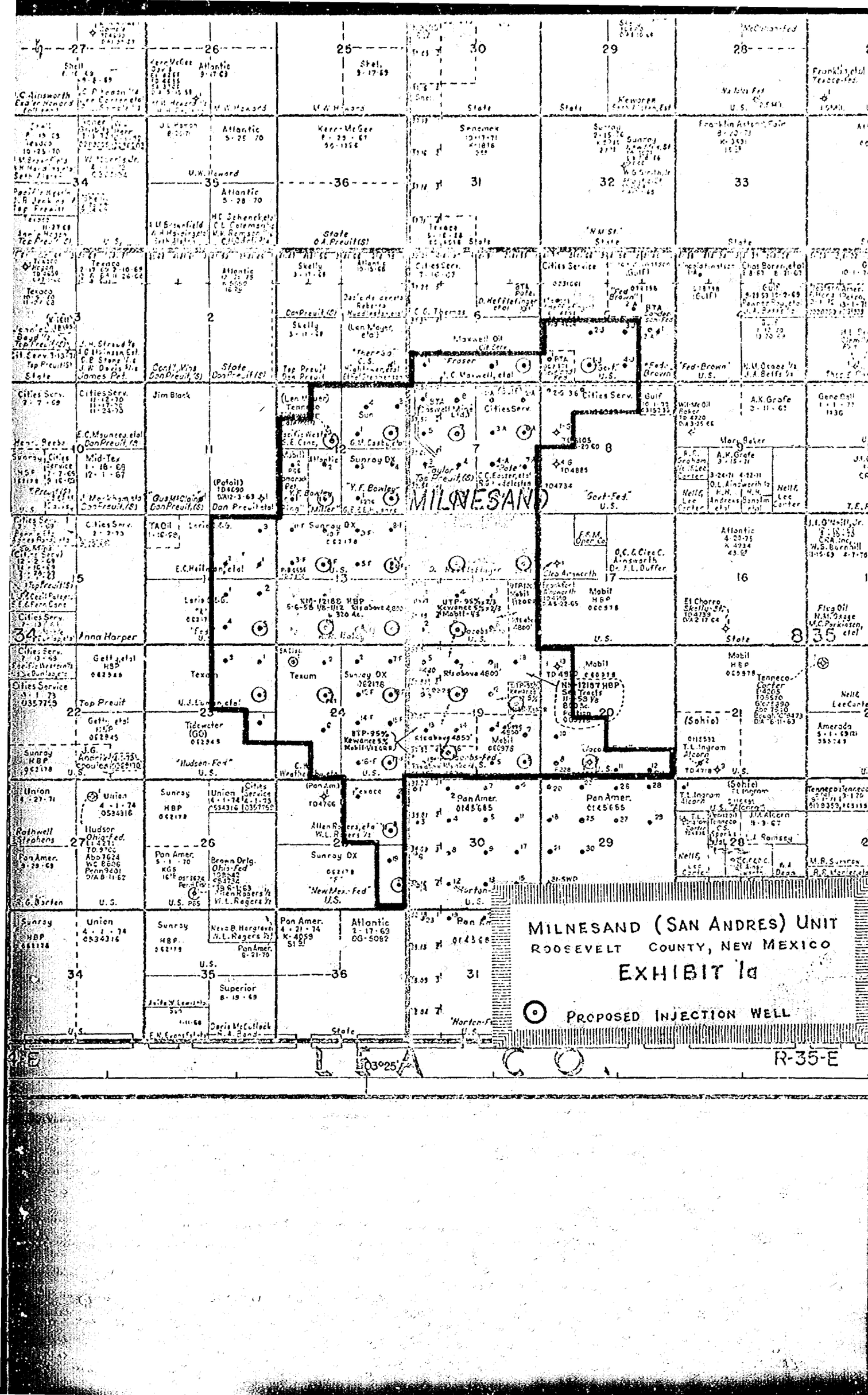
Very truly yours,

Clyde D. Ford

Clyde D. Ford
Superintendent, Unitization
and Secondary Recovery

CDF/mlc
Enclosure

1


MILNESAND
MILNESAND (SAN ANDRES) UNIT
ROOSEVELT COUNTY, NEW MEXICO
EXHIBIT 1a
PROPOSED INJECTION WELL
R-35-E
4E

UNION TEXAS PETROLEUM DIVISION
Corporation
3000 RICHMOND AVENUE • BOX 2120 • HOUSTON, TEXAS 77001 • AREA CODE 713, 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

Re: 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.

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 1a. 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.

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

By: Clyde D. Ford
Clyde D. Ford, Superintendent of Unitization and Secondary Recovery

APPROVED IN COUNTERPART:

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

Date: _____

A. L. Porter, Jr.
New Mexico
Oil Conservation Commission

Date: June 2, 1969

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Drawer 1857
Roswell, New Mexico 88201

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 Hilnesand (San Andres) unit agreement, No. 14-08-0001-11574, Roosevelt County, New Mexico, executed by the following persons:

Reported Basic Royalty Owner	Fee Land Unit Tract No.
Burl H. Stribling, executor of Estate of Merle J. Stribling	16
Ruth Rogers	20
Neva Blanche Hergrove	20
Vernon Rogers	20
Vernon Rogers, Executor of the Estate of M. Lorette Rogers	20
Billie Johanna R. Dixon	20
Stanley Allen Rogers	20
Ruth Rogers, Guardian of the Estate of Mariatta I. Rogers	20

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

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON
Regional Oil and Gas Supervisor

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

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

IN REPLY REFER TO:

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

Drawer 1857
Roswell, New Mexico 88201

August 1, 1969

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

Gentlemen:

Your initial plan of operation covering secondary operations for the Milnesand (San Andres) unit, Roosevelt County, New Mexico, has been approved on this date subject to like approval by the appropriate State officials.

One approved copy of the plan is enclosed.

Sincerely yours,

(ORIG. SGD.) JOHN A. ANDERSON

JOHN A. ANDERSON
Regional Oil and Gas Supervisor

cc:
Washington (w/cy plan)
Hobbs (w/cy plan)
NMOCC, Santa Fe (ltr. only)

OIL CONSERVATION COMMISSION

STATE OF NEW MEXICO
P. O. BOX 2088 - SANTA FE
87501

GOVERNOR
DAVID F. CARGO
CHAIRMAN

LAND COMMISSIONER
ALEX J. ARMIJO
MEMBER

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

May 28, 1969

Mr. Clarence Hinkle
Hinkle, Bondurant & Christy
Attorneys at Law
Post Office Box 10
Roswell, New Mexico 88201

Re: Case No. 4139
Order No. R-3766
Applicant:
Allied Chemical Corporation

Dear Sir:

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

Very truly yours,

A. L. PORTER, Jr.
Secretary-Director

ALP/ir

Copy of order also sent to:

Hobbs OCC x
Artesia OCC
Aztec OCC

Other Unit Division - State Land Office

Case 4139
Heard 5-21-69
Rec. 5-21-69

Grant allied Chem
approval of the Hilmes and
Hunt agreement.

Shirley Hufstedler

CLARENCE E. HINKLE
W. E. BONDURANT, JR.
S. B. CHRISTY IV
LEWIS C. COX, JR.
PAUL W. EATON, JR.
CONRAD E. COFFIELD
HAROLD L. HENDLEY, JR.
STUART D. SHANOR
C. D. MARTIN
PAUL J. KELLY, JR.

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

MIDLAND, TEXAS OFFICE
521 MIDLAND TOWER
(915) MU 3-4691

TELEPHONE (505) 622-6510
POST OFFICE BOX 10

May 1, 1969

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

Case 4139

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

Gentlemen:

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

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

Respectfully,

HINKLE, BONDURANT & CHRISTY

By S. B. Christy IV

SBC:pv

Encls.

cc: Allied Chemical Corporation

HAND MAILED
Date 5-2-69

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. 4139

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: NE¼NW¼, N½NE¼, S½N½, S½
Section 13: All
Section 14: E½
Section 23: NE¼, NE¼SE¼
Section 24: N½, N½S½, SE¼SW¼, S½SE¼
Section 25: NE¼, E½SE¼

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

Section 5: SW¼, W½SE¼
Section 6: S½S½
Section 7: All
Section 8: N½NW¼, SW¼NW¼, NW¼NE¼
Section 18: All
Section 19: All
Section 20: W½W½, E½SW¼, S½SE¼

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

By _____

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

MAY 2 [illegible]

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. 4139

New Mexico Oil Conservation Commission
Santa Fe
New Mexico 87501

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Section 13: All
Section 14: E½
Section 23: NE¼, NE¼SE¼
Section 24: N½, N½S½, SE¼SW¼, S½SE¼
Section 25: NE¼, E½SE¼

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

Section 5: SW¼, W½SE¼
Section 6: S½S½
Section 7: All
Section 8: N½NW¼, SW¼NW¼, NW¼NE¼
Section 18: All
Section 19: All
Section 20: W½W½, E½SW¼, S½SE¼

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

By _____

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

MAY 2 AM 8 2

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. 4139

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.

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Section 13: All
Section 14: E½
Section 23: NE¼, NE¼SE¼
Section 24: N½, N½S½, SE¼SW¼, S½SE¼
Section 25: NE¼, E½SE¼

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

Section 5: SW¼, W½SE¼
Section 6: S½S½
Section 7: All
Section 8: N½NW¼, SW¼NW¼, NW¼NE¼
Section 18: All
Section 19: All
Section 20: W½W½, E½SW¼, S½SE¼

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

By _____

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

DRAFT

GMH/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.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 ~~o'clock~~ a.m. on May 21, 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 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, NMPM

Section 12: NE/4 NW/4, S/2 NW/4, ~~S/2 NE/4~~ NE/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

TOWNSHIP 8 SOUTH, RANGE 35 EAST, NMPM

Section 5: SW/4 and W/2 SE/4
Section 6: S/2 S/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.

(4) That this order shall become effective upon the approval of said unit agreement by the ~~Commissioner of Public Lands 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.

BEST AVAILABLE COPY

Allied Chem Corp

Milnesand (San Andres) Unit

8S-34E-35 E Roosevelt

5370.18 Secondary Recovery

Federal & Fee Lands

WF Flood Proj.

33 injection San Andres Form

dearnley-meier
SPECIALIZING IN: DEPOSITIONS, HEARINGS, STATEMENTS, EXPERT TESTIMONY, DAILY COPY, CONVENTIONS
1120 SIMMS BLDG. • P. O. BOX 1092 • PHONE 243-6691 • ALBUQUERQUE, NEW MEXICO

BEFORE THE

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.	Case 4140
Application of Allied Chemical Corporation for a unit agreement, Roosevelt County, New Mexico.	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.

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

A Yes, sir, I am.

Q What is Allied Chemical seeking to accomplish with these two applications?

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

Q That is Case 4139.

A 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.

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

A Yes, sir, I have.

Q And of the various wells that have been drilled in the area? In the proposed area?

A Yes, sir.

Q Have you prepared, or have there been prepared 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 permeability --

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.

Q 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?

A Yes, sir.

Q It also shows how the casing has been cemented?

A Yes, sir.

Q How it was used, and so forth?

A Yes, sir.

Q Quantities of cement used?

A Yes, sir.

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

Q Now, what is the character of the water which you intend to inject?

A In these wells, the water which we propose to

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

of formula?

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 working interest owners?

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.

Q 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.

Q 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?

A Yes, sir.

Q Will it protect correlative rights?

A Yes, sir.

Q Will it also promote the greatest ultimate recovery of unitized substances?

A 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:

Q Mr. Ford, does Table 1 and Exhibit 1 lift all the proposed 28 injection wells?

A Table 1 and Exhibit 1 -- 1-G?

Q Well, mine is just marked Table 1 --

A Oh, yes, yes, sir. That is Exhibit 1-G, and that is all of the 28.

Q Is that the only listing you have in your exhibits of injection wells?

A Yes, sir, other than as shown on the map.

MR. HINKLE: That's 1-A -- it shows the injection wells, too.

