

NORTH ALAMITO UNIT

Ratification and Joinder to  
Unit Agreement  
And  
Unit Operating Agreement

(Non-Operator Working Interest Owners)  
November 22, 2016

Joinders are attached for the following (5 originals)

Moon Royalty, LLC  
ConocoPhillips Company  
Riva Oil & Gas, LLC





**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

In consideration of the execution of the Unit Agreement for the development and operation of the **North Alamito Unit**, Sandoval and San Juan Counties, New Mexico, dated effective **December 1, 2012** in form approved on behalf of the Secretary of the Interior, the undersigned (whether one or more) hereby expressly joins said Unit Agreement and ratifies, approves, adopts and confirms said Unit Agreement as fully as though the undersigned had executed this original Agreement.

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This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 17<sup>th</sup> day of November, 2016, Moon Royalty L.L.C.

Name: \_\_\_\_\_  
(Please print Company, Trust or Individual name)  
C.S. Collier, Manager

Tax # 73-1482254  
By: \_\_\_\_\_ Phone: 405-236-2700

Tract(s): All

Fax: 405-236-2710  
Address: \_\_\_\_\_ E-mail: ccollier@moonroyalty.biz

**MOON ROYALTY L.L.C.**  
P.O. BOX 72 00 70  
OKLAHOMA CITY, OK 73172-0070

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Oklahoma )  
) ss.  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledgment before me by C.S. Collier  
this 17<sup>th</sup> day of November, 2016.

WITNESS my hand and official seal.

My commission expires:  
07/07/2018

[Signature]



**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

## NORTH ALAMITO UNIT

### Ratification and Joinder to Unit Agreement And Unit Operating Agreement

(Non-Operator Working Interest Owners)  
October 24, 2016

#### Joinders are attached for the following (5 originals)

- ↓ Dugan Production Corp.
- ↓ WPX Energy Production, LLC
- ↓ Hanson-McBride Petroleum Co., LLC
- ↓ JMJ Land & Minerals Company
- ↓ iMinerals, LLC
- ↓ Cat Springs Properties, LLC

#### Joinders forthcoming to be submitted (pending)

The Prospective Investment & Trading Co., Ltd.\*  
Andrea Singer Pollack 1975 Trust  
Andrea Singer Pollack Revocable Trust\*  
Queenstown Oil & Gas, Inc.\*  
White Tiger Limited Partnership\*  
Stanley H. Singer Revocable Trust  
ConocoPhillips Co.  
Gary-Williams Co.  
Riva Oil & Gas, Inc.

#### Joinders not received from Record Title (uncertain)

Moon Royalty, LLC  
Las Colinas Minerals LP  
Maclondon Energy LP  
MHT Properties Ltd.

\*Scanned copies attached

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This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 26 day of SEP, 2016.

Name: BRIAN C REID KATHERINE A REID  
(Please print Company, Trust or Individual name)

By: [Signature] Katherine A. Reid

Tract(s): All

Address: 2502 CAMARIE  
MIDLAND TX 79705

**INDIVIDUAL ACKNOWLEDGMENT**

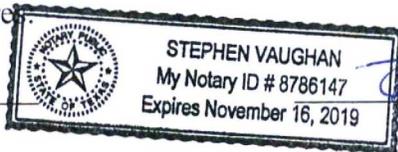
STATE OF TEXAS )  
) ss.  
COUNTY OF MIDLAND )

The foregoing instrument was acknowledgment before me by BRIAN REID  
KATHERINE REID this 26 day of SEP, 2016

WITNESS my hand and official seal.

My commission expires

11-16-19



[Signature]  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public



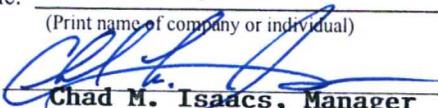
RATIFICATION AND JOINDER OF UNIT AGREEMENT  
AND  
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **North Alamito Unit Area**, County of San Juan and Sandoval, State of New Mexico, dated **December 1, 2012**, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 20th day of October, 2016.

