

SOUTHERN UNION PRODUCTION COMPANY  
BURT BUILDING  
DALLAS, TEXAS

July 8, 1949



Mr. R. R. Spurrier,  
State Geologist  
New Mexico Oil Conservation Commission  
Santa Fe, New Mexico

Dear Mr. Spurrier:

As provided by the Hope Unit Agreement affecting lands in Eddy County, New Mexico, we are glad to enclose one fully executed and acknowledged counterpart of the ratification by certain owners of mineral interests in the area committing their interests to the Unit Agreement. These are all the subsequent ratifications received to date.

Yours very truly,

A handwritten signature in cursive script, appearing to read "R. M. Martin, Jr.".

Robert M. Martin, Jr.  
Legal Department

RMM:FG  
Encl.

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 20th day of May, 1947, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

*William Mueller*

~~William Mueller~~

Address: 13<sup>th</sup> Harding Avenue

Clifton, New Jersey

Joined by his wife,

*Anna Mueller*

ANNA Mueller

Address: 13<sup>th</sup> Harding Avenue

Clifton, New Jersey

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF NEW JERSEY )  
COUNTY OF PASSAIC ) SS:

On this 20th day of MAY, 1948, before me personally appeared William Mueller and Anna Mueller, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

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

Grace A. Bowen  
Notary Public of N.J.

My Commission Expires: Jan. 20th, 1952

\_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

SEP 15 1948

RATIFICATION AND ADOPTION  
OF

HOUR \_\_\_\_\_ UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (HIDEY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Hidey County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, the undersigned, B. M. Koshans, is the successful applicant for a United States oil and gas lease, Las Cruces 087508, covering the E $\frac{1}{2}$ , Section 27, E $\frac{1}{2}$ , Section 34, Township 18 South, Range 23 East, N.M.P.M., Hidey County, New Mexico, containing 640 acres, more or less, and each of the undersigned desires with respect to such lease to subscribe, ratify and adopt the Unit Agreement and the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and the related Unit Accounting Agreement with respect to said lease and lease application, Las Cruces 087508, with the intention that each of the undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if the undersigned had executed and delivered an original copy thereof concurrently with the other parties thereto and with the same effect as if said leasehold interest of undersigned had been from the beginning described in Exhibit B to the Unit Agreement.

IN WITNESS WHEREOF, this instrument is executed on this 14<sup>th</sup> day of Oct, 1948, so as to be binding upon and inure to the benefit of each of the undersigned and the respective heirs, successors, personal representatives and assigns of each.

B. M. Koshans  
B. M. Koshans

Address Box 522  
ROSWEIL, N.M.

Angie V. Koshans  
Koshans, his wife

Address \_\_\_\_\_

Note: If the lessee is not married, he or she should be so designated, thus "a widow" or "a single man."

ILLEGIBLE

STATE OF New Mexico  
COUNTY OF Chaves

On this 14<sup>th</sup> day of October, 1948, before me personally appeared S. N. Lockman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Alden Basset  
Notary Public

My Commission expires:

June 11, 1950

STATE OF New Mexico  
COUNTY OF Chaves

On this 14<sup>th</sup> day of October, 1948, before me personally appeared Margie J. Lockman, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Alden Basset  
Notary Public

My Commission expires:

June 11, 1950

**ILLEGIBLE**

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 4 day of October, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Charles Bailey  
Charles Bailey  
Address: Box 385

Fort Dodge, Iowa  
joined by his wife,

Bailey  
Address: Box 385

Fort Dodge, Iowa

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF IOWA )  
COUNTY OF WEBSTER )

On this 4th day of October, 1948, before me personally appeared Charles Dalley, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

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

My Commission Expires:

July 4, 1951.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 1948, before me personally appeared Dalley, his wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as her free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

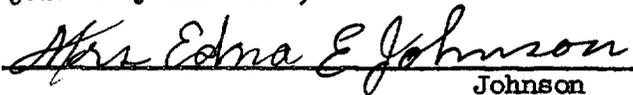
WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 1st day of June, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

  
\_\_\_\_\_  
C. M. Johnson  
Address: 620 North Tyler Street  
Dallas, Texas

joined by his wife,

  
\_\_\_\_\_  
Mrs. Edna E. Johnson  
Address: 620 North Tyler Street  
Dallas, Texas

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF TEXAS )  
COUNTY OF DALLAS )

On this 1st day of June, 1948, before me personally appeared C M Johnson and Edna E Johnson, his wife, to me known to be the person<sup>s</sup> described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Bruce C. Coltharp  
Notary Public

My Commission Expires:  
BRUCE C. COLTHARP  
Notary Public, Dallas County, Texas  
My Commission Expires June 1, 1949

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

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

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 28 day of April, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Wm. S. McWhorter  
Wm. S. McWhorter  
Address: 206 West Church Street  
Carlsbad, New Mexico

joined by his wife,

Edith D. McWhorter  
Edith D. McWhorter  
Address: 206 West Church Street  
Carlsbad, New Mexico

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF New Mex )  
COUNTY OF Eddy )

On this 28 day of April, 1948, before me personally appeared Wm. S. McPhorter, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Myrtle V. Schreiner  
Notary Public

My Commission Expires:  
5-12-51

STATE OF New Mex )  
COUNTY OF Eddy )

On this 28 day of April, 1948, before me personally appeared Edith W. McPhorter, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Myrtle V. Schreiner  
Notary Public

My Commission Expires:  
5-12-51

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 27 day of April, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Roy C. Barton  
Roy C. Barton  
Address: 401 E. Broadway  
Hobbs, New Mexico

joined by his wife,

Opal Barton  
Opal Barton  
Address: 401 E. Broadway  
Hobbs, New Mexico

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF New Mexico )  
COUNTY OF Lea )

On this 27th day of April, 1948 before me personally appeared Roy G. Barton and his wife Opal Barton, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that the executed the same as their free act and deed.

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

Christie R. Bell  
Notary Public  
Lea County, New Mexico

My Commission Expires:  
September 17, 1949

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

On this \_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

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

SUPPLEMENTAL AGREEMENT

to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 29 AM '50  
SANTA FE, N. M.

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: Aug 1, 1949

George P. Gibson  
ADDRESS: 2123 North Shavano Avenue  
Farmington 2, California

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

California  
STATE OF ~~NEW MEXICO~~  
COUNTY OF Los Angeles SS

On this 1st day of Aug., 1949, before me personally appeared  
George P. Gilbert, a single man, to me known to

be the person (s) described in and who executed the foregoing instrument, and acknow-  
ledged that he executed the same as his free  
act and deed.