Q (By Mr. Utz) I mean, on the map?

A Yes, sir, on the map. But this is the only listing.

Q We need the exhibit location, or by units.

A Well, it will be on the map and also on the logs -- the heading of the logs. It shows the location.

Q You are missing one log?

A We are missing one log --

MR. HINKLE: Can you give them the location?

A 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.

Q And what was that well?

A That's Union Texas Jacol's Federal No. 1.

Q Does the map have the well numbers on them, in accordance with Exhibit 1-G?

A Yes, sir.

Q So, there will be no problem in correlating the map with the --

A We made no authoration of well names to units

names at this time.

Q 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?

A Yes, sir.

Q Under a packer?

A Under a packer with inhibited fluid.

Q Any other questions?

MR. HINKLE: That's all I have.

MR. UTZ: You may be excused. Statements? The Case will be taken under advisement.

I N D E X

WITNESS	PAGE
CLYDE D. FORD	
Direct Examination by Mr. Hinkle	2
Cross Examination by Mr. Utz	17

EXHIBITS	MARKED	ADMITTED IN EVIDENCE
Applicant's Exhibits 1 through 4		17

STATE OF NEW MEXICO)
) SS.
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.

Kurleen McCutchen

Notary Public

MY COMMISSION EXPIRES: May 22, 1973

I do hereby certify that the foregoing is a complete record of the proceedings in the Examiner hearing of Case No. 4789 heard by me on ..... 19.67.

.....
Examiner
New Mexico Oil Conservation Commission

Allied Chemical Corporation

UNION TEXAS PETROLEUM DIVISION

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

September 12, 1969

SEP 15 1969

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

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,

G. M. Dougherty

G. M. Dougherty

GMD:fr

Enclosure

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 17, 1969
Date

By J. E. McCallum
Attorney-in-Fact

March 27, 1969
Date

Flora Weatherby
Flora Weatherby, Individually and as executrix of the estate of L. W. Weatherby, deceased

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 17th day of March, 1969, by J. E. McCollum, Attorney-in-Fact for ALLIED CHEMICAL CORPORATION, a New York corporation, on behalf of said corporation.

My commission expires:

June 1, 1969

C. Nell Kelly
Notary Public

STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me this 24th day of March, 1969, by Eleanor Thealy.

My commission expires:

June 1, 1969

Eleanor K. Stark
Notary Public

STATE OF §

COUNTY OF §

BEFORE 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 that 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:

_____

_____
Notary Public

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, Welda Haughurst (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 11th day of September 1969.

Welda Haughurst
COUNTY CLERK

By M Pibble Deputy

572

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 28th., 1969

~~Attest~~

(A.R.Haley)

(Mamie Haley)

~~By~~ A. R. Haley

~~Its~~: Individually

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Mills)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared A.R.Haley, 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 28 day of March, 1969.

E.B.Gilliam Jr.
NOTARY PUBLIC in and for
Mills, County Texas

Seal (E.B.Gilliam Jr.,)

STATE OF Texas)

COUNTY OF Mills)

BEFORE ME, the undersigned authority, on this day personally appeared Mamie Haley wife of A.R.Haley, 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 28 day of March, 1969.

Seal (E.B.Gilliam Jr.,)

E.B.Gilliam Jr.
NOTARY PUBLIC in and for
Mills, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:00 O'Clock A.M. 572
Book 61 Page
Clerk Melva Hazlewood
Deputy Wilma Ledford

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By M Lubbock Deputy

520

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 desired 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 11, 1969 — Allie Crumpton

Attest: — By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF NEW MEXICO)

COUNTY OF ROOSEVELT)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Allie Compton, widow, 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 11th day of April, 1969.

My commission expires:
March 4, 1970.

Allie S. Compton
NOTARY PUBLIC in and for
Roosevelt, County New Mexico

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:59 O'Clock AM
Book 61 Page 570
Clerk Nelda Hightower
Deputy P Strickland

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 August 1969

NELDA HAYHURST

COUNTY CLERK

By M Lebble 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.

EXECUTED this 27th day of March, 1969

Lillian H. Coll

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

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, a ~~Notary Public~~ County Clerk in and for said County and State, on this day personally appeared Lillian H. Coll, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me thatshe executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of March, 1969.

Lorraine R Hunt
County Clerk ~~NOTARY PUBLIC~~ in and for
Roswell, County Chaves

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:58 O'Clock A.M. 568
Book 61 Page
Clerk Nelda Traylor
Deputy Rita Redford

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Ruble Deputy

562

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 28 1969

Attest:

Anna Mary Lyndrey

Helen M. Childers

By:

Its: Vice President

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Jersey)

COUNTY OF Hunterdon)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Don Childers, 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 28th day of March, 1969.

Anna Mary Bendrey
NOTARY PUBLIC in and for
New Jersey, County Hunterdon

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 9, 1971

STATE OF New Jersey)

COUNTY OF Hunterdon)

BEFORE ME, the undersigned authority, on this day personally appeared Rita M. Childers wife of Don Childers, 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 28th day of March, 1969.

Anna Mary Bendrey
NOTARY PUBLIC in and for
New Jersey, County Hunterdon

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 9, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:56 O'Clock A M 564
Book 61 Page
Clerk Nelda Hayhurst
Deputy [illegible]

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By: [signature] Deputy

562

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 10, 1969

Attest:

Kaiser Carroll

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF TEXAS)

COUNTY OF HIDALGO)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOE CARROLL, 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 10TH day of APRIL, 1969.

Kathleen D. Madsen
NOTARY PUBLIC in and for
Kathleen D. Madsen
HIDALGO, County TEXAS

STATE OF TEXAS)

COUNTY OF HIDALGO)

BEFORE ME, the undersigned authority, on this day personally appeared DACIA CARROLL wife of JOE CARROLL, 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 10TH day of APRIL, 1969.

Kathleen D. Madsen
NOTARY PUBLIC in and for
Kathleen D. Madsen
HIDALGO, County TEXAS

STATE OF NEW MEXICO
COUNTY OF ROOSSVELT
Recorded this

JUN 3 1969

At 8:55 O'Clock A.M. 562
Book 61 Page
Clerk Nelda Trautwein
Deputy Agnes Crawford

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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: ~~4-2-69~~ 4-2-69

Attest:

_____

~~Nelle Hall Connell~~

BY: ~~Nelle Hall Connell~~

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____ County

STATE OF Colorado)

COUNTY OF Jefferson)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Helen Hall Connell & George B. Connell, known to me to be the persons 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 2nd day of April, 1969.

My Commission expires Oct. 4, 1971

_____
NOTARY PUBLIC in and for

Lakewood, County Jefferson

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:54 O'Clock A.M. 560
Book 61 Page
Clerk Nelda Stephenson
Deputy Rosalford

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 August 19 69.

NELDA HAYHURST

COUNTY CLERK

By M Robbins Deputy

566

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

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 ROSS C. CLEVELAND, 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 31st day of MARCH 1969, 1969.

L. Mrs. Miller
NOTARY PUBLIC in and for
MIDLAND, County TEXAS

STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared ROZELLE B. CLEVELAND wife of ROSS C. CLEVELAND, 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 31st day of MARCH 1969, 1969.

L. Mrs. Miller
NOTARY PUBLIC in and for
MIDLAND, County TEXAS

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:57 O'Clock A.M.
Book 61 Page 566
Clerk Nelda Hartnett
Deputy T. Hartford

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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: March 29, 1969

Attest: Audie Burkes

By: Jim Cone

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF LUBBOCK)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Fern Cone, a feme sole, 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 25th day of March, 1969.

Anna Mae Byrns
NOTARY PUBLIC in and for
ANNA MAE BYRNS
Lubbock, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:52 O'Clock A.M. 556
Book 61 Page
Clerk Nelda Hayhurst
Deputy M Ribble

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 [illegible] 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 December 19 69.

NELDA HAYHURST

COUNTY CLERK

By [signature] 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: April 9, 1969

Attest: _____

By: _____

Its: _____

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James C. Compton, 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 9th day of April, 1969.

Smith Wright
NOTARY PUBLIC in and for
Roosevelt, County N Mex.

My commission expires: April 10, 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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:51 o'clock AM 554
Book 61 Page 7
Clerk Ruth Hurst
Deputy

552

RATIFICATION OF AGREEMENTS INCLUDING
"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: 4-2-1969

Attest:

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared CHARLES Compton, 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 2nd day of April, 1969.

Agnes E Compton
NOTARY PUBLIC in and for

Roosevelt, County N. Mex.

My com. expires March 4, 1970

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969 -

At 8:50 O'Clock A.M. 552
Book 61 Page
Clerk Zula Hughurst
Deputy

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 August 1969.

NELDA HAYHURST

COUNTY CLERK

By M Rubble Deputy

358

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: _____ Margaret Conn Kretzman

Attest: By: Executrix of Estate of J.C. Conn

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF _____)

COUNTY 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, 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 7th day of April, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:53 O'Clock A M. 558
Book 61 Page
Clerk Delda Hazlewood
Deputy Em Bubble

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 August at 1969.

NELDA HAYHURST
COUNTY CLERK

By Gn R Cobble Deputy

350

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: _____ E. G. Evans

Attest: _____ By: _____

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared E. B. Evans a married man, 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 21st day of March, 1969.

My commission expires
April 23, 1970

Vega L. Stovall
NOTARY PUBLIC in and for
New Mexico, County of Chaves

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:49 O'Clock A.M. 550
Book 61 Page
Clerk Nelda Faithurst
Deputy

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By: [signature] Deputy

546

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 25, 1969

Attest:
Charles M Mapes III

By: Floyd R Evans

Its: President

STATE OF New Mexico)

COUNTY OF Lea)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Harry L. Sloan, known to me to be the person whose name is subscribed to the foregoing instrument as President for X-Ray Well Service & B-M Service Co., 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 2nd day of May, 1969.

Charlotte Rogers
NOTARY PUBLIC in and for
New Mexico, County Lea

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:47 O'Clock A.M.
Book 61 Page 546
Clerk Freda Hayhurst
Deputy _____

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 record as the same appears 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 HAYHURST
COUNTY CLERK

By M Robbles Deputy

564

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 3, 1969

C. L. Easter

Attest:

Nancy Miller

By: Maggie Easter

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C. C. Easter, 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 3rd day of April, 1969

My commission expires:
March 4, 1970.

James C. Compton
NOTARY PUBLIC in and for
Roosevelt, County New Mexico

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, on this day personally appeared Maggie Easter wife of C. C. Easter, 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 3rd day of April, 1969.

My commission expires:
March 4, 1970.

James C. Compton
NOTARY PUBLIC in and for
Roosevelt, County New Mexico

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:46 O'Clock A.M. 544
Book 101 Page
Clerk Nelda Hightower
Deputy Mary Ribble

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By M Rubble Deputy

592

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.

ATTEST:

SECRETARY

DELTEX ROYALTY COMPANY, INC.

PRESIDENT

STATE OF _____)

COUNTY 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 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 29th day of March, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

My Commission expires
June 1, 1969

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:45 O'Clock A.M. 542
Book 61 Page
Clerk Freda Lunsford
Deputy M. Riddle

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 [illegible] 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 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rubble Deputy

240

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.

EXECUTED this the 28th day of March, 1969.

Ben F. Finley

Ben F. Finley, Independent Executor
& Trustee under the Will of Zenobia
Finley, Deceased
Social Security # Ben F. Finley
465-60-8773

STATE OF TEXAS)

COUNTY OF TERRY)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared ~~Rxnx Rxx Rinley~~, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF TEXAS)

COUNTY OF TERRY)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ben F. Finley, 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 28th day of March, 1969.

Joanne S Lowe
NOTARY PUBLIC in and for

Terry, County, Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:44 O'Clock A.M. 540
Book 61 Page
Clerk Nelda Stuckert
Deputy Barbara

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By JM Ribble 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, 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 Marie Maney Braniff
Marie Maney Braniff, her Attorney-in-fact

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Oklahoma)

COUNTY OF Oklahoma)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Marie Maney Braniff as attorney-in-fact, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as attorney-in-fact for Beatrice Maney Braniff for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of April 1969.