Name: iMinerals, LLC  
(Print name of company or individual)  
By:   
Chad M. Isaacs, Manager  
Address 5 Inverness Drive E  
Englewood, CO 80112

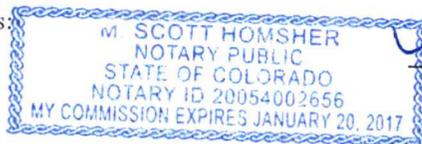
CORPORATE ACKNOWLEDGEMENT

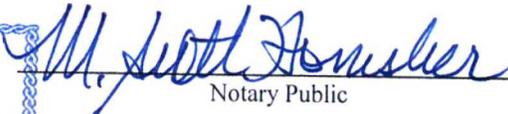
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me by Chad M. Isaacs, as Manager of iMinerals, LLC, this 20th day of October, 2016.

WITNESS my hand and official seal.

My Commission Expires:



  
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT**  
**AND**  
**UNIT OPERATING AGREEMENT**

In consideration of the execution of the Unit Agreement for the Development and Operation of the **North Alamito Unit**, Counties of San Juan and Sandoval, State of New Mexico, dated **December 1, 2012**, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 28 day of July, 2016.

Name: JMJ LAND AND MINERALS COMPANY  
(Print Name of Company, Trust or Individual)  
By: James R. Strickler  
PRESIDENT  
Address 2204 N. SANDRAGO AVE  
FARMINGTON, NM  
87401

**CORPORATE ACKNOWLEDGEMENT**

STATE OF New Mexico  
COUNTY OF San Juan ss.

The foregoing instrument was acknowledged before me by James R Strickler, as President of JMJ Land and Minerals Company this 28 day of July, 2016  
WITNESS my hand and official seal.

My Commission Expires: 08-15-2017

[Signature]  
Notary Public

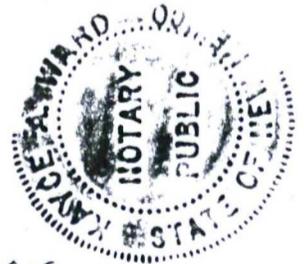
**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF New Mexico  
COUNTY OF San Juan ss.

The foregoing instrument was acknowledged before me by James R Strickler this 28 day of July, 2016.  
WITNESS my hand and official seal.

My Commission Expires: 08-15-2017

[Signature]  
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT  
AND  
UNIT OPERATING AGREEMENT

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 9th day of September, 2016.

Name: Dugan Production Corp.  
(Print name of company or individual)  
By: *Kurt Fagrelis*  
Address PO Box 420  
Farmington, NM 87499

CORPORATE ACKNOWLEDGEMENT

STATE OF New Mexico )  
 ) ss.  
COUNTY OF San Juan )

The foregoing instrument was acknowledged before me by Kurt Fagrelis, as Vice President of Dugan Production Corp., this 9th day of September, 2016.

WITNESS my hand and official seal.

My Commission Expires:



*Connie L. Raczek*  
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires:

\_\_\_\_\_  
Notary Public



NORTH ALAMITO UNIT

Ratification and Joinder to  
Unit Agreement

(Overriding Royalty Interest Owners)  
November 2, 2016

Joinders are attached for the following (5 originals)  
Coleman Oil & Gas Inc.



NORTH ALAMITO UNIT

Ratification and Joinder to  
Unit Agreement  
And  
Unit Operating Agreement

(Non-Operator Working Interest Owners)  
November 2, 2016

Joinders are attached for the following (5 originals)

Tract 4 NMNM 008899

The Prospective Investment & Trading Co., Ltd.  
Andrea Singer Pollack 1975 Trust  
Andrea Singer Pollack Revocable Trust  
Queenstown Oil & Gas, Inc.  
White Tiger Limited Partnership  
Stanley H. Singer Revocable Trust

Tract 10 (NMNM 036943)

Gary Production Company (fka Gary Williams Production)

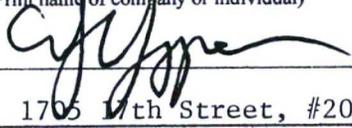
RATIFICATION AND JOINDER OF UNIT AGREEMENT  
AND  
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the **North Alamito Unit Area**, County of San Juan and Sandoval, State of New Mexico, dated **December 1, 2012**, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement, and also said Unit Operating Agreement as fully as though the undersigned had executed the original instrument.

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This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 26<sup>TH</sup> day of OCT., 2016.

Name: Gary Production Company, f/k/a  
Gary-Williams Production Company  
(Print name of company or individual)  
By:  President  
Address 1705 17th Street, #200  
Denver, CO 80202

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)  
) ss.  
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me by D. J. Younggren, as President of Gary Production Company, f/k/a, this 26<sup>TH</sup> day of OCT., 2016.  
Gary-Williams Production Company

WITNESS my hand and official seal.