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

[Signature]  
Notary Public in and for  
County, ~~New Mexico~~  
NOTARY PUBLIC  
IN AND FOR COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

My Commission Expires June 27 1950

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being  
by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_  
Company and that the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed in behalf of said cor-  
poration by authority of its Board of Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA STATE LAND OFFICE  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 29 AM '50  
SANTA FE, N. M.

*Barton*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Reynold Barton*  
ADDRESS: 401 E. Broadway  
Santa Fe, New Mexico

DATE: \_\_\_\_\_

Joined by his wife,  
*Reynold Barton*  
ADDRESS: 401 E. Broadway  
Santa Fe, New Mexico

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF Lea | SS

On this 29th day of July, 1949, before me personally appeared Ray G. Burton and his wife, Opal Burton, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Elliott Johnson  
Notary Public in and for  
Lea County, New Mexico

My Commission Expires June 10, 1953

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

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 28 AM '50  
SANTA FE, N. M.

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

*Crouch*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Harry W. Crouch*  
Harry W. Crouch  
ADDRESS: 1010 1/2 First Avenue, South  
Fort Dodge, Iowa

DATE: \_\_\_\_\_

Jointly by his wife,  
*Clarence Crouch*  
Clarence Crouch  
ADDRESS: Klemmer Crouch  
1010 1/2 First Avenue, South  
Fort Dodge, Iowa

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

IOWA  
STATE OF ~~NEW MEXICO~~ SS  
COUNTY OF Webster

On this 2nd day of August, 1949, before me personally appeared Berry W. Crouch and his wife, Eleanor Crouch, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

John B. Kuschner  
Notary Public in and for  
Webster County, ~~NEW MEXICO~~  
Iowa

My Commission Expires July 4, 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

JAN 16 9 28 AM '50

SANTA FE, N. M.

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: AUG 9 - 1949

Sam Johnson  
S. H. Johnson  
ADDRESS: 626 North Tyler Street  
Dallas, Texas

DATE: AUG 9 - 1949

Edna E. Johnson  
Edna E. Johnson  
ADDRESS: 626 North Tyler Street  
Dallas, Texas

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF <sup>Texas</sup> ~~NEW MEXICO~~ |  
COUNTY OF Dallas | SS

On this 9 day of August, 1949, before me personally appeared  
C. H. Johnson and his wife, Mrs. E. Johnson, to me known to  
be the person (s) described in and who executed the foregoing instrument, and acknow-  
ledged that they executed the same as their free  
act and deed.

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

Bruce C. Coltharp  
Notary Public in and for  
BRUCE C. COLTHARP County, New Mexico  
Notary Public, Dallas County, Texas  
My Commission Expires June 1, 1951

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

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being  
by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_  
Company and that the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed in behalf of said cor-  
poration by authority of its Board of Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

RECEIVED  
STATE LAND OFFICE

I-Sec. No. 556

JAN 16 9 28 AM '50

SANTA FE, N. M.

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: 8-5-49

*R. H. Keckane*  
R. H. Keckane

ADDRESS: Box 902  
Baswell, New Mexico

Joined by his wife,

DATE: 8-5-49

*Margie J. Keckane*  
Margie J. Keckane

ADDRESS: Box 902  
Baswell, New Mexico

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF Chavez | SS

On this 5 day of August, 1949, before me personally appeared E. H. Fishburne and his wife, Margie E. Fishburne, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Edna Mae Bear  
Notary Public in and for  
Chavez County, New Mexico

My Commission Expires 5-21-53

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 28 AM '50  
SANTA FE, N. M.

*West*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: August 5, 1949

Alice E. West  
Alice E. West, a single person  
ADDRESS: 2217 - 17th Street  
San Francisco, California

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

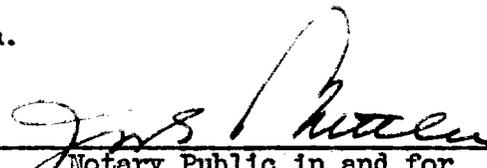
(See reverse side for acknowledgments)

ACKNOWLEDGMENT

CALIFORNIA  
STATE OF ~~NEW MEXICO~~ |  
COUNTY OF SACRAMENTO | SS

On this 5th day of August, 1949, before me personally appeared  
Alice E. West, a single person, to me known to  
be the person (s) described in and who executed the foregoing instrument, and acknow-  
ledged that she executed the same as her free  
act and deed.

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

  
Notary Public in and for  
Sacramento County, ~~NEW MEXICO~~  
California

My Commission Expires August 24, 1950.

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being  
by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_  
Company and that the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed in behalf of said cor-  
poration by authority of its Board of Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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



ACKNOWLEDGMENT

Michigan  
STATE OF ~~NEW MEXICO~~ |  
  | SS  
COUNTY OF Chippewa |

On this 8th day of August, 1949, before me personally appeared  
Edward O'Hall and his wife, Roscoe O'Hall, to me known to  
be the person (s) described in and who executed the foregoing instrument, and acknow-  
ledged that they executed the same as their free  
act and deed.

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

*Clifford J. Messenger*  
Notary Public in and for  
Chippewa County, ~~NEW MEXICO~~  
Michigan

My Commission Expires March 9, 1952

CLIFFORD J. MESSENGER  
Notary Public in and for Chippewa County, Mich.  
My Commission Expires March 9, 1952

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
  | SS  
COUNTY OF \_\_\_\_\_ |

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being  
by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_  
Company and that the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed in behalf of said cor-  
poration by authority of its Board of Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

JAN 16 9 28 AM '50

SANTA FE, N. M.

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: AUG 1 1949

W. E. ...  
ADDRESS: Albuquerque, New Mexico  
Joint by his wife,

DATE: AUG 1 1949

M. V. ...  
ADDRESS: Albuquerque, New Mexico

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF Bernalillo | SS

On this 1st day of August, 1949, before me personally appeared Benjamin B. Baskin and his wife Margaret W. Baskin, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Liam M. Wilborn  
Notary Public in and for  
Bernalillo County, New Mexico

My Commission Expires June 22, 1953

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE

JAN 16 9 28 AM '50

*Acton*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, ~~SANTA FE~~ between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: AUG 13 1949

*William C. Acton*  
William C. Acton

ADDRESS: 106 Calhoun Street  
Marysville, Kansas

DATE: AUG 13 1949

Joined by his wife,  
*Julia M. Acton*  
Julia M. Acton

ADDRESS: 106 Calhoun Street  
Marysville, Kansas

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF Marshall | SS

On this 13 day of August, 1949, before me personally appeared William C. Astor and his wife, Julia M. Astor, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

John Mollinger  
Notary Public in and for  
Marshall County, ~~New Mexico~~ Kansas

My Commission Expires April 15 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

RECEIVED  
STATE LAND OFFICE

JAN 16 9 28 AM '50

I-Sec. No. 556

SANTA FE, N. M.