Rell Frank
NOTARY PUBLIC in and for

Oklahoma, County Oklahoma

Comm Expires 9/25/72

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:48 O'Clock A.M. 548
Book 61 Page
Clerk Nelda Hayhurst
Deputy

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 it a same with the original.

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

NELDA HAYHURST
COUNTY CLERK

By M Kibbe Deputy

654

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 15, 1969 — Irene Terrill a-widow

Attest: _____ By: _____

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Texas)

COUNTY OF Dallas)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Irene Terrill, 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 25 day of April, 1969.

Anna B. McCollier
NOTARY PUBLIC in and for

_____, County _____

ANNA BELLE COLLIER, Notary Public
in and for Dallas County, Texas
My Commission Expires June 1, 1971

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:42 O'Clock A.M.
Book 121, Page 654
Clerk [illegible]
Deputy [illegible]

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By Mr Ribble Deputy

652

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

Helen Swinney

Attest:

By: [illegible]

Its: [illegible]

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Missouri)

COUNTY OF Greene)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared C B Sweeney, 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 17 day of April, 1969.

Irene C. Smith
NOTARY PUBLIC in and for
Greene, County Missouri

My Commission expire
January 31, 1970

STATE OF Missouri)

COUNTY OF Greene)

BEFORE ME, the undersigned authority, on this day personally appeared Helen Sweeney wife of C. B. Sweeney, 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 17 day of April, 1969.

Irene C. Smith
NOTARY PUBLIC in and for
Greene, County Missouri

My Commission expire
January 31, 1970

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:40 O'Clock AM 652
Book 61 Page
Clerk Ned S. Pinheiro
Deputy Mirtle

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Libbie Deputy

650

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: 3/28/69

Attest: _____

By: R M Routt

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 H. M. Powell Agent, 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 25th day of March, 1969.

Celestia E. Johnston
NOTARY PUBLIC in and for

Midland, County Texas

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 SAID WIFE, ackhowledged 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:39 O'Clock AM
Book 61 Page 650
Clerk Melda Tufhurst
Deputy MRuiz

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rebbe 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: _____

Attest: _____

_____

By: _____

Its: _____

488

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 W. A. Yeager and wife, Patsy Goss Yeager, 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 28th day of March, 1969.

Sarah M. Lindsey
NOTARY PUBLIC in and for

Midland, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:11a O'Clock A.M. 487
Book 61 Page
Clerk Pebble Hightower
Deputy Recorded

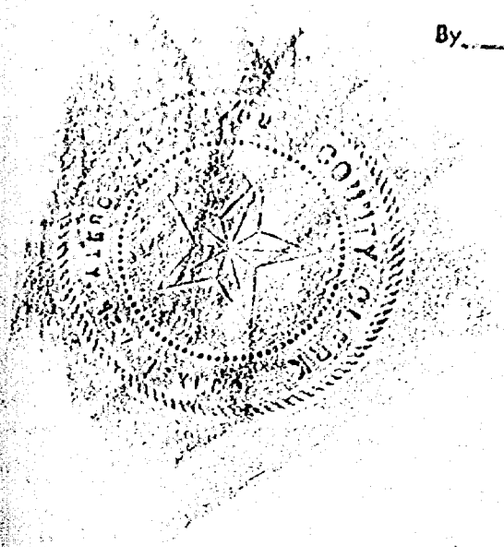
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rebbles 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: April 10, 1969

Attest:

_____

Norman R. Rousselot

By: _____

Its: _____

Neva Rousselot

COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared NORMAN R. ROUSSELOT, 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 10 day of April, 1969.

Rebe Schulze
NOTARY PUBLIC in and for
MIDLAND, County TEXAS

STATE OF TEXAS)

COUNTY OF MIDLAND)

BEFORE ME, the undersigned authority, on this day personally appeared NEVA ROUSSELOT wife of NORMAN R. ROUSSELOT, 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 10 day of April, 1969.

Rebe Schulze
NOTARY PUBLIC in and for
MIDLAND, County TEXAS

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:38 O'Clock A.M.
Book 61 Page 648
Clerk Nelda Hightower
Deputy

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 [illegible] 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 HAYHURST
COUNTY CLERK

By [signature] 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.

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

STATE OF NEW MEXICO)
COUNTY OF [illegible])

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared E. Ruth Pratt, a single woman, 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, 1969.

E. Ruth Pratt

NOTARY PUBLIC in and for
Santa Fe County, New Mexico

My Commission Expires:
January 9, 1973

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:37 O'Clock A.M.
Book 61 Page 648
Clerk Nelda Stegbrat
Deputy M Kimbell

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 instrument 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 HAYHURST
COUNTY CLERK

By M Lubbe Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Received for
JUN 3 1969
At 8:17 O'Clock 489
Book 61 Page 489
Clerk [illegible]
Deputy [illegible]

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, I have hereunto set my hand and seal this 31st day of March, 1969.

Jack Griffin

State of New Mexico
County of Chaves

The foregoing instrument was acknowledged before me this 31st day of March, 1969, by Jack Griffin, a married man dealing in his sole and separate property.

My commission expires;
12-8-70

Harold W. Nicholson
Notary Public

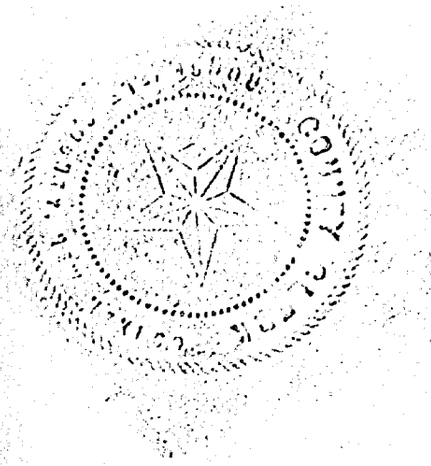
STATE OF NEW MEXICO
COUNTY OF [illegible]

I, NELDA HAYHURST [illegible] duly the foregoing
to be a full, true and [illegible] 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 67.

NELDA HAYHURST
COUNTY CLERK

By M. Liddle Deputy



150

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

at 8:18 o'clock A.M.
Book 61 Page 490
Clerk Hilda S. Chavez
Deputy Zora Gilmore

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 3 1969 — K & K Petroleum

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

_____
Notary Public

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 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 HAYHURST
COUNTY CLERK

By M Kibble Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:12 O'Clock A.M.
Book 61 Page 101
Clerk [illegible]
Deputy [illegible]

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.

Oscar C. Weathersby L.S.
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 1969, 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.

[illegible]
NOTARY PUBLIC

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 instrument 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 1969

NELDA HAYHURST
COUNTY CLERK

By M Lobble Deputy

684

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

Attest:

Barbara K. Wolf

Cecil Pate

Ruby Jewell Pate

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF ~~Roosevelt~~ LEA)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cecil Pate, 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 17th day of April, 1969.

My commission expires:
Nov. 4, 1971

Barbara K. Wolf
NOTARY PUBLIC in and for
LEA
~~Roosevelt~~, County New Mexico

STATE OF NEW MEXICO)

COUNTY OF ~~ROOSEVELT~~ LEA)

BEFORE ME, the undersigned authority, on this day personally appeared Ruby Jewell Pate wife of Cecil Pate, 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 17th day of April, 1969.

My commission expires:
Nov. 4, 1971

Barbara K. Wolf
NOTARY PUBLIC in and for
LEA
~~Roosevelt~~, County New Mexico

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:30 O'Clock A.M.
Book 61 Page 644
Clerk [illegible]
Deputy [illegible]

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 instrument 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 HAYHURST
COUNTY CLERK

By M Lebbe 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.

WITNESS my hand at Fort Worth, Texas
this 25th day of March, 1969.

Roger B. Cwings

Lucy P. Cwings, Wife

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF TEXAS)

COUNTY OF TARRANT)

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of March, 1969.

My Commission Expires
June 1, 1969.

Erwin R Ordt
NOTARY PUBLIC in and for

Tarrant, County Texas

STATE OF TEXAS)

COUNTY OF TARRANT)

BEFORE ME, the undersigned authority, on this day personally appeared Lucy D. Grimes wife of Doren D. Grimes, 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 25th day of March, 1969.

My Commission expires
June 1, 1969.

Erwin R Ordt
NOTARY PUBLIC in and for

Tarrant, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:35 O'Clock A.M.
Book 61 Page 642
Clerk [illegible]
Deputy [illegible]

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M K Hubbard Deputy

522

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: _____

Attest: _____

_____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 Armstrong, 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 28 day of March, 1969.

Liz Bush
NOTARY PUBLIC in and for

Midland, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 2:35 O'Clock P.M. 522
Book 61 Page
Clerk Ada Hughart
Deputy M R Pike

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rubble Deputy

150

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: _____

Continental Illinois National Bank and Trust Company of Chicago

Attest: John S. Rochelle
Assistant Cashier

By: Alvin J. Pearson

Its: VICE PRESIDENT

STATE OF Illinois)

COUNTY OF Cook)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared IRVIN J. PEARSON, known to me to be the person whose name is subscribed to the foregoing instrument as VICE PRESIDENT for Continental Illinois National Bank and Trust Company of Chicag 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 17 day of April, 1969.

Lucy K Vest
NOTARY PUBLIC in and for
Cook, County Illinois

My Commission Expires
April 9, 1972

STATE OF Illinois)

COUNTY OF Cook)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN F. BRUNZELL, 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 17 day of April, 1969.

Lucy K Vest
NOTARY PUBLIC in and for
Cook, County Illinois

My Commission Expires
April 9, 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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:29 O'Clock A.M. 510
Book 61 Page
Clerk Zelda Fitzgerald
Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST [illegible] do hereby certify that the foregoing [illegible] in my office and that I have carefully compared [illegible] with the original.

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

19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rebbler Deputy

520

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 AT Hobbs, New Mexico this 25th day of March 1969.

Fred P. Gilliam

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:34 O'Clock A.M. 520
Book 61 Page
Clerk Velda Traylor
Deputy

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true [illegible] 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 1969.

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy



-324-

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 33 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: November 7, 1969

R. W. Armstrong

Attest:

By: R W Armstrong

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF [illegible])

COUNTY OF [illegible])

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], 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 26th day of May, 1969.

[illegible]

_____
NOTARY PUBLIC in and for
[illegible], County [illegible]

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:36 O'Clock A.M.
Book 61 Page 524
Clerk [illegible]
Deputy [illegible]

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 record as the same appears 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 1969.

NELDA HAYHURST
COUNTY CLERK

By M Ribble Deputy

640

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 2, 1969

Attest:

Donald E. Graham

Stephen D. Strong

By: Conner Montgomery Strong

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF ILLINOIS)

COUNTY OF WHITE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Fletcher V.Strong, 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 2nd day of April, 1969.

Donald L. Graham
NOTARY PUBLIC in and for
STATE OF Illinois, County White

STATE OF ILLINOIS)

COUNTY OF WHITE)

BEFORE ME, the undersigned authority, on this day personally appeared Cuma Montgomery Strong wife of Fletcher V.Strong, 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 2nd day of April, 1969.

Donald L. Graham
NOTARY PUBLIC in and for
_____, County White

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:34 O'Clock A.M.
Book 61 Page 040
Clerk Paula Thompson
Deputy _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST, County Clerk, do hereby certify the foregoing to be a full, true [illegible] 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 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rebble Deputy

526

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.

Date: March 25, 1969

Roy G. Barton, Jr.
Roy G. Barton, Jr.

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF N. M.)

COUNTY OF Lea)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Ben H. Carter Jr., 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 28th day of May, 1969.

Wilma Brown
NOTARY PUBLIC in and for
Lea, County N. M.

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:37 O'Clock A.M. 526
Book 61 Page
Clerk Nelda Traylor
Deputy Ann Kibbe

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rubbles 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.