My Commission Expires: 10-13-19

  
Notary Public

INDIVIDUAL ACKNOWLEDGEMENT

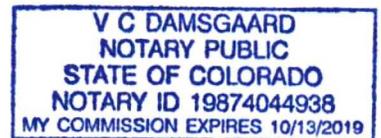
STATE OF \_\_\_\_\_)  
) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS my hand and official seal.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





RATIFICATION AND JOINDER OF UNIT AGREEMENT  
AND  
UNIT OPERATING AGREEMENT

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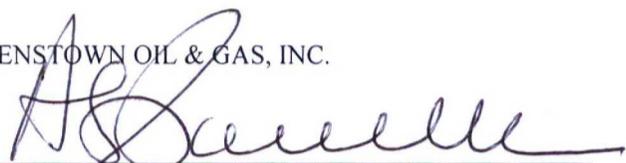
This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any lands within the Unit Area in which the undersigned may be found to have an oil or gas interest.

This Ratification and Joinder shall be binding upon the undersigned, its heirs, devisees, assignees or successors in interest.

EXECUTED this 25th day of October, 2016.

QUEENSTOWN OIL & GAS, INC.

By: \_\_\_\_\_

  
A. S. Pollack, President  
P O Box 22854  
Denver, CO 80222

CORPORATE ACKNOWLEDGEMENT

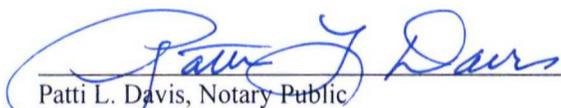
STATE OF COLORADO        )  
  ) ss.  
COUNTY OF DENVER        )

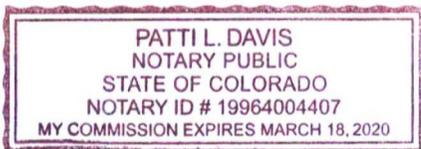
The foregoing instrument was acknowledged before me by A. S. Pollack, as President of Queenstown Oil & Gas, Inc., an Oklahoma corporation, this 25<sup>th</sup> day of October, 2016.

WITNESS my hand and official seal.

My Commission Expires:

March 18, 2020

  
Patti L. Davis, Notary Public  
State of Colorado 19964004407











# NORTH ALAMITO UNIT

## Ratification and Joinder to Unit Agreement (Royalty Interest Owners) October 24, 2016

The following Royalty Interests were joined by virtue of "Pooling and Unitization" clauses contained in base leases:

### James P. Coan Lease

13. Lessee, at its option, is given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land and as to any one or more of the formations, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease, or leases in the immediate vicinity such pooling shall be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to the other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record in the county where the lands are located a declaration of unitization or reformation, which declaration shall describe the unit. Any unit may include land on which a well has been completed or on which operations for drilling have been or will be commenced. Production, drilling, or reworking operations or a well shut-in for want of market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, or reworking operations or a well shut-in for want of a market under this Lease. In lieu of the royalties specified, including shut-in gas royalties, Lessor shall receive on production from the pooled unit royalties only on the portion of production allocated to this Lease: the allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in the unit.

### Henry A. Miller Lease

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, reworking or dewatering operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking or dewatering operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease: such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental authority executing the same upon request of Lessee.

The following Royalty Interests were joined by virtue of  
Ratification and Joinder:

Merewether Oil, Gas and Mineral Trust Lease

Hazel I. Stearns Family

JMJ Land and Minerals Company Ratification



**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

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This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 4<sup>th</sup> day of October, 2016.

Name: R-J MILLER PARTNERSHIP  
(Please print Company, Trust or Individual name)

By: Robert Dan Miller GENERAL PARTNER

Tract(s): All

Address: 2702 CRESTLINE  
BIG SPRING TX 79720

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Texas )  
) ss.  
COUNTY OF Howard )

The foregoing instrument was acknowledgment before me by Robert Dan Miller  
this 4<sup>th</sup> day of October, 2016.

WITNESS my hand and official seal.

My commission expires:

05-24-2017  Debbie K. Jennings  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_  
Notary Public

**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

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This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 6<sup>th</sup> day of October, 2016.

Name: Marvin Gross  
(Please print Company, Trust or Individual name)

By: Marvin Gross

Tract(s): All

Address: P. O. Box 358  
Roswell, NM 88203

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF New Mexico )  
 ) ss.  
COUNTY OF Chaves )

The foregoing instrument was acknowledgment before me by Marvin Gross  
this 6<sup>th</sup> day of October, 2016.