*Ogden*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: August 11th 1949

Len R. Ogden  
Len R. Ogden  
ADDRESS: 309 South First Street  
Council Bluffs, Iowa

DATE: August 11th 1949

Joined by his wife,  
Jennie Ogden  
Jennie Ogden  
ADDRESS: 309 South First Street  
Council Bluffs, Iowa

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF <sup>Santa</sup> ~~NEW MEXICO~~ |  
COUNTY OF Polk | SS

On this 11 day of August, 1949, before me personally appeared Sam E. Ogden and his wife, Jennie Ogden, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Caroline S. Tindley  
Notary Public in and for  
Polk County, New Mexico  
Santa

My Commission Expires July 4, 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT ~~AS~~ STATE LAND OFFICE  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
JAN 16 9 28 AM '50  
SANTA FE, N. M.

*Brown*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: August 18<sup>th</sup> 1949

Harold S. Brown  
Harold S. Brown, a single person  
ADDRESS: 1345 West 30th Street  
Los Angeles, California

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF California  
~~NEW MEXICO~~ SS  
COUNTY OF Los Angeles

On this 18<sup>th</sup> day of August, 1949, before me personally appeared  
Harold S. Brown, a single person

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

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

[Signature]  
Notary Public in and for  
Los Angeles County, ~~New Mexico~~  
California

My Commission Expires Oct. 17, 1950

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

*Dailey*

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT  
EDDY COUNTY, STATE OF NEW MEXICO

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 28 AM '50  
SANTA FE, N. M.

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Charles Dailey*  
ADDRESS: *Charles Dailey, a single man,  
Box 35-325  
Fort Dodge, Iowa*

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF Iowa ~~NEW MEXICO~~ | SS  
COUNTY OF Wadeville

On this 29 day of August, 1949, before me personally appeared Charles Kelley, a single man, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

W. P. Riser  
Notary Public in and for  
Wadeville County, ~~New Mexico~~ Iowa

My Commission Expires July 4, 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO | SS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT

to

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 28 AM '50  
SANTA FE, N. M.

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Quinn L. Elliott*  
Quinn L. Elliott

ADDRESS: Santa Maria, California  
Joint by her husband

DATE: \_\_\_\_\_

*Quinn L. Elliott*  
Quinn L. Elliott

ADDRESS: Santa Maria, California

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF California  
~~NEW MEXICO~~ SS  
COUNTY OF Santa Barbara

On this 22nd day of August, 1949, before me personally appeared  
Annie L. Elliott and her husband, Elmer E. Elliott, to me known to  
be the person (s) described in and who executed the foregoing instrument, and acknow-  
ledged that they executed the same as their free  
act and deed.

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

R. Stevens  
Notary Public in and for  
County, New Mexico

My Commission Expires My Commission Expires October 21, 1950

NOTARY PUBLIC  
of the County of Santa Barbara, State of California

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who, being  
by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_  
Company and that the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed in behalf of said cor-  
poration by authority of its Board of Directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of  
\_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT

to

UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

JAN 16 9 27 AM '50

I-Sec. No. 556

SANTA FE, N. M.

*Hollington*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: Aug 8, 1949

*George R. Hollington*  
George R. Hollington  
ADDRESS: 1247 Vista Street  
Santa Monica, California

DATE: Aug 8, 1949

*Mason E. Hollington*  
Mason E. Hollington  
ADDRESS: 1247 Vista Street  
Santa Monica, California

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ <sup>California</sup>  
COUNTY OF Los Angeles SS

On this 22<sup>nd</sup> day of August, 1949, before me personally appeared George E. Hollington and his wife, Marie E. Hollington, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Bette H. Frankler  
Notary Public in and for  
Los Angeles County, ~~New Mexico~~  
California

My Commission Expires Nov. 9, 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

*McWhorter*

RECEIVED  
STATE LAND OFFICE

JAN 16 9 27 AM '50

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

SANTA FE, N. M.

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*A. M. S. McWhorter*  
\_\_\_\_\_  
22 Tracy Pl  
SANTA FE, N. M.

DATE: \_\_\_\_\_

*Edith D. McWhorter*  
\_\_\_\_\_  
22 Tracy Pl  
SANTA FE, N. M.

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF Colo | SS

On this 22nd day of August, 1949, before me personally appeared Wm. S. McWhorter and his wife, MATH S. McWhorter to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Annie M. Turner  
Notary Public in and for  
Colo County, New Mexico

My Commission Expires May 7, 1950

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

*Wade*

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE

JAN 16 9 27 AM '50

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

SANTA FE, N. M.

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: Aug. 31, 1949

H. M. Wade  
ADDRESS: Frank H. Wade  
Wade Manufacturing Company  
Charlotte, North Carolina

DATE: Aug. 31, 1949

Jointly by H. M. Wade  
Rosalie G. Wade  
ADDRESS: Frank H. Wade  
Wade Manufacturing Company  
Charlotte, North Carolina

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ <sup>North Carolina</sup> | SS  
COUNTY OF ~~McKenney~~ <sup>McKenney</sup>

On this 31st day of August, 1949, before me personally appeared \_\_\_\_\_, to me known to be the person ~~named in the instrument~~ <sup>named in the</sup> going instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

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

Rosaline Bartley Harris  
Notary Public in and for  
McKenney County, ~~New Mexico~~ <sup>North Carolina</sup>

My Commission Expires 5/21/51

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO | SS  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

RECEIVED  
STATE LAND OFFICE

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

JAN 16 9 27 AM '50

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA SANTA FE, N. M.  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Victor E. Light*  
VICTOR E. LIGHT  
ADDRESS: 1640 Ripple Street  
LOS ANGELES 26, CALIFORNIA  
Joined by his wife,

DATE: \_\_\_\_\_

*Pearl A. Light*  
PEARL A. LIGHT  
ADDRESS: 1640 Ripple Street  
LOS ANGELES 26, CALIFORNIA

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ <sup>California</sup> |  
COUNTY OF ~~Los Angeles~~ <sup>Los Angeles</sup> | SS