WITNESS my hand in Culver City, California this 25th day of March, 1969.

Signed: Helen Reynolds

Dated: 3/25/69

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF California)

COUNTY OF Los Angeles)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Helen Spencer a/k/a Lee, 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 25th day of March, 1969.

OFFICIAL SEAL
HELEN E. MACK
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Helen E. Mack
NOTARY PUBLIC in and for

Los Angeles County _____

HELEN E. MACK
My Commission Expires May 3 1971

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:33 O'Clock A.M.
Book 61, Page 638
Clerk Reedy Kingwell
Deputy _____

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 it same with the original.

Witness my hand and seal of office this 4th day of August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Ribble Deputy

28

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 28, 1969

Attest: _____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 A.D. Bell & wife Lois Bell, 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 25th day of March, 1969.

_____
NOTARY PUBLIC in and for
Midland, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:38 O'Clock A.M. 528
Book 61 Page _____
Clerk Nelda Hayhurst
Deputy _____

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 August 1969.

NELDA HAYHURST

COUNTY CLERK

By Da Lee Deputy

520

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 10 1969

Attest:

_____

T. W. Blackburn

By: T. W. Blackburn

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared F. M. Blackson, 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 18th day of April, 1969.

Ena E. Brown
NOTARY PUBLIC in and for
New Mexico, County Chaves

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, on this day personally appeared Madge Blackson wife of F. M. Blackson, 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 18th day of April, 1969.

Ena E. Brown
NOTARY PUBLIC in and for
New Mexico, County Chaves

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:39 O'Clock A.M. 530
Book 61 Page
Clerk Hallie Stephenson
Deputy M. Reitmeier

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By _____ Deputy

532

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

Sun Ruman Bureau

By: H. C. Brown

Its:

Attest:

Carol Walker

Bessie Black

3741 E Bay

Midland, Texas

x E R. Moore

x Mrs E R. Moore

3501 E Bay

Midland, Texas

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Tarrant)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. C. Price, 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 11 day of April, 1969.

Evelyn N. Armstrong
NOTARY PUBLIC in and for
Tarrant, County Texas

STATE OF Texas)

COUNTY OF Tarrant)

BEFORE ME, the undersigned authority, on this day personally appeared Vera Susanna Price wife of J. C. Price, 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 11 day of April, 1969.

Evelyn N. Armstrong
NOTARY PUBLIC in and for
Tarrant, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 8:40 O'Clock A.M. 532
Book 61 Page
Clerk Reed E. Taylor
Deputy M. Reed

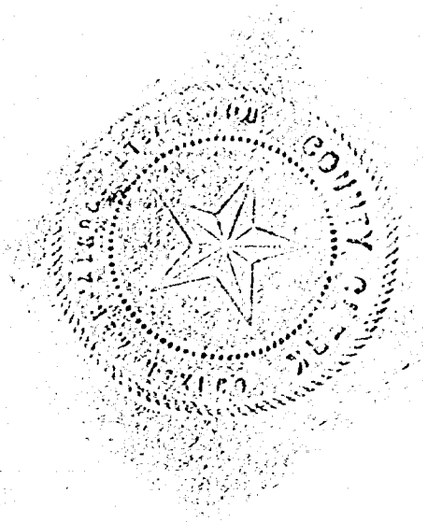
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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: 4/14/69

Attest:

Margaret Cosby Rice

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Texas)

COUNTY OF Upshur)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Margaret Cosby Buie, 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 14th day of April, 1969.

Linnie E. Elmore
NOTARY PUBLIC in and for

Upshur, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:41 O'Clock A.M. 533
Book 61 Page
Clerk Melba Elmore
Deputy

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Ribble 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: March 25 1969

Attest:

_____

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

( ) County _____

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 Lily A. Carden, a widow, 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 28 day of March, 1969.

Dorothy H. Bradburn
NOTARY PUBLIC in and for

Midland, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1959

At 8:43 O'Clock A.M.
Book 61 Page 538
Clerk Nellie Fairhurst
Deputy _____

COUNTY CLERK

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Robbie 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.

WITNESS my hand this 24th day of April, 1969 in Polk County, N. C.

Margaret Kendrick Duff

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF North Carolina)

COUNTY OF Polk)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rupert Benedict Bell, A Single Woman, 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 24th day of April, 1969.

Patricia Pruette
NOTARY PUBLIC in and for
North Carolina County Polk

My Commission Expires Feb. 22 [illegible]

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 8:43 O'Clock A.M. 536
Book 61 Page
Clerk Nelda Hayhurst
Deputy [illegible]

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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.

Signed at Roswell, County of Chaves, State of New Mexico, this 26th day of March, 1969

E. R. Kain

E. R. Kain

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared E. R. Kain, 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 26th day of March, 1969.

Lorraine R Hart
NOTARY PUBLIC in and for
County Clerk

Roswell, County Chaves

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:11 O'Clock A.M.
Book 61 Page 594
Clerk Nelda Pritchett
Deputy [illegible]

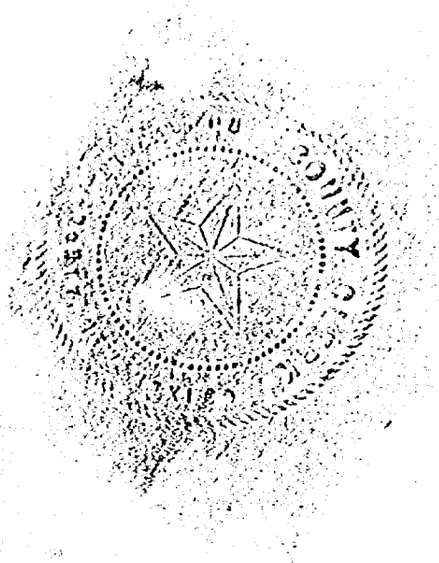
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of the record as the same appears of 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 HAYHURST
COUNTY CLERK

By M. Gibble 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: April 1, 1969

Attest:

Peggy Clark

Mattie Lee Kester
Executrix of the Estate of D. E. Kester,
By: Deceased

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mattie Lou Kester, 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 26th day of March, 1969.

ALICE C. CLINE
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires Oct. 3, 1972

Alice C. Cline
ALICE C. CLINE, NOTARY PUBLIC in and for
Alameda, County California

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:12 O'Clock A.M.
Book 61 Page 596
Clerk Nella Hartman
Deputy M Little

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 August 1969

NELDA HAYHURST
COUNTY CLERK

By M Gibbles 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: April 2, 1969

Attest:

H. R. Emery

By: Mrs J. A. Neill widow

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Dallas)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mrs. J. A. Neill & Widow, 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 2 day of April, 1969.

Louise Taylor
NOTARY PUBLIC in and for
Dallas, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:26 O'Clock A.M.
Book 61 Page 624
Clerk [illegible]
Deputy [illegible]

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Lobbs 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 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 Chaves County this 25th day of March, 1969.

James Lodwick

J. O. Lodwick

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared S.W.Lodewick, 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 25 day of March, 1969.

My Commission expires 3/6/71

Willey Echo Mathers
NOTARY PUBLIC in and for
Chaves, County N.M.

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, on this day personally appeared Laura Lodewick wife of S.W.Lodewick, 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 25 day of March, 1969.

My Commission expires 3/6/71

Willey Echo Mathers
NOTARY PUBLIC in and for
Chaves, County N.M.

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:13 O'Clock A.M. 598
Book 61 Page
Clerk Nelda Heyburst
Deputy

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 [illegible] 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 1969

NELDA HAYHURST
COUNTY CLERK

By [signature] 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 1 1969 Cordilley Company

Attest: By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____ County

STATE OF NEW MEXICO)

COUNTY OF ROOSEVELT)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cordiller Luman, individually, 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 7th day of May, 1969.

My commission expires:
March 4, 1970.

James D. Compton
NOTARY PUBLIC in and for

Roosevelt, County New Mexico

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:14 O'Clock A.M.
Book 61 Page 600
Clerk Dallas Hancock
Deputy

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 August 1969.

NELDA HAYHURST
COUNTY CLERK

By M Rubble Deputy

692

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 7 1969 Cordy Inman

Attest: By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF NEW MEXICO)

COUNTY OF ROOSEVELT)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Cordy Luman, a widow, 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 7th day of May, 1969.

My commission expires:
March 4, 1970.

_____
NOTARY PUBLIC in and for
Roosevelt, County New Mexico

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:15 O'Clock A.M.
Book 61 Page 602
Clerk _____
Deputy _____

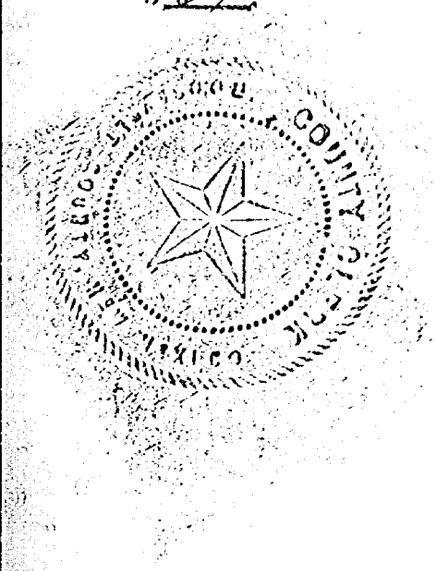
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Ribble 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: April 8, 1969

Attest:

_____

By: Noble Luman

Its: Virgil Luman

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF Missouri)

COUNTY OF Newton)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Noble Lueman, 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 8th day of April, 1969.

Charles E. Whitehead
NOTARY PUBLIC in and for
Newton, County Missouri

STATE OF Missouri)

COUNTY OF Newton)

BEFORE ME, the undersigned authority, on this day personally appeared Virgie Lueman wife of Noble Lueman, 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 8th day of April, 1969.

Charles E. Whitehead
NOTARY PUBLIC in and for
Newton, County Missouri

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:16 O'Clock A.M.
Book 61 Page 604
Clerk Nelda Hazlewood
Deputy _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

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

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

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy

ROOSEVELT COUNTY NEW MEXICO

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 4 1969

Attest: Witness:

Maria Simmons

By: Adeline M. Mahoney

Its: (a widow)

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____ County _____

STATE OF _____)

COUNTY 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, 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 _____, 1969.

Adorine M. Mahoney
(Widow)

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 2:17 O'Clock P.M.
Book 61 Page 106
Clerk _____
Deputy _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

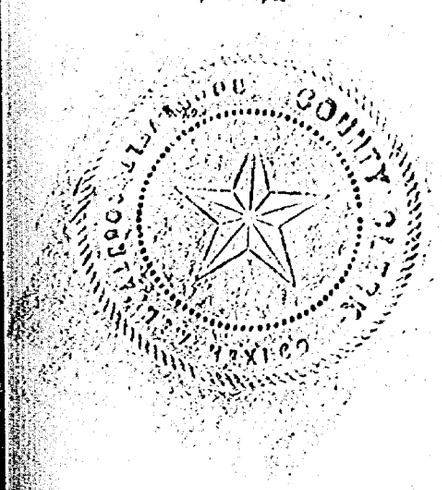
I, NELDA HAYHURST ..... County Clerk do hereby certify the foregoing to be a full, true and correct ..... on file in my office and that I have carefully compared the same with the original.

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

NELDA HAYHURST

COUNTY CLERK

By M Rubble 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: _____ Dorcha Corp. Dorchace

Attest: By: _____

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Upshur)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. A. Mauldin, 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 16 day of May, 1969.

Truman B. Kuhn
NOTARY PUBLIC in and for
Upshur, County Texas

STATE OF Texas)

COUNTY OF Upshur)

BEFORE ME, the undersigned authority, on this day personally appeared Martha Clark Mauldin wife of J. A. Mauldin, 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 16 day of May, 1969.