WITNESS my hand and official seal.

My commission expires:

4/19/18

Sharon Howell  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public



**RATIFICATION AND JOINDER OF UNIT AGREEMENT**

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This Ratification and Joinder shall be binding upon the undersigned, his, her, or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 23 day of September, 2016.

Name: Henry A Alariz  
(Please print Company, Trust or Individual name)

By: Henry A Alariz

Address: PO Box 13053  
Albuq NM 87192

Tract(s): All

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF New Mexico )  
 ) ss.  
COUNTY OF Bernalillo )

The foregoing instrument was acknowledged before me by Henry A. Alariz  
this 23<sup>rd</sup> day of September, 2016.

WITNESS my hand and official seal.

My commission expires:

June 25, 2018

Alicia C. Lucillo  
Notary Public

**CORPORATE & TRUSTEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_  
as \_\_\_\_\_ of \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

WITNESS my hand and official seal.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

NORTH ALAMITO UNIT

Ratification and Joinder to  
Unit Agreement

(Overriding Royalty Interest Owners)  
October 24, 2016

Joinders are attached for the following (5 originals)

Marvin Gross  
R. J. Miller Partnership  
Estate of George Fram  
Featherstone Development Corporation  
JMJ Ventures, LLC  
Brian C. & Katherine Reid  
Henry A. Alaniz  
Coleman Oil & Gas Inc. (joinder forthcoming)

Joinders not received (may subsequently submit)

Black Stone Minerals Company, LP  
ConocoPhillips Co.  
Jack Harris  
Kochergen Enterprises Family, LP  
Lyle L. Payne, Jr.  
Marvin Gross  
Michael Lyle Payne  
R. L. Kiggins  
The Snow Family Trust 1991

The following interest owners declined to join

Abo Petroleum Corporation  
Myco Industries, Inc.



**FIFTH JUDICIAL DISTRICT COURT  
COUNTY OF CHAVES  
STATE OF NEW MEXICO**

**IN THE MATTER OF THE ESTATE**

**OF**

**NO. PB-08-24**

**GEORGE FRAM, Deceased.**

**LETTERS TESTAMENTARY**

This Estate having been reopened by the Court, Nancy Fram is hereby appointed to serve as  
Personal Representative of the Estate without bond.

DATED this 5th day of October, 2016.



COURT ADMINISTRATOR

By: Janet Bloomer  
Deputy



# NORTH ALAMITO UNIT

## Ratification and Joinder to Unit Agreement (Royalty Interest Owners) October 24, 2016

The following Royalty Interests were joined by virtue of "Pooling and Unitization" clauses contained in base leases:

### James P. Coan Lease

13. Lessee, at its option, is given the and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land and as to any one or more of the formation, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease, or leases in the immediate vicinity such pooling shall be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to the other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record in the county where the lands are located a declaration of unitization or reformation, which declaration shall describe the unit. Any unit may include land on which a well has been completed or on which operations for drilling have been or will be commenced. Production, drilling, or reworking operations or a well shut-in for want of market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, or reworking operations or a well shut-in for want of a market under this Lease. In lieu of the royalties specified, including shut-in gas royalties, Lessor shall receive on production from the pooled unit royalties only on the portion of production allocated to this Lease; the allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in the unit.

### Henry A. Miller Lease

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the Premises and as to any one or more of the formations thereunder, to pool or unitize the leasehold estate and the mineral estate covered by this Lease with other land, lease or leases in the immediate vicinity for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaration shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, drilling, reworking or dewatering operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this Lease shall be treated as if it were production, drilling, reworking or dewatering operations or a well shut in for want of a market under this Lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive royalties on production from such unit only on the portion of such production allocated to this Lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this Lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool, or combine all or any part of the Premises as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit plan of development or operation approved by any governmental authority and, from time to time, with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of this Lease shall be deemed modified to conform to the terms, conditions, and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this Lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this Lease shall not terminate or expire during the life of such plan or agreement. In the event that the Premises or any part thereof, shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purpose of computing the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to any other tract of land; and royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental authority executing the same upon request of Lessee.

The following Royalty Interests were joined by virtue of  
Ratification and Joinder:

Merewether Oil, Gas and Mineral Trust Lease

Hazel I. Stearns Family

JMJ Land and Minerals Company Ratification