On this 14 day of October, 1949, before me personally appeared Victor Bryan Light and his wife, Pearl R. Light, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Fred J. Schmeble  
Notary Public in and for  
State of California County, ~~New Mexico~~  
Los Angeles

My Commission Expires My Commission Expires Jan. 20, 1951

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

RECEIVED  
STATE LAND OFFICE

JAN 16 9 27 AM '50

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA SANTA FE, N. M.  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects; *insofar as the same may still be in full force and effect;*

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share. *Nothing herein contained shall be construed to extend the life of the Hope Unit Agreement, or to waive any rights or privileges arising out lapse thereof or default in performance thereunder.*

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: October 18, 1949

*William Mueller*

William Mueller  
ADDRESS: 134 Harding Avenue  
Clatsop, Ore County  
*Joined by his wife,*

DATE: October 18, 1949

Anna Mueller  
Anna Mueller  
ADDRESS: 134 Harding Avenue  
Clatsop, Ore County

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF PASCAIU

On this 18 day of OCTOBER, 1949, before me personally appeared

~~William Mueller and his wife, Anna Mueller~~, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that ~~they~~ executed the same as ~~their~~ free act and deed.

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

*Grace A. Brown*  
Notary Public in and for  
Pascaic County, New Mexico

My Commission Expires ~~Jan. 20, 1952~~

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_

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

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

SUPPLEMENTAL AGREEMENT  
to  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

RECEIVED  
STATE LAND OFFICE  
JAN 16 9 27 AM '50  
SANTA FE, N. M.

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

DATE: \_\_\_\_\_

*Mrs. Mabel C. Kenney*  
Mabel C. Kenney  
ADDRESS: 704 Eastlock-Elmore Highway  
Milbrae, California

DATE: \_\_\_\_\_

*Clarence Kenney*  
Clarence Kenney  
ADDRESS: 704 Eastlock-Elmore Highway  
Milbrae, California

DATE: \_\_\_\_\_

*504 Hemlock Avenue*  
ADDRESS: *Milbrae California*

(See reverse side for acknowledgments)

ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ <sup>California</sup>  
COUNTY OF Santa Fe SS

On this 31<sup>st</sup> day of December, 1949, before me personally appeared Robert C. Henny and her husband, Clarence Henny, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as they free act and deed.

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

Anna A. Ross  
Notary Public in and for  
State of California Santa Fe County, New Mexico

My Commission Expires MY COMMISSION EXPIRES AUG. 7, 1953

CORPORATION ACKNOWLEDGMENT

STATE OF NEW MEXICO |  
COUNTY OF \_\_\_\_\_ | SS

On this \_\_\_\_\_ day of \_\_\_\_\_, 1949, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ Company and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 1949.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_ County, New Mexico

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

JAN 16 9 27 AM '50

SANTA FE, N. M.

SUPPLEMENTAL AGREEMENT  
To  
UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA  
EDDY COUNTY, STATE OF NEW MEXICO

I-Sec. No. 556

*Heck*

THIS AGREEMENT, entered into as of the 21st day of June, 1949, by and between the parties subscribing, ratifying and consenting hereto, and herein referred to as the "parties hereto",

W I T N E S S E T H:

WHEREAS, under date of November 28, 1947, the parties hereto or their predecessors in interest entered into or consented by separate instrument to the Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, wherein Southern Union Production Company was designated unit operator; and

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

WHEREAS, the parties hereto desire to amend and supplement the said Hope Unit Agreement in certain respects;

NOW THEREFORE, in consideration of the premises and the promises herein contained the parties hereto agree severally among themselves as follows:

Notwithstanding any provision to the contrary in Section 7, or any other Section, of the Hope Unit Agreement, all parties hereto hereby agree that each and every one of the owners of the working interests in lands unitized under the agreement shall have (1) the right to take in kind that proportionate share of the unitized substances which is allocated or allocable to his working interest in accordance with the provisions of the agreement, (2) the right to personally sell such proportionate share, and (3) the right to revoke at will any authorization in the Hope Unit Agreement empowering a representative (or representatives) to sell his proportionate share of the unitized substances if that representative (or representatives) is authorized to sell the share of more than one owner. An owner who also acts in a representative capacity shall be regarded as being "authorized to sell the shares of more than one owner," as the phrase is used in the foregoing sentence, if he also sells or directs the sale of any part of his own share.

IN WITNESS WHEREOF, each of the parties hereto has caused this supplemental agreement to be executed so as to be binding (without regard to execution or not by other parties hereto) upon himself and his heirs, personal representatives, successors and assigns (all of whom are included within the term "parties hereto"), and has set opposite his name the date of such execution.

ATTEST: (signed) H. V. McConkey  
Secretary

SOUTHERN UNION PRODUCTION COMPANY  
(Unit Operator and Working Interest  
Owner)

By: (signed) J. C. Reid  
Vice-President

ATTEST: (signed) F. H. Pennington  
Assistant Secretary

MAGNOLIA PETROLEUM COMPANY

By: (signed) S. A. Thompson  
Vice-President

ATTEST: (signed) S. B. Petrie  
Secretary

DELHI OIL CORPORATION

By: (signed) P. T. Bee  
Vice-President

STATE OF TEXAS     )  
                          ) SS  
COUNTY OF DALLAS )

On this 1st day of July, 1949, before me appeared J. C. REID, to me personally known, who, being by me duly sworn did say that he is the Vice-President of SOUTHERN UNION PRODUCTION COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. REID acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year first above written.

(signed) Arlene Rawls Watt,  
Notary Public in and for  
Dallas County, Texas

My Commission Expires 6-1-51

STATE OF TEXAS     )  
                          ) SS  
COUNTY OF DALLAS )

On this 21st day of June, 1949, before me appeared S. A. THOMPSON, to me personally known, who, being by me duly sworn did say that he is the Vice-President of MAGNOLIA PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said S. A. THOMPSON acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office on the day and year first above written.

(signed) Mary Stevens,  
Notary Public in and for  
Dallas County, Texas

My Commission Expires June 1, 1951

STATE OF TEXAS     )  
                          ) SS  
COUNTY OF DALLAS )

On this 27th day of June, 1949, before me appeared P. T. Bee, to me personally known, who, being by me duly sworn did say that he is the Exec. Vice-President of DELHI OIL CORPORATION and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said P. T. Bee acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and seal of office the day and year first above written.