Truman B. Kuhn
NOTARY PUBLIC in and for
Upshur, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:18 O'Clock A.M. 608
Book 61 Page
Clerk Nelda Pritchard
Deputy

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 instrument 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 HAYHURST
COUNTY CLERK

By M Rebdale 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 23, 1969

SKELLY OIL COMPANY

~~Attest~~:

By: Judd M. Qualline

Its: Attorney-in-Fact JUDD M. QUALLINE

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

NEW MEXICO - ATTORNEY-IN-FACT

STATE OF OKLAHOMA)
) SS:
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 26th day of May, 1969, by Judd H. Oualline, as Attorney-in-Fact on behalf of SKELLY OIL COMPANY.

My commission expires:

_____
Notary Public

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:32 O'Clock A.M. 636
Book 61 Page
Clerk
Deputy

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 4th day of Aug 19 64

NEIDA HAYHURST
COUNTY CLERK

By L Shackelford Deputy

732

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 13 1969

Attest:

Thomas H Ri...

SIGN AND RETURN THIS COPY

By: _____

Its: _____

Guido P. Palma

GUIDO P. PALMA

Ellen H. Palma

ELLEN H. PALMA

THE STATE OF NEW YORK)
)
COUNTY OF MONROE) The foregoing instrument was acknowledged before me this 13th day of May, 1969, by GUIDO P. PALMA and EILEEN H. PALMA husband and wife.

NOTARY PUBLIC

THOMAS I. MOORE, Notary Public
State of New York, Monroe County
Commission Expires March 30, 1970

My Commission Expires:
March 30, 1970

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 12:20 O'Clock P.M.
Book 61 Page 713
Clerk Nelda Stephenson
Deputy M Ribble

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 4th day of Aug 19 62

NELDA HAYHURST
COUNTY CLERK

By T Shackelford 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.

WITNESS our hands this 2nd day of May, 1969.

HUNT OIL COMPANY

ATTEST:

W. B. Dearman, Secretary

By: George Cunyus, Senior Vice-President

STATE OF TEXAS)

COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared [illegible], known to me to be the person whose name is subscribed to the foregoing instrument as Senior Vice-President for Lone Oil Company, 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 5th day of May, 1969.

Shirley F. Collins
NOTARY PUBLIC in and for
Dallas, County Texas

SHIRLEY F. COLLINS Notary Public
in and for Dallas County, Texas
My commission expires June 1, 1969

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 5 1969

At 11:20 O'Clock A.M.
Book 61 Page 255
Clerk Nelda Tubbs
Deputy [illegible]

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

12-602

SEAL

ROOSEVELT CO.

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford 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 28, 1969

Louis E. Blakely

Attest:

By:

Its:

754

STATE OF TEXAS)

COUNTY OF Gregg)

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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Texas)

COUNTY OF Gregg)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lois E. Blakely, 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 28th day of May, 1969.

Nancy H. Hartman
NOTARY PUBLIC in and for
Gregg, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 5 1969
At 11:05 O'Clock A.M.
Book 61 Page 752
Clerk Nelda Glenburst
Deputy Phyllis Cole

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 [illegible] 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. 1969

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy

SEAL

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: _____ B M Kerr Corp

Attest: _____ By: _____

_____ Its: _____

832

831

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared B.M. KECHANE a single man 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 16th day of April, 1969.

My Commission Expires
June 15, 1971

Bettie R. Hughes
NOTARY PUBLIC in and for

Chaves, County New Mexico

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 16 1969

At 9:30 O'Clock A.M.
Book 61 Page 831-832
Clerk Nelda Hargrave
Deputy M. Reville

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 19th day of June 1962.

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford Deputy

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 [illegible] 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 19 69

NELDA HAYHURST,
COUNTY CLERK

By L. Shackelford 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 9370.18 acres, more or less, in Township 6 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: _____

Attest:

_____

Vernon Rogers
Executor of the Estate of M. Lucetta Rogers, Deceased
By: _____

Its: _____

398

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC In and For

_____, County _____

STATE OF Texas)

COUNTY OF Schleicher)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vernon B Rogers, Executor Estate Luella Rogers, 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 30 day of June, 1969.

J. P. Runnels
NOTARY PUBLIC In and For

Schleicher, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUL 11 1969

At 9:05 O'Clock A.M.
Book 102 Page 397
Clerk Billie G. Hartnett
Deputy Dorothy Riddle

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, Nelda Hughurst (County Clerk) do hereby certify the foregoing to be a full, true & 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 22nd day of July 1969

Nelda Hughurst
COUNTY CLERK

By M Ribble Deputy

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.
19 69

NELDA HAYHURST
COUNTY CLERK

By L. Shackleford Deputy

256

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: _____ Billie Joanna R. Dixon

Attest: By: _____

_____ Its: _____

STATE OF New Mexico)

COUNTY OF Eddy)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bobbie Bruce, 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 21 day of June, 1969.

MY COMMISSION EXPIRES MARCH 3, 1971

Bobbie Bruce
NOTARY PUBLIC in and for

Roo, County Nm

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUL 2 1969

At 9:15 O'Clock A.M. 258
Book 62 Page
Clerk Nelda Stephenson
Deputy

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 in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 9th day of July 1969

NELDA HAYHURST
COUNTY CLERK

By R. Blackledge Deputy

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 L. Shackelford 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 5370.16 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 or 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: 6-30-69

Vernon B Rogers

Attest:

Wanda B Rogers

Its:

336

STATE OF Texas)

COUNTY OF Schleicher)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vernon B Rogers, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Texas)

COUNTY OF Schleicher)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Vernon B Rogers, 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 30 day of June, 1969.

J. P. Richardson
NOTARY PUBLIC in and for

Schleicher, County Texas

STATE OF Texas)

COUNTY OF Schleicher)

BEFORE ME, the undersigned authority, on this day personally appeared Wanda B. Rogers wife of Vernon B. Rogers, 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 30 day of June, 1969.

J. P. Richardson
NOTARY PUBLIC in and for

Schleicher, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUL 11 1969

At 9:00 o'Clock A.M.
Book 52 Page 335
Clerk [illegible]
Deputy [illegible]

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 22nd day of July 19 67.

Nelda Hayhurst
COUNTY CLERK

By M Libbee Deputy

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. 19 67

NELDA HAYHURST
COUNTY CLERK

By T Shackleford Deputy

826-

827

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: 6-2-69 Dean M Rice

Attest: By:

Its:

828

827

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County

STATE OF OHIO)

COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DESSA M. RIEG, a Widow, 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 3rd day of June, 1969.

NOTARY PUBLIC in and for

STATE OF OHIO, County CUYAHOGA

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 16 1969

At 9:00 O'Clock A.M.
Book 61 Page 827 826
Clerk Nella Engquist
Deputy

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.

SEAL 1967

NELDA HAYHURST
COUNTY CLERK

By K Shackleford 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: June 4, 1969

Attest: _____

By: W. Conn Jones Cook

Its: Unit Clerk

STATE OF TEXAS)

COUNTY OF GREGG)

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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF TEXAS)

COUNTY OF GREGG)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Odell Cook, 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 4th day of June, 1969.

Linda Burk
NOTARY PUBLIC in and for

Gregg, County Texas

STATE OF TEXAS)

COUNTY OF GREGG)

BEFORE ME, the undersigned authority, on this day personally appeared Erma Jean Cook wife of Odell Cook, 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 4th day of June, 1969.

Linda Burk
NOTARY PUBLIC in and for

Gregg, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 16 1969

At 9:05 O'Clock A.M.
Book 61 Page 829
Clerk Mildred Hayhurst
Deputy Marjorie Lee

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 19th day of June 1969.

NELDA HAYHURST
COUNTY CLERK

By R Shackelford Deputy

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. 1969

NELDA HAYHURST
COUNTY CLERK

By R Shackelford Deputy

COUNTY CLERK ROOSEVELT CO. NEW MEXICO

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: 6-21-69

Attest:

_____

By: Stanley Allen Logan

Its: _____

400

STATE OF Texas §

COUNTY OF Dallas §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared STANLEY ALLEN ROGERS, known to me to be the person whose name is subscribed to the foregoing instrument ~~xxx~~, 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 21 day of June 69, 1969.

Ann A. Graybill
NOTARY PUBLIC in and for
Dallas, County Texas

STATE OF _____ §

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUL 11 1969
At 9:10 O'Clock A.M.
Book 62 Page 399
Clerk [illegible]
Deputy [illegible]

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 22nd day of July 19 69

Nelda Hayhurst
COUNTY CLERK

By M. Pribble Deputy

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. 19 69

NELDA HAYHURST
COUNTY CLERK

By R Shackleford Deputy

SEAL
ROOSEVELT COUNTY

810-

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: 4-25-69

Attest: Phil Wood

Mary Cosby Marks

By:

Its:

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 ... 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 1969

NELDA HAYHURST
COUNTY CLERK

By L Shackelford Deputy

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Texas)

COUNTY OF Upshur)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mary Cosby Mathis, 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 25th day of April, 1969.

Phil Hook
NOTARY PUBLIC in and for

Texas, County Upshur

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:19 O'Clock AM
Book 61 Page 610
Clerk [illegible]
Deputy [illegible]

RECEIVED MAY 12 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 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 9th 1969

Attest:

Priscilla Sedwick

By:

Its:

GERALD N. FRANK

SIGN AND RETURN THIS COPY

GERALD N. FRANK

THE STATE OF NEW YORK)
)
COUNTY OF Nassau) The foregoing instrument was acknowledged before me this 2 day of May, 1969, by GERALD N. FRANK and ELEANOR E. FRANK, husband and wife.

NOTARY PUBLIC

HERBERT BONNABEAU
Notary Public, State of New York
Clot 30-5300035
Qualified in Nassau County
Commission Expires March 30, 1970

My Commission Expires:

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:06 O'Clock A.M. 684
Book 121 Page
Clerk Nelda Stanhurst
Deputy M Ruble

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 4th day of Aug. 1942

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford Deputy

686

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 11, 1969

BARBARA ANN FRIEDMAN TRUST

Attest:

By: Harold Weill, Trustee

Its:

By: Erich G. Friedman, Trustee

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF New York) The foregoing instrument was acknowledged before me this 11th day of May, 1969, by HAROLD WEILL and ERICA G. FRIEDMAN, Trustees of the BARBARA ANN FRIEDMAN TRUST.

Barbara D'Elia
NOTARY PUBLIC

My Commission Expires:
3/30/71

BEATRICE S. FLORIO
Notary Public, State of New York
No. 31-[illegible]
Qualified in [illegible] County
Commission Expires March 30, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:01 O'Clock A.M.
Book 61 Page 586
Clerk Nelda Fuhrt
Deputy M. Pebble

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 [illegible] 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 1969.

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford Deputy

SEAL

688

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: 5-13-69

Attest: _____

By: _____

Its: _____

_____

SIGN AND RETURN THIS COPY

X Stanley I. Glickman
STANLEY I. GLICKMAN

X _____
HERB M. GLICKMAN

THE STATE OF NEW YORK)
)
COUNTY OF New York) The foregoing instrument was acknowledged before me this 12th day of May, 1969, by STANLEY I. GLICKMAN and RUTH M. GLICKMAN, husband and wife.

John J. Flannery
NOTARY PUBLIC

My Commission Expires:
March 30, 1971

JOHN J. FLANNERY
Notary Public, State of New York
No. 31-1217800
Qualified in New York County
Commission Expires March 30, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:08 O'Clock A.M. 688
Book 61 Page
Clerk Nelda Stanhurst
Deputy M Ribble

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 4th day of Aug. 1964.

NELDA HAYHURST

COUNTY CLERK

By K. Shackleford 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: _____ _____

Attest: By: _____

_____ Its: _____

SIGN AND RETURN THIS COPY

x Frank Joyce
FRANK T. JOYCE

x Florence H. Joyce
FLORENCE H. JOYCE

THE STATE OF NEW YORK)
)
COUNTY OF MONROE) The foregoing instrument was acknowledged before me this 14th day of May, 1969, by FRANK T. JOYCE and FLORENCE H. JOYCE, husband and wife.