(signed) Ernestine Oerick,  
Notary Public in and for  
Dallas County, Texas

My Commission Expires June 1, 1951

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

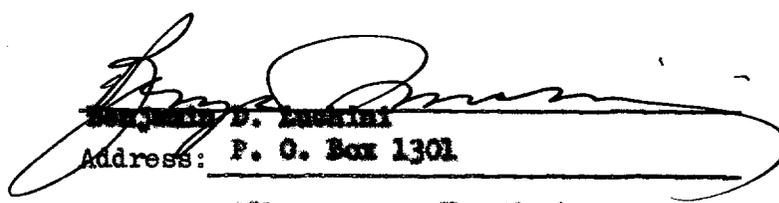
WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 27th day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

  
Benjamin D. Lucchini  
Address: P. O. Box 1301

Albuquerque, New Mexico

Joined by his wife,

  
Margaret E. Lucchini  
Address: P. O. Box 1301

Albuquerque, New Mexico

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF NEW MEXICO )  
COUNTY OF BERNALILLO )

On this 27th day of February, 1948, before me personally appeared Benjamin D. Luchini and Margaret W. Luchini, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Lina M. Wilborn  
Notary Public

My Commission Expires:

June 22, 1949

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

On this \_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 27th day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

George F. Gibson  
Address: 1113 North Marengo Avenue  
Pasadena 3, California

joined by his wife,

Gibson  
Address: 1113 North Marengo Avenue  
Pasadena 3, California

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On this 27th day of February, 1948, before me personally appeared George P. Gibson, a single man, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

  
\_\_\_\_\_  
Notary Public  
NOTARY PUBLIC  
IN AND FOR COUNTY OF LOS ANGELES  
STATE OF CALIFORNIA

My Commission Expires:  
My Commission Expires  
June 30, 1950

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

On this \_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

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

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 2<sup>nd</sup> day of March, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Harold S. Brown. A single person  
Harold S. Brown  
Address: 1340 West 30th Street

Los Angeles, California

joined by his wife,

Brown  
Address: 1340 West 30th Street

Los Angeles, California

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF California )  
COUNTY OF Los Angeles )

On this 2<sup>nd</sup> day of March, 1948, before me personally appeared Harold Brown, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

My Commission Expires Oct. 17, 1950

[Signature]  
Notary Public

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 24 day of Feb, 1947, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Howard M. Wade

Howard M. Wade  
Address: Wade Manufacturing Company

Charlotte, North Carolina

Joined by his wife,

Rosalie T. Wade

Rosalie T. Wade  
Address: c/o Wade Manufacturing Company

Charlotte, North Carolina

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF North Carolina  
COUNTY OF Mecklenburg

On this 24th day of February, 1948, before me personally appeared Edward M. Bradley, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Loealind Bailey Harris  
Notary Public

My Commission Expires:  
5/21/49

STATE OF North Carolina  
COUNTY OF Mecklenburg

On this 24th day of February, 1948, before me personally appeared Edward M. Bradley, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Loealind Bailey Harris  
Notary Public

My Commission Expires:  
5/21/49

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 2 day of March, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Mabel C. Kenney  
Mabel C. Kenney  
Address: 504 Hamlock  
Milbrae Highlands  
Milbrae, California

joined by her husband,

Clarence Kenney  
Clarence Kenney  
Address: 504 Hamlock  
Milbrae Highlands  
Milbrae, California

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF California  
COUNTY OF San Mateo

On this 2 day of March, 1948, before me personally appeared Mabel C. Kenny & Carina Kenny to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Carina V. Ross  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES AUG. 7, 1949

STATE OF California  
COUNTY OF San Mateo

On this 2 day of March, 1948, before me personally appeared Mabel C. Kenny & Carina Kenny to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Carina V. Ross  
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES AUG. 7, 1949

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it, in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 28 day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Len E. Ogden  
Len E. Ogden  
Address: 309 South First Street  
Council Bluffs, Iowa

joined by his wife,

Jennie Ogden  
Jennie Ogden  
Address: 309 South First Street  
Council Bluffs, Iowa

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF Iowa )  
COUNTY OF Pottawattamie )

On this 18 day of February, 1948 before me personally appeared Sam R Ogden, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

Gertrude J. Tindley  
Notary Public

My Commission Expires:

July 4, 1948

STATE OF Iowa )  
COUNTY OF Pottawattamie )

On this 28 day of February, 1948 before me personally appeared Frank Ogden, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Gertrude J. Tindley  
Notary Public

My Commission Expires:

July 4, 1948

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 24th day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

William C. Acton  
William C. Acton  
Address: 106 Calhoun Street  
Marysville, Kansas

joined by his wife,

Julia M. Acton  
Julia M. Acton  
Address: 106 Calhoun Street  
Marysville, Kansas

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

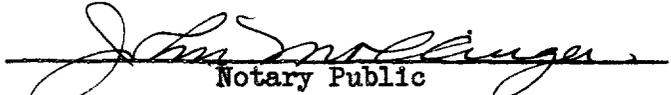
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF Kansas )  
COUNTY OF Marshall )

On this 24 day of February, 1948, before me personally appeared William C. Acton and Julia M. Acton, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that the executed the same as their free act and deed.

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

  
Notary Public

My Commission Expires: April 15, 1951

\_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 25 day of Feb, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Keith F. Crouse  
Keith F. Crouse  
Address: 13606 Grand Street  
Van Nuys, California

joined by his wife,  
Geraldynne J. Crouse  
Geraldynne F. Crouse  
Address: 13606 Grand Street  
Van Nuys, California

L. E. Mansour  
L. E. Mansour  
Address: 13606 Grand Street  
Van Nuys, California

joined by his wife,  
Ruth Mansour  
Ruth Mansour  
Address: 13606 Grand Street  
Van Nuys, California

(over)

STATE OF California )  
COUNTY OF Los Angeles )

On this 25th day of February, 1948, before me personally appeared Keith E. Crouse and Geraldine F. Crouse, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

C. E. Joy  
Notary Public

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

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

On this 25th day of February, 1948, before me personally appeared L. E. Manseau and Ruth Manseau, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed.

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

C. E. Joy  
Notary Public

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

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

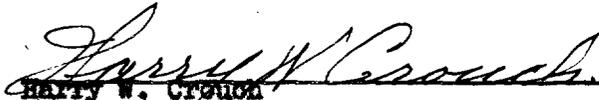
WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 8 day of March, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

  
Harry W. Crouch  
Address: 1010 1/2 First Avenue, South  
Fort Dodge, Iowa

joined by his wife,

  
Eleanor Crouch  
Address: 1010 1/2 First Avenue, South  
Fort Dodge, Iowa

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF Iowa )  
COUNTY OF WEBSTER )

On this 8th day of March, 1948, before me personally appeared Harry W. Crouch and Eleanor Crouch, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

John B. Kuehner  
Notary Public

My Commission Expires:

July 4, 1948.

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this \_\_\_ day of \_\_\_\_\_, 194\_\_\_, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

Edward O'Neil  
~~Edward O'Neil~~  
Address: Lock Box 1A

Hilbert, Michigan

Joined by his wife,

Bessie O'Neil  
~~Bessie O'Neil~~ O'Neil  
Address: Lock Box 1A

Hilbert, Michigan

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF Michigan  
COUNTY OF Chippewa

On this 5th day of March, 1948, before me personally appeared Edward O. Smith, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

G. W. Messenger  
Notary Public

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

STATE OF Michigan  
COUNTY OF Chippewa

On this 5th day of March, 1948, before me personally appeared Benedict V. Smith, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as her free act and deed.

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

G. W. Messenger  
Notary Public

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

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 24th day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

**G. Howard Cowan, Executor of the Estate of Dr. Guy A. Cowan, Deceased**



**G. Howard Cowan**  
Address: 2068 South Fourth Street

Springfield, Illinois

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF Illinois )  
COUNTY OF Sangamon )

On this 24 day of Feb, 1945, before me personally appeared G. W. Wardlaw, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

George E. Batson  
Notary Public

GEORGE E. BATSON  
NOTARY PUBLIC  
721 1/2 Main St  
Springfield, Illinois

My Commission Expires:

My Commission Expires Feb 24, 1949.

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

On this \_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 12<sup>th</sup> day of March, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

*Alice E. West*

Alice E. West  
Address: 2017 - 15th Street  
Sacramento, California

joined by her husband,

West  
Address: 2017 - 15th Street  
Sacramento, California

Address: \_\_\_\_\_  
\_\_\_\_\_

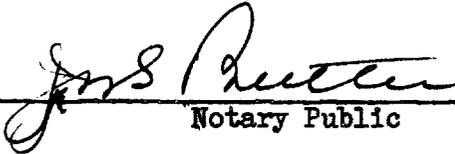
Address: \_\_\_\_\_  
\_\_\_\_\_

(over)

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO )

On this 12 day of March, 1948 before me personally appeared Alice E. West, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

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

My Commission Expires:

8-24-50

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

On this \_\_\_\_ day of \_\_\_\_\_, 194\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 20th day of February, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

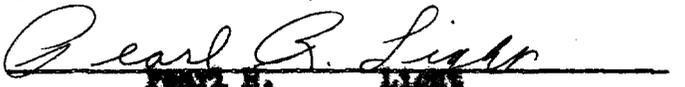


**Victor Bryan Light**

Address: 1840 Ripple Street

Los Angeles 26, California

Joined by his wife,



Address: 1840 Ripple Street

Los Angeles 26, California

Address: \_\_\_\_\_

Address: \_\_\_\_\_

(over)

STATE OF California )  
COUNTY OF Los Angeles )

On this 28th day of February, 1948, before me personally appeared Victor Bryan Light and Pearl R. Light, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



Notary Public

**H. S. NORRIS**

NOTARY PUBLIC in and for the County  
of Los Angeles, State of California.

My Commission Expires April 2, 1948

My Commission Expires:

\_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

RATIFICATION AND ADOPTION  
OF  
UNIT PLAN FOR DEVELOPMENT AND OPERATION OF  
THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 28 day of Feb, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

*Annie L. Elliott*  
**Annie L. Elliott**  
Address: Santa Maria, California

joined by her husband,  
*Elmer K. Elliott*  
**Elmer K. Elliott**  
Address: Santa Maria, California

Address: \_\_\_\_\_

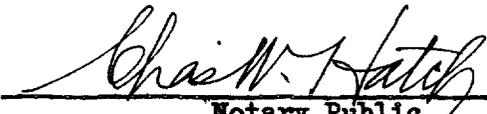
Address: \_\_\_\_\_

(over)

STATE OF California )  
COUNTY OF Santa Barbara )

On this 28th day of February, 1948, before me personally appeared Annie L. Elliott and Elmer E. Elliott, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

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

My Commission Expires:

July 24, 1950

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

PROPOSED HOPE AREA UNIT AGREEMENT

Memorandum Re Changes Made in Form Suggested by Federal Government  
For Use in Unproven Areas.

The lettered paragraphs below correspond with the marginal letters appearing on the marked copy of the proposed Unit agreement which accompanies this memorandum.

- a. These provisions are considered necessary or advisable under State law or regulation; or, they are otherwise self-explanatory.
- b. This limitation of the commitment relates to the fact that under Section 2 (see f.) and Section 25 (see the concluding paragraph), the parties are required to make representation concerning ownership of the interests attributed to them by Exhibit B; accordingly, they should not be expected to commit any interest not attributed to them by Exhibit B. It is hoped that execution of the final agreement will be facilitated by reason of these more explicit provisions.

Addition of the words "oil and gas" is believed self-explanatory; it conforms to the opening paragraph of the agreement.

- c. These are definitions for the purpose of making terminology more explicit. Some of them appear in Title 30 of the Regulations, Section 226.2.
- d. This change originates in the theory explained opposite b. above. The exhibit will be explicit in definition of each party's interest committed.
- e. This change intended simply to permit refiling of complete exhibits at reasonable intervals and to permit filing during the intervals of information concerning changes. Intended to avoid burdening the record and the unit operator unnecessarily.
- f. This addition also derives from the theory expressed opposite b. above. The parties' respective representations concerning their ownership of unitized interests are considered only proper.
- g. Omission of the word "lessee" at this point does not change the meaning in view of the definition of "Working Interest Owner." The term "lessor" is embraced by the defined term "owner of landowners royalty" which has the same meaning per definition.
- h. This addition is simply exposition to make definite the bases for expanding or contracting the unit area.
- i. While the fee lands are limited in amount, they are not insignificant and it is believed undesirable for a unit operator to assume the obligations of an oil and gas les-

see except where the owner of landowners royalty is committed to principles of the agreement; accordingly, this addition limits the term "unitized land" to land in which both the royalty and working interests are committed, irrespective of the order of commitment. Section 25 (see ss.) has a similar purpose; that is, to provide for release of land under proper conditions in the event of title failures.

With these provisions it is hoped to obtain signature of fee working interests without regard to prior signature of royalty interests and vice versa—thus to expedite completion of the agreement.