William F. Thompson
NOTARY PUBLIC

WILLIAM F. THOMPSON
Notary Public in the State of New York
MONROE COUNTY, N.Y.
Commission Expires March 30, 1971

My Commission Expires:
MAR 30, 1971

WILLIAM F. THOMPSON NOTARY PUBLIC STATE OF NEW YORK ROSAMOND

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:09 O'Clock A.M. 690
Book 61 Page
Clerk Nelda Hayhurst
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 4th day of Aug. 1964

NELDA HAYHURST.

COUNTY CLERK

By L. Shackelford Deputy

SEAL
ROOSEVELT CO.

692

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: _____

Attest:

_____

By: _____

Its: _____

X _____
R. L. HALVORSEN

X _____
JEAN HALVORSEN

SIGN AND RETURN THIS COPY

THE STATE OF TEXAS)
)
COUNTY OF Midland) The foregoing instrument was acknowledged before me this 27 day of May, 1969, by R. L. HALVORSEN and JEAN HALVORSEN, husband and wife.

NOTARY PUBLIC

NOTARY PUBLIC
My Commission Expires:
6-1-69
COUNTY OF MIDLAND

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:10 O'Clock A.M. 692
Book 61 Page
Clerk Melba Strickland
Deputy M Riddle

SIGN AND RETURN THIS COPY

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing is to be a full, true and correct copy of [illegible] 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. 19 61

NELDA HAYHURST.
COUNTY CLERK

By L Shackleford Deputy

694

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: _____ _____

Attest: By: _____

_____ Its: _____

✗ Edward J. Horton
EDWARD J. HORTON

✓ _____
MERTA H. HORTON

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF MONROE) The foregoing instrument was acknowledged before me this 11th day of May, 1969, by EDWARD J. HORTON and METTIE H. HORTON, husband and wife.

ROGER G. HALEY
Notary Public in the State of New York
MONROE COUNTY, N. Y.
My Commission Expires March 30, 19 71

My Commission Expires:

NOTARY PUBLIC

ROGER G. HALEY NOTARY PUBLIC N.Y.

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:11 O'Clock AM. 694
Book 61 Page
Clerk Nola B. Hazlehurst
Deputy M. Pebble

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 4th day of Aug.
19 69

NELDA HAYHURST
COUNTY CLERK

By. L Shackelford 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:

SIGN AND RETURN THIS COPY

By:

Its:

ROBERT D. LINNETT

JEAN C. LINNETT

THE STATE OF CALIFORNIA)
)
COUNTY OF VENTURA) The foregoing instrument was acknowledged before me this 16th day of May, 1969, by

ROBERT D. LAUBETT and JEAN C. LAUBETT

husband and wife.

NOTARY PUBLIC

PHILIP J. SPELLMAN, Notary Public in and for the County of Ventura, State of California
My Commission Expires Nov. 27, 1969

My Commission Expires:

PHILIP J. SPELLMAN
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:12 O'Clock A.M.
Book 61 Page 696
Clerk Melda Hagerman
Deputy Em Rachelle

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 4th day of Aug 1969

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford 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: _____

Attest:

_____

By: _____

Its: _____

FRANK E. LUELLEN

IRMA LUELLEN

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF MONROE) The foregoing instrument was acknowledged before me this 19th day of May, 1969, by FRANK E. LUELLEN and EMMA LUELLEN, husband and wife.

NOTARY PUBLIC

My Commission Expires:
3/30/71

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:13 O'Clock A.M.
Book 61 Page 698
Clerk Nelda Stallcup
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 4th day of Aug 1962

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford Deputy

700

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: _____

Attest: _____

_____

SIGN AND RETURN THIS COPY

_____

By: _____

Its: _____

WILLIAM S. NEVIN

BARBARA J. NEVIN

THE STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) The foregoing instrument was acknowledged before me this 16th day of May, 1969, by WILLIAM S. NEVIN and BARBARA J. NEVIN husband and wife.

MARY E. JUSTUS
NOTARY PUBLIC CALIF
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Sept. 11, 1972

Mary E. Justus
NOTARY PUBLIC

My Commission Expires:
Sep. 11, 1972

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:14 O'Clock A.M.
Book 61 Page 700
Clerk Nilda Stanhurst
Deputy

SIGN AND RETURN THIS COPY

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST, (County Clerk) do hereby certify the foregoing is 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 1969

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy

702

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 12 1969

Attest:

Richard Lewis

By:

Its:

MURRAY SUSSELL

MIRIAM SUSSELL

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK) The foregoing instrument was acknowledged before me this 1st day of May, 1969, by MURRAY SUSSMAN and MIRIAM SUSSMAN, husband and wife.

NOTARY PUBLIC

My Commission Expires:

MICHAEL HENNEFELD
NOTARY PUBLIC State of New York
No. 41-1755935
Qualified in Queens County
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
Clerk Nelda Hubbard
Deputy M Kibbe

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 [illegible] 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. 1969

NELDA HAYHURST
COUNTY CLERK

By R. Shackelford Deputy

COUNTY CLERK SEAL ROOSEVELT CO.

704

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: 5/9/69

Attest:

WINTER, WOLFF & COMPANY,
a partnership composed of
Herbert Winter and Ernst Wolff

By: (HW)

By: (EW)

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK) The foregoing instrument was acknowledged before me this 7 day of May, 1969, by HERBERT WINTER and ERNST WOLFF, partners of WINTER, WOLFF & COMPANY, a partnership.

NOTARY PUBLIC

My Commission Expires:

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:16 O'Clock A.M. 704
Book 61 Page
Clerk Nelda Hayhurst
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 [illegible] 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. 19 69

NELDA HAYHURST
COUNTY CLERK

By R. Shackelford Deputy

706

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: 5/12/69

Attest: _____

By: _____

Its: _____

Nancy Winter

NANCY WINTER, a feme sole

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK) The foregoing instrument was acknowledged before me this 11 day of May, 1969, by

NANCY WINTER, a feme sole

NOTARY PUBLIC

My Commission Expires:

MELVIN H. SMITH
Notary Public, State of New York
No. 31-4504600
Qualified in New York County
Commission Expires March 30, 1970

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:17 O'Clock A.M. 706
Book 61 Page
Clerk Melda Hazlehurst
Deputy M. Ribble

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 [illegible] 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. 1969

SEAL

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford Deputy

708

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 9 1969

Attest:

SIGN AND RETURN THIS COPY

By:

Its:

ERNST WOLFF

ILSA WOLFF

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK) The foregoing instrument was acknowledged before me this 9 day of May, 1969, by ERNST WOLFF and ILSA WOLFF husband and wife.

NOTARY PUBLIC

My Commission Expires:

SELVIN H. SHULER
NOTARY PUBLIC
STATE OF NEW YORK
Qual. in Kings County, Clerk's No. 31
Term Expires March 30, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:18 O'Clock A.M.
Book 61 Page 708
Clerk Nedra Hayhurst
Deputy M Kibbee

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 [illegible] 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. 1969

NELDA HAYHURST

COUNTY CLERK

By L. Shackelford Deputy

710

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: 5/12/69

Attest: _____

By: _____

Its: _____

X _____
PATRICIA ANN WOLFF, a feme sole

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF NEW YORK) The foregoing instrument was acknowledged before me this 12 day of May, 1969, by PATRICIA ANN WOLFF, a feme sole.

NOTARY PUBLIC

(SEAL)

My Commission Expires:

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:19 O'Clock A.M.
Book 61 Page 710
Clerk Nelda Stanhurst
Deputy M Kibbe

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 4th day of Aug 19 69

NELDA HAYHURST
COUNTY CLERK

By L Shackelford Deputy

667

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.

Husband

Owner and Wife

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____ County

STATE OF ARKANSAS)

COUNTY OF PULASKI)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Lawrence F. Walters, 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 3rd day of April, 1969.

My Commission expires:

1-11-72

Martha J. Coats
NOTARY PUBLIC in and for

Little Rock, County Pulaski

STATE OF ARKANSAS)

COUNTY OF PULASKI)

BEFORE ME, the undersigned authority, on this day personally appeared Carol P. Fletcher Walters wife of Lawrence F. Walters, 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 3rd day of April, 1969.

My Commission expires:

1-11-72

Martha J. Coats
NOTARY PUBLIC in and for

Little Rock, County Pulaski

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:45 O'Clock A.M.
Book 61 Page 662
Clerk _____
Deputy _____

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. 1960.

NELDA HAYHURST

COUNTY CLERK

By K Shackleford Deputy

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, UNLESS ALL INTERESTED PARTIES SIGN THIS INSTRUMENT OR AN EXACT COUNTERPART THEREOF, IT SHALL BE BINDING UPON WAY ENTERPRISES, INC. ONLY AT ITS OPTION, WHICH OPTION SHALL EXTEND TO ITS SUCCESSORS AND ASSIGNS."

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.

By: W.A. Yeager

Its: President

Attest:

G. Goss Yeager, Secretary

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 W.A. Yeager, known to me to be the person whose name is subscribed to the foregoing instrument as President for Way Enterprises, Inc., 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 2nd day of April, 1969.

NOTARY PUBLIC in and for Midland, County Texas

STATE OF _____)

COUNTY 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, 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 _____, 1969.

NOTARY PUBLIC in and for

_____, County _____

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:46 O'Clock A.M. 664
Book 61 Page
Clerk
Deputy

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 19 69

NELDA HAYHURST
COUNTY CLERK

By K Shackleford 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.

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

Flora Weathersby

Flora Weathersby, individually and as executrix of estate of C. W. Weathersby, deceased.

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF TRAVIS)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Flora Weatherby, 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, and in the capacity therein shown.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th. day of March, 1969.

Virginia K. Hatch
NOTARY PUBLIC in and for
Travis, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:47 O'Clock A.M.
Book 61 Page 666
Clerk Nelda Pinkerton
Deputy Jan Parsons

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 1969.

NELDA HAYHURST

COUNTY CLERK

By K. Blackford 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: April 16, 1969 — Geraldine Lemon Williams

By: G G Williams

Attest:

X Linda Davis

Its:

X Mary Stone

669

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County

STATE OF Texas)

COUNTY OF Tarrant)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared T. G. Williams, 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 16 day of April 1969.

COUNTY OF TARRANT TEXAS

A. P. Martin
NOTARY PUBLIC in and for
Tarrant, County Texas

STATE OF Texas)

COUNTY OF Tarrant)

BEFORE ME, the undersigned authority, on this day personally appeared Geraldine Lucas Williams wife of T. G. Williams, 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 16 day of April 1969.

COUNTY OF TARRANT TEXAS

A. P. Martin
NOTARY PUBLIC in and for
Tarrant, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:48 O'Clock A.M. 668
Book 61, Page
Clerk Nell Stephens
Deputy

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 19 69

NELDA HAYHURST
COUNTY CLERK

By R Shackleford Deputy

670

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 1, 1969

Attest:

_____

_____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF TERRY)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Idella Jones White, 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 1st day of May, 1969.

Idella Jones White
NOTARY PUBLIC in and for
Terry, County Texas

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:49 O'Clock A.M.
Book 61, Page 670
Clerk _____
Deputy _____

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 [illegible] 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 19 89

NELDA HAYHURST
COUNTY CLERK

By L Shackelford Deputy

672

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: _____

THE FIRST NATIONAL BANK OF MIDLAND

Attest: (corporate seal)

_____ (Cashier)

By: _____ Vice-Pres.

_____
Allen K. Trobaugh

_____
Myron Anderson

_____
Melba Y. Trobaugh

_____
Mildred Anderson

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND) The foregoing instrument was acknowledged before me this 5th day of May, 1969, by WALTER K. TRODNICH and HELEN Y. TRODNICH, husband and wife.

Georgia Pace
NOTARY PUBLIC
GEORGIA PACE
My Commission Expires June 1, 1969

My Commission Expires:
6/1/69

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND) The foregoing instrument was acknowledged before me this 4th day of May, 1969, by W. W. LaForce, Jr., Asst. Vice President of THE FIRST NATIONAL BANK OF MIDLAND, a national banking association, on behalf of said corporation.