- j. Change made in recognition of the fact that production may be obtained through drainage from lands not unitized.
- k. Addition to make definite the intention that unit operator may by resigning be relieved of obligations not accrued on effective date of the resignation, including drilling obligations.
- l. The unit accounting agreement will spell out more fully rights of the parties concerning equipment belonging to a retiring unit operator.
- m. This change is primarily intended to make more specific the voting provisions and to utilize defined terms.
- n. An addition simply specifying the methods of voting.
- o. This addition intended simply to preserve any and all independent purchase rights which are otherwise valid and effective. This is a qualification of a right above granted to unit operator to dispose of unitized substances so that operator will not, by virtue of the unit agreement, be compelled to ignore proper agreements entitling other parties to purchase or dispose of portions of unitized substances.
- p. The unit accounting agreement does in fact express and elaborate upon the operator's rights and obligations; such agreement is mentioned here for that reason. It should be remembered, however, that the unit accounting agreement yields to the unit agreement in event of conflict (see Section 6.).
- q. This addition considered necessary to avoid conflict with Section 12 which provides, among other things, for operation by other Working Interest Owners of marginal wells.
- r. These two changes are intended to express more accurately the real intention of the parties.
- s. An addition recognizing the fact that courts have implied covenants in ordinary oil and gas leases in the absence of an expressed covenant on the subject matter.
- t. The language changed simply to conform with existing contractual arrangements without significant change in meaning. Also makes unnecessary the express recognition of the Commission's authority in addition to the Supervisor's.

- u. Addition intended to permit compliance by the operator after notice of default; to prevent a termination not desired or appropriate.
- v. Addition to provide for possibility that the test well may be started (or even completed) before effectiveness of the unit agreement. Avoids possible construction that under first sentence of Section 8 operator would be required to drill another well after effectiveness.
- w. "Unitized land" is a defined term superseding "unitized area" which is not defined. Change conforms to obvious intentions.
- x. A proper and realistic limitation on the parties drilling obligations, conforming with intention.
- y. To make definite that production prior to effectiveness of revised schedule is allocated to the producing lease, thus to avoid hiatus and to restate, without significant change in meaning, the last sentence of the paragraph.
- z. A change to recognize the fact that "benefits" may not be paid in money but, instead, may be delivered in kind, pursuant to lease requirement.
- aa. To identify by agreement the bank in which funds may be impounded and to provide for majority rule in designation of any alternate bank used for this purpose.
- bb. This addition meshes with the regular provisions of Section 12 under which the owner of a lease may take over and operate a marginal well thereon. Regardless of such owner's decision, the operator should be clearly exempted from unprofitable operation after a reasonable test period for the marginal well.
- cc. This addition also relates to the regular provisions of Section 12; it properly limits the provision to benefits accruing from operations by unit operator as distinguished from individual operations of marginal wells.
- dd. A provision believed to be fair and proper which is adopted from unit plans previously approved.
- ee. An addition to make clear that other Working Interest Owners should not be entitled to drill on their lands if the operator is attempting by pending application to include such lands within a participating area.
- ff. This is simply a substitute provision regarding wells drilled by persons other than unit operator more consistent with the intention of the parties and believed to be fair. It has no effect on the unit plan, being a proper operating matter.
- gg. Intention of these changes is that operator will pay rentals and ~~minimum~~ royalties to the U. S. and the State for all unitized land; will pay all royalties allocated to land in a participating area (but not royalty on production from land outside a participating area obtained by a party drilling under Section 12); and ~~may~~ pay overriding royalty and fee

lease delay rents, if requested to do so. Moreover, the unit operator is properly exempted from liability which might otherwise be asserted on account of its honest mistakes in making payment. It is submitted that these changes do not invade rights of the U. S. or the State and are a proper subject of agreement between the private parties.

- hh. The regular provision is simply expanded to apply as well to other leases as to Federal.
- ii. This addition primarily intended to permit discontinuance of delay rents on fee lands and to permit dropping of other nonproductive leases if rentals unduly burdensome and prospect of production unlikely, subject to applicable rules and regulations.
- jj. This addition is simply a separate unequivocal statement of the same idea expressed in the first paragraph of Section 11.
- kk. The last phrase is deleted as being so vague and uncertain as to be either meaningless or dangerous. Generalities of this sort might result in troublesome or costly disputes between the many private parties who are expected to sign the agreement.
- ll. This adjustment simply permits under stated conditions payment of compensatory royalty on interests other than Federal.
- mm. This provision added to extend leases on private lands once such land, or a part thereof, is in a participating area. Believed to be sound and in accordance with generally accepted intentions. Federal or State lands not affected.
- nn. This change intended simply to clarify and make more definite the obvious intention.
- oo. This addition simply expresses a proper intention of the parties making clear that substitute leases remain committed to the agreement.
- pp. A restatement of the suspension provision to make certain the type of authorized suspension referred to.
- qq. An adaptation of the regular provision believed to be a more accurate expression of the intention.
- rr. An addition for the protection of operator in accounting matters. It could apply only to an attempted separation of oil from gas rights, et cetera, not affecting State or Federal jurisdiction.
- ss. A change to conform this term with the same term used above ("fixed" instead of "initial" term).
- tt. This addition simply expresses the obvious intention that the agreement will remain in effect so long as either gas or oil is produced in paying quantities from any part of unitized lands.
- uu. Section 20 of the form (Determinations by Operator and Review Thereof) is omitted entirely as incompatible with re-

quirements and jurisdiction of the New Mexico authorities. It is understood that precedent exists for this omission.

- v. A simple restatement of the excusing causes without material change in meaning.
- w. A provision added as compatible with jurisdiction of all authorities and as needed protection to the private parties. It is believed that precedent exists for this addition.
- x. This is the regular form Section 22 (Counterparts) with a new title descriptive of the material contained.
- y. These additions are believed to be equitable, sound provisions for the protection and convenience of the private parties without effect on jurisdiction. In some cases they are simply adaptations of the regular provisions.
- z. A restatement and elaboration of regular Section 24 (Loss of Title).