Sara Johnson
NOTARY PUBLIC

My Commission Expires:
6-1-1969

THE STATE OF TEXAS)
)
COUNTY OF MIDLAND) The foregoing instrument was acknowledged before me this 4th day of May, 1969, by MYRON ANDERSON and MILDRED ANDERSON, husband and wife.

Kathleen S. Yates
NOTARY PUBLIC

My Commission Expires:
6-1-69

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:00 O'Clock A.M.
Book 61 Page 672
Clerk Nelda Strickland
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 4th day of Aug.
19 69.

NELDA HAYHURST
COUNTY CLERK

By K Shackleford Deputy

674

RECEIVED MAY [illegible]

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 13 1969

Attest:

_____

By: _____

Its: _____

Bernard E. Alpers

BERNARD E. ALPERS

SIGN AND RETURN THIS COPY

Mae Alpers

MAE ALPERS (Wife)

THE STATE OF NEW YORK)
)
COUNTY OF BRONX) The foregoing instrument was acknowledged before me this 13th day of May, 1969, by BERNARD E. ALPERN and HAE ALPERN, husband and wife.

NOTARY PUBLIC

MURRAY BERKMAN
Notary Public, State of New York
No. 30-0861100
Qualified in Nassau County
Commission Expires March 30, 1969

My Commission Expires:

MURRAY BERKMAN NOTARY PUBLIC STATE OF NEW YORK

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:01 O'Clock A.M.
Book 61 Page 675
Clerk [illegible]
Deputy [illegible]

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 4th day of Aug 19 69

NELDA HAYHURST

COUNTY CLERK

By L Shackleford Deputy

SEAL

THE STATE OF NEW YORK)
)
COUNTY OF BRONX) The foregoing instrument was acknowledged before me this 13th day of May, 1969, by BERNARD E. ALPERN and MAE ALPERN husband and wife.

NOTARY PUBLIC

MURRAY BERKMAN
Notary Public, State of New York
No. 30-0261100
Qualified in Nassau County
Commission Expires March 30, 1969

My Commission Expires:

MURRAY BERKMAN NOTARY PUBLIC STATE OF NEW YORK

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:01 O'Clock A.M.
Book 61 Page 674
Clerk [illegible]
Deputy [illegible]

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 4th day of Aug. 19 62

NELDA HAYHURST

COUNTY CLERK

By R. Shackelford Deputy

SEAL

675

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: _____

Attest:

_____

By: _____

Its: _____

_____
CARLTON BEAL

_____
KATHLEEN H. BEAL

SIGN AND RETURN THIS COPY

THE STATE OF TEXAS)
)
COUNTY OF Midland) The foregoing instrument was acknowledged before me on this 21 day of May, 1969, by CARLTON BEAL and KEMPER H. BEAL, husband and wife.

NOTARY PUBLIC

My Commission Expires:
[illegible]

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 10:02 O'Clock A.M.
Book 121 Page 676
Clerk Nelda Stephenson
Deputy Em Riddle

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 4th day of Aug. 1969

NELDA HAYHURST
COUNTY CLERK

By L Shackleford Deputy

678

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: Mar. 15, 1969

Attest:

_____

By: _____

Its: _____

SIGN AND RETURN THIS COPY

THE STATE OF NEW YORK)
)
COUNTY OF, New York) The foregoing instrument was

acknowledged before me this 1st day of May, 1969, by

LAWRENCE A. BENENSON and CLAIRE P. BENENSON,

husband and wife.

Martin C. Fein
NOTARY PUBLIC

MARTIN C. FEIN
NOTARY PUBLIC, State of New York
No. 24-1180965
Qualified in Kings County
Cert. filed in Kings Co. and N.Y. Co.
Commission Expires March 30, 1971

My Commission Expires:
March 30, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:03 O'Clock A.M. 678
Book 161 Page
Clerk Nelda Hazelhurst
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 4th day of Aug 1969.

NELDA HAYHURST
COUNTY CLERK

By K Blackledge Deputy

684

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: _____

Attest: _____

_____

SIGN AND RETURN THIS COPY

_____

By: _____

Its: _____

X _____
STEVEN H. BLOCK

X _____
IRA C. BLOCK

THE STATE OF New York)
COUNTY OF Monroe) The foregoing instrument was

acknowledged before me this 12 day of May A. 1969, by

HARVEY H. BLACK and IDA C. BLACK

husband and wife.

J. Peter Bush
NOTARY PUBLIC

By PETER BUSH
NOTARY PUBLIC, State of N. Y., Monroe County
My Commission Expires March 30, 1970

My Commission Expires:

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 10:00 o'Clock A.M.
Book 61 Page 580
Clerk Nelda Stephenson
Deputy Rebekah

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 [illegible] 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 19 69

NELDA HAYHURST
COUNTY CLERK

By L Shackleford Deputy

682

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 1st 1969

Attest:

_____

By: _____

Its: _____

Maurice R. Forman
MAURICE R. FORMAN

SIGN AND RETURN THIS COPY

Maxine B. Forman
MAXINE B. FORMAN

THE STATE OF NEW YORK)
)
COUNTY OF MONROE) The foregoing instrument was acknowledged before me this 14th day of May, 1969, by MAURICE R. FORMAN and MAXINE B. FORMAN husband and wife.

/

NOTARY PUBLIC

EMMETT W. WILLIAMS
NOTARY PUBLIC, State of N. Y., Monroe County
My Commission Expires March 30, 19...

My Commission Expires:
/

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded This

JUN 3 1969

At 10:05 O'Clock A.M. 682
Book 161 Page
Clerk Nelda Hazlewood
Deputy M Kibbe

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 4th day of Aug. 19 69

NELDA HAYHURST
COUNTY CLERK

By L Shackelford Deputy

626

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 this 28th day of March, 1969.

Grace Edna Pfenhauer

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Wisconsin)

COUNTY OF Juneau)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jos. Ellis Corporation Lessee, 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 22 day of March, 1969.

Lawrence C. Hart
NOTARY PUBLIC in and for
Juneau, County Wisconsin
my commission expires 4-20-70

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:27 O'Clock A.M.
Book 61 Page 626
Clerk [illegible]
Deputy [illegible]

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 instrument filed in my office and that I have carefully compared the same with the original.

IN Witness my hand and seal of office this 4th day of August 19 62.

NELDA HAYHURST

COUNTY CLERK

By L Shackelford Deputy

628

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 25, 1969

Mabel B Olsson

~~Attest:~~

By: Orbie Olsson

~~Its:~~

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF OREGON)

COUNTY OF UMATILLA)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared MABEL OLSSON, 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 25 day of April, 1969.

Alex M. Byle
NOTARY PUBLIC in and for Oregon
_____, County _____
My Commission Expires 11-3-69

STATE OF OREGON)

COUNTY OF UMATILLA)

BEFORE ME, the undersigned authority, on this day personally appeared ORBIE OLSSON husband wife of MABEL B. OLSSON, 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 25 day of April, 1969.

Alex M. Byle
NOTARY PUBLIC in and for Oregon
_____, County _____
My Commission Expires 11-3-69

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:28 O'Clock A.M.
Book 61 Page 628
Clerk Doris Shepherd
Deputy [illegible]

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. 1969

NELDA HAYHURST

COUNTY CLERK

By L Shackelford 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: 4-14-69 Charles Schreiber

Attest: By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Oklahoma)

COUNTY OF Tulsa)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christian Schmidtmann, 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 14th day of April, 1969.

OPAL M. PERRY NOTARY PUBLIC IN AND FOR TULSA COUNTY, OKLAHOMA

My commission expires 5-23-70.

Opal M. Perry
NOTARY PUBLIC in and for
Tulsa County Oklahoma

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:30 O'Clock A.M. 632
Book 61 Page ---
Clerk Pearle Strickland
Deputy _____

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.
19 60

NELDA HAYHURST

COUNTY CLERK

By K Shackelford Deputy

634

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: 4/14/69 Dan Schuttemann

Attest: By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969..

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Oklahoma)

COUNTY OF Tulsa)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Don Schuntermann, 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 14th day of April, 1969.

Opal M. Perry
NOTARY PUBLIC in and for

My Commission expires 5-23-70. Tulsa, County Oklahoma

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:31 O'Clock A.M.
Book 61 Page 634
Clerk Nelda Traylor
Deputy _____

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 1944

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford Deputy

SEAL

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.

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

DATE: 11-7-69

Attest:

_____

Atlantic Richfield Company

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF Lea)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Mrs. Thompson "A Widow", 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 2nd day of April, 1969.

My Commission Expires 2-18-72

Mona M. Scott
NOTARY PUBLIC in and for
Lea, County New Mexico

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:42 O'Clock A.M. 656
Book 101 Page 27
Clerk Neal Thurmond
Deputy D. Reibold

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
1969

NELDA HAYHURST
COUNTY CLERK

By R Shackleford Deputy

635

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: 4-14-69

Two State Service Co.

Attest:

By:

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County

STATE OF Missouri)

COUNTY OF Boone)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared R. J. Nettekoven, 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 14th day of April, 1969.

My Commission Expires Feb. 20, 1972

P. Clarence Richardson
NOTARY PUBLIC in and for
Boone, County Missouri

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:43 O'Clock A.M.
Book 121 Page 658
Clerk Neda Stephenson
Deputy Mike Pace

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 [illegible] 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.
19 69

NELDA HAYHURST
COUNTY CLERK

By R. Shackleford Deputy

660

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 Nov 1969

Attest: _____

_____

Robert Lee Martin

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Washington, D.C.)

COUNTY OF _____)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rebu Van Matre, 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 12th day of May, 1969.

NOTARY PUBLIC DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES FEB. 14, 1974

Suzanne Eymon
NOTARY PUBLIC in and for
_____, County _____

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:44 O'Clock A.M.
Book 61 Page 660
Clerk Reedy Hayhurst
Deputy M Reinard

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 17th day of Aug 19 69.

SEAL

NELDA HAYHURST
COUNTY CLERK

By K Shackelford Deputy

812

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: _____

Attest:

_____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____ County, _____

STATE OF Oklahoma)

COUNTY OF Tulsa)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D.J. McNulty, a single woman, 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 3rd day of April, 1969.

My Commission Expires Nov. 14, 1972

Norma Lee Curtis
NOTARY PUBLIC in and for

Oklahoma, County of Tulsa

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:20 O'Clock A.M.
Book 61 Page 612
Clerk Nell Hutchinson
Deputy M. Pitcher

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 [illegible] 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. 1962

NELDA HAYHURST
COUNTY CLERK

By L Shackleford 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 17, 1969

Attest: _____

Laura Lee Baker

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Texas)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Charles D. Mehr, 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 12th day of May, 1969.

Maurine Lamberton
NOTARY PUBLIC in and for

Harris, County Texas

STATE OF Texas)

COUNTY OF Harris)

BEFORE ME, the undersigned authority, on this day personally appeared Laura Lee Mehr wife of Charles D. Mehr, 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 12th day of May, 1969.

Maurine Lamberton
NOTARY PUBLIC in and for

Harris, County County

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:21 O'Clock A.M. 614
Book 61 Page
Clark [illegible]
Deputy [illegible]

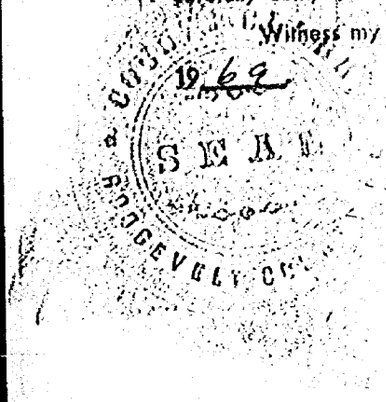
STATE OF NEW MEXICO
COUNTY OF ROOSEVELT ss

I, NELDA HAYHURST (County Clerk) do hereby certify the foregoing to be a full, true and correct copy of [illegible] 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 1969

NELDA HAYHURST
COUNTY CLERK

By L. Shackleford 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.

WITNESS my hand in Pasadena, California this 25th day of March, 1969.

Eugene D. Middleton

Eugene D. Middleton

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF California)

COUNTY OF Los Angeles)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Eugene L. Middleton, 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 25 day of March, 1969.

Ina M. Simms
NOTARY PUBLIC in and for

Pasadena, County of Los Angeles
California

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:22 O'Clock A.M.
Book 61 Page 616
Clerk Reba Hufstedler
Deputy Mary Lou Bible

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.
19 62

NELDA HAYHURST
COUNTY CLERK

By R Shackelford 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: _____ Ilona H. Miller, Owner

Attest: By: _____

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF New Mexico)

COUNTY OF Chaves)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Flora H. Miller & Husband, 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 24th day of March, 1969.

Opal Brown
NOTARY PUBLIC in and for
Chaves, County N.M.

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:23 O'Clock A.M.
Book 61 Page 618
Clerk Nell Hurst
Deputy M. Steele

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 instrument 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.

1969

NELDA HAYHURST
COUNTY CLERK

By K Shackelford Deputy

624

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 Pomparo Beach, Florida this 27th day of March, 1969.

Jean Clarke Miller

622

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 5379.18 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: _____

_____
dealing in her sole and separate property

Attest: _____

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF New Mexico)

COUNTY OF Chaves)

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of June, 1969.

My Commission Expires
Jan. 12, 1971

Lettie R. Hughes
NOTARY PUBLIC in and for

Roosevelt, County Chaves

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:25 O'Clock A.M. 622
Book 61 Page 1
Clerk Nelda Hurst
Deputy

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.

IN Witness my hand and seal of office this 4th day of Aug 19 69

NELDA HAYHURST

COUNTY CLERK

By K. Shackleford Deputy

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF Florida)

COUNTY OF Brevard)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jean Clarke Miller, a widow, 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 27th day of March, 1969.

Kathryn Rowe
NOTARY PUBLIC in and for
Brevard County Florida

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 13, 1970
BONDED THROUGH FIELD & GUARANTEE

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this
JUN 3 1969
At 9:24 O'Clock A.M.
Book 61 Page 620
Clerk Nedra Pinkerton
Deputy M Pettit

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 19 69

NELDA HAYHURST
COUNTY CLERK

By R Shackelford Deputy

SEAL
ROOSEVELT CO.

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 31, 1969 — Wm. Wardlaw Owner

Attest: Betty Crowell — By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF Oklahoma)

COUNTY OF Okfuskee)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Helen Huddleston Osborne, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me thatshe executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of April, 1969.

My Commission Expires
December 3, 1971

Lorita Driskell
NOTARY PUBLIC in and for

Okfuskee, County Oklahoma

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:29 O'Clock A.M.
Book 61 Page 630
Clerk Ruth Hammett
Deputy

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 record as the same appears of record 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. 1964

NELDA HAYHURST
COUNTY CLERK

By L. Shackelford 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: _____ Mildred Hudson

Attest: By: William Hudson

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF NEW MEXICO)

COUNTY OF EDDY)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared WILLIAM HUDSON, 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 16th day of April, 1969.

Maurine L. Biles
NOTARY PUBLIC in and for
Eddy, County N.M.
Commission Expires 6/30/69

STATE OF NEW MEXICO)

COUNTY OF EDDY)

BEFORE ME, the undersigned authority, on this day personally appeared MILDRED HUDSON wife of WILLIAM HUDSON, 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 16th day of April, 1969.

Maurine L. Biles
NOTARY PUBLIC in and for
Eddy, County N.M.
Commission Expires 6/30/69

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:10 O'Clock A.M. 592
Book 61 Page
Clerk [illegible]
Deputy [illegible]

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 [illegible] 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 HAYHURST
COUNTY CLERK

By M Rubble 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: _____ Valeria Guillermo (Notary)

Attest: By: Frank McCormick

_____ Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1965.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF _____)

COUNTY 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, 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned authority, on this day personally appeared Felecia Guilliams (Holcomb) wife of Frank Holcomb, 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 29th day of March, 1969.

Linda Jean Reynolds
NOTARY PUBLIC in and for

Oklahoma, County Oklahoma

MY COMMISSION EXPIRES: August 26, 1971

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:09 O'Clock A.M. 590
Book 61 Page
Clerk
Deputy

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 [illegible] 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 HAYHURST

COUNTY CLERK

By [illegible] Deputy

588

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: 4-9-69

Attest:

NOTARY PUBLIC

MY COMMISSION EXPIRES 6-22-72

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, a Notary Public in and for said Count, and State, on this day personally appeared C. S. Hightower, 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 28 day of March, 1969.

My commission expires October 11, 1970

Joyce A. Gilbertson
NOTARY PUBLIC in and for

Roosevelt, County New Mexico

STATE OF New Mexico)

COUNTY OF Roosevelt)

BEFORE ME, the undersigned authority, on this day personally appeared Lottie M. Hightower wife of C.S. Hightower, 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 28th day of March, 1969.

My commission expires October 11, 1970

Joyce A. Gilbertson
NOTARY PUBLIC in and for

Roosevelt, County New Mexico

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:08 O'Clock A.M. 588
Book 61 Page
Clerk Della Hardwick
Deputy

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 14th day of August 1969

NELDA HAYHURST
COUNTY CLERK

By M R Sable 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 5, 1969.

Attest: Jan Pattison

E. E. Hillman.

By: Mrs Edith Hillman

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF OKLAHOMA)

COUNTY OF LOGAN)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared E. C. Heilman, 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 5th day of May, 1969.

Karen Vanscoy
NOTARY PUBLIC in and for

Logan, County Oklahoma

My commission expires: 10-24-71

STATE OF Oklahoma)

COUNTY OF Logan)

BEFORE ME, the undersigned authority, on this day personally appeared Mrs. E. C. Heilman wife of E. C. Heilman, 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 5th day of May, 1969.

Karen Vanscoy
NOTARY PUBLIC in and for

Logan, County Oklahoma

My commission expires: 10-24-71

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:07 O'Clock A.M.
Book 61 Page 586
Clerk Reddy Stinnett
Deputy R. Silva Martinez

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By [signature] Deputy

524

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 31, 1969

Attest:

_____

MARK WILLIAM HEFFLEFINGER TRUST

By: W. C. Hefflefinger

W. C. Hefflefinger, Trustee

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. C. HEFFLEFINGER, TRUSTEE as aforesaid, 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 1st day of April, 1969.

Bette A Young (Bette A Young)
NOTARY PUBLIC in and for
Hale, County Texas

My commission expires June 1, 1969.

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:06 O'Clock A.M. 584
Book 61 Page
Clerk Nelda Hazlewood
Deputy T Shackelford

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 [illegible] 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 HAYHURST
COUNTY CLERK

By M L Lubbles Deputy

582

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 31 1969

MARGARET LYNN HEFFLEFINGER TRUST

Attest:

By: W. C. Hefflefinger
W. C. Hefflefinger, Trustee

XXX:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. C. Hefflefinger as Trustee as aforesaid, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 1969.

Bette A Young (Bette A. Young)
NOTARY PUBLIC in and for

My commission expires: June 1, 1969. Hale, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:05 O'Clock A.M.
Book 61 Page 582
Clerk Nelda Tippett
Deputy Yolanda Ford

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 August 19 69.

NELDA HAYHURST
COUNTY CLERK

By M Lubbe 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: March 31, 1969

LISA ANN HEFFLEFINGER TRUST

Attest:

By: W. C. Hefflefinger
W. C. Hefflefinger, Trustee

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. C. HEFFLEFINGER, TRUSTEE, as aforesaid, 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 1st day of April, 1969.

Bette A Young (Bette A. Young)
NOTARY PUBLIC in and for
Hale, County Texas

My commission expires: June 1, 1969.

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 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
_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:04 O'Clock A M 580
Book 121 Page
Clerk Velda Waylant
Deputy J. Strickland

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 August '69.

NELDA HAYHURST
COUNTY CLERK

By M Ribble 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 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 31, 1969

Attest:

_____

E. C. Hoffpauer

By: Margaret A. Hoffpauer

Its:

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for
_____, County _____

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. C. HEFFLEFINGER, 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 1st day of April, 1969.

Bette A Young (Bette A. Young)
NOTARY PUBLIC in and for

My commission expires: June 1, 1969. Hale, County Texas

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET A. HEFFLEFINGER wife of W. C. HEFFLEFINGER, 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 1st day of April, 1969.

Bette A Young (Bette A. Young)
NOTARY PUBLIC in and for

My commission expires: June 1, 1969. Hale, County Texas

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:03 O'Clock A.M.
Book 61 Page 578
Clerk Nedra Stapleton
Deputy [illegible]

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 [illegible] on file in my office and that I have carefully compared the same with the original.

Witness my hand and seal of office this 14th day of August 19 69

NELDA HAYHURST
COUNTY CLERK

By M Rubble 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: March 31, 1969

W. C. Hefflefinger

Attest:

W. C. Hefflefinger, Individually, and as
XXX Executor and Trustee U/W of I. MAE
HEFFLEFINGER, Deceased, and as Trustee
XXXX U/W of D. Hefflefinger, Deceased

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

STATE OF TEXAS)

COUNTY OF HALE)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared W. C. Hefflefinger, individually, and as Executor and Trustee as aforesaid, 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, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of April, 1969.

Bette A Young (Bem A Young)
NOTARY PUBLIC in and for

Hale, County Texas

My commission expires: June 1, 1969

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:02 O'Clock A.M. 576
Book 61 Page
Clerk Linda Hayhurst
Deputy Rose Blackford

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 August 19 69

NELDA HAYHURST
COUNTY CLERK

By M Lubbe Deputy

576

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: 4-11-69

Attest:

_____

Virginia Burns Hamilton
Attorney-in-Fact

By: _____

Its: _____

STATE OF _____)

COUNTY 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 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 _____, 1969.

_____
NOTARY PUBLIC in and for

_____, County _____

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 Georgia Goss Harston, a widow, 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 31 day of March, 1969.

Lily Ruth
NOTARY PUBLIC in and for

Midland, County Texas

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 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

_____, County _____

STATE OF NEW MEXICO
COUNTY OF ROOSEVELT
Recorded this

JUN 3 1969

At 9:01 O'Clock A.M. 574
Book 61 Page
Clerk Nelda Hayhurst
Deputy R Rachel Ford

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 instrument 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 HAYHURST
COUNTY CLERK

By M Cobble Deputy

Allied Chemical

Union Texas Petroleum Division
1300 Wilco 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 1980
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 packer. Inhibited fluid will be put in the annulus above the packer.

RECEIVED
DEC 2 1976
CONSERVATION COMM.
HOBBS, N. M.

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:_____

By:_____
Stanley A. Post,
Gas Measurement Analyst

APPROVED IN COUNTERPART:

_____
Oil & Gas Supervisor
United States Geological Survey

Date_____

_____
New Mexico
Oil Conservation Commission *

Date August 5, 1976

* 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.

RECEIVED
AUG 2 1976
OIL CONSERVATION COMM.
HOBBS, N. M.

OIL

OIL CONSERVATION COMMISSION
Hobbs DISTRICT

OIL CONSERVATION COMMISSION
BOX 2088
SANTA FE, NEW MEXICO

DATE 8/3/76

RE: Proposed MC _____
Proposed DHC _____
Proposed NSL _____
Proposed SWD _____
Proposed WFX X
Proposed PMX _____

Gentlemen:

I have examined the application dated _____

for the Union Texas Pet. Corp. Milnesand Unit #31-L 18-8-35, #33-J 18-8-35, #35-N 18-8-35, #182-D 18-8-35, #192-J 13-8-34
Operator Lease and Well No. Unit, S-T-R

and my recommendations are as follows:

O.K.---J.S.

Yours very truly,

Jerry Sexton

DOCKET MAILED
5-9-69

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