VALIDATION AND ADOPTION

OF

UNIT PLAN FOR DEVELOPMENT AND OPERATION OF THE HOPE UNIT AREA (EDDY COUNTY, NEW MEXICO)

WHEREAS, under date of November 28, 1947, a Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, New Mexico, has been executed by various qualified parties interested in the oil, gas, natural gasoline and associated fluid hydrocarbons which may be producible from the unit area, and also executed by Southern Union Production Company as Unit Operator, such Unit Agreement being referred to for all its terms and provisions and for a description of the lands comprising the unit area; and

WHEREAS, each of the undersigned has received a copy of the Unit Agreement, including exhibits, and each of the undersigned who is a Working Interest Owner, as defined in such Unit Agreement, has also received a copy of the related Unit Accounting Agreement executed by various of the other Working Interest Owners under date of November 28, 1947, express reference being made to the Unit Accounting Agreement for all its terms and provisions; and

WHEREAS, each of the undersigned desires to subscribe, ratify, and adopt the Unit Agreement and, to the extent of any and all working interests held in the unit area, to subscribe, ratify and adopt the related Unit Accounting Agreement;

NOW, THEREFORE, as contemplated by such instrument(s), each of the undersigned, in consideration of the execution thereof by certain other proper parties, does hereby subscribe, ratify, approve and adopt the said Unit Agreement and, to the extent of any and all working interest(s) now held by him or it in the unit area, does hereby subscribe, ratify, approve and adopt the related Unit Accounting Agreement, with the intention that each of undersigned shall become a party to and be bound by such instrument(s) as fully and with the same effect as if he or it had executed and delivered an original copy of such instrument(s) concurrently with other parties thereto.

IN WITNESS WHEREOF, this instrument is executed on this 22 day of March, 1948, so as to be binding upon and inure to the benefit of each of undersigned and the respective heirs, successors, personal representatives and assigns of each.

George R. Hollington  
George R. Hollington  
Address: 1247 Fifth Street  
Santa Monica, California

joined by his wife,  
Marie E. Hollington  
Marie E. Hollington  
Address: 1247 Fifth Street  
Santa Monica, California

\_\_\_\_\_  
Address: \_\_\_\_\_

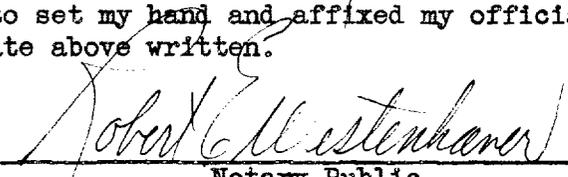
\_\_\_\_\_  
Address: \_\_\_\_\_

(over)

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On this 22nd day of March, 1948, before me personally appeared George R. and Marie Hollington, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

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

My Commission Expires:

September 1, 1951

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

On this \_\_\_\_ day of \_\_\_\_\_, 194\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

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

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

My Commission Expires:

\_\_\_\_\_

STATE OF NEW MEXICO  
OFFICE OF STATE GEOLOGIST  
SANTA FE, NEW MEXICO

June 26, 1947

The Artesia Advocate  
Artesia, New Mexico

Re: Cases 103, 104, 106, 107 and 108 -  
Notice For Publication.

Gentlemen:

Please publish the enclosed notice once, immediately.  
Please proof-read the notice carefully and send a copy of the  
paper carrying such notice.

. UPON COMPLETION OF THE PUBLICATION, PLEASE SEND PUBLISHER'S  
AFFIDAVIT. -

For payment please submit statement in duplicate, accompanied  
by voucher executed in duplicate. The necessary blanks are en-  
closed.

Very truly yours,

GEORGE A. SHAHAM  
Attorney,  
Oil Conservation Commission

JAG:bap



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Y

OIL CONSERVATION COMMISSION  
SANTA FE, NEW MEXICO

IN THE MATTER OF  
PETITION FOR APPROVAL  
OF THE HOPE UNIT AGREE-  
MENT, EDDY COUNTY

Southern Union Production Co.,  
Petitioner

NO. \_\_\_\_\_

TO THE COMMISSION AND ITS HONORABLE MEMBERS:

There is filed herewith a proposed form of unit agreement for the development and operation of the Hope Unit Area in Eddy County, New Mexico. Your petitioner is Southern Union Production Company, a Delaware corporation authorized to transact business in the State of New Mexico. It maintains an office in Santa Fe at the corner of Marcy and Otero Streets, in charge of which is Mr. J. R. Cole, Vice President. It also maintains a general business office at 1104 Burt Building, Dallas 1, Texas.

The proposed unit area is described as follows:

BEGINNING at the NE corner of Section 17, T. 18 S., R. 24 E., and extending west to the NW corner of Section 15, T. 18 S., R. 23 E.; thence south to the SW corner of Section 3, T. 19 S., R. 23 E.; thence east to the SE corner, Section 4, T. 19 S., R. 24 E.; thence north to the NE corner of the  $SE\frac{1}{4}$  of Section 33, T. 18 S., R. 24 E.; thence west to the center of said Section 33; thence north to the mid point on the north line of said Section 33; thence west to the NW corner of said Section 33; thence north to the place of beginning embracing in all 17,120 acres, more or less, in Eddy County, New Mexico.

Petitioner believes and represents to the Commission that the proposed unit agreement is in proper form, containing provisions compatible with the laws of the State of New Mexico and consistent with the jurisdiction of its authorities. In support of the proposed unit agreement, Petitioner also represents to the Commission as follows:

1. There is attached hereto and incorporated herein a map outlining the area above described, indicating by distinctive colors the federal, state and fee lands, respectively, according to the information and belief of Petitioner.

2. Petitioner is prepared to submit in evidence reports and maps containing the results of gravity meter and magnetometer surveys of the proposed unit area which indicate the existence of a structure favorable to the accumulation of oil or gas. The proposed unit area embraces lands which appear to be within the outlines of such structure.

3. Pursuant to the unit agreement, following its approval and effectiveness, Petitioner proposes to drill a test well on the unit area, the objective depth being 7,000 feet. Reference is made to Section 8 of the proposed form for the drilling provision. The proposed unit agreement will designate your Petitioner as the Unit Operator, reference being made to Section 4 thereof.

4. The pooling of properties to be effected by the unit agreement will be upon terms and conditions just and reasonable which will afford to the owner of each tract an opportunity to recover or receive the benefit of his just and equitable share of the oil and gas. Provisions of the proposed unit agreement are, moreover, believed to be consistent with sound, accepted practice and according to precedent. Development and operation of the unit area under the plan will result in the prevention of waste, in the conservation of oil and gas and in the fair distribution of benefits from production to each royalty owner and other person entitled to share therein.

5. Concurrently with this petition, application is being filed with the Commissioner of Public Lands, State of New Mexico, and with the proper representatives of the United States for approval of the proposed form of unit agreement herewith enclosed.

6. Petitioner is now engaged in the development and production of natural gas and associated hydrocarbons in the State of New Mexico. It has been so engaged for a number of years and, in the usual conduct of its

business, it maintains a staff of skilled employees experienced in development and production operations. Petitioner is willing and able to comply with all applicable requirements of law and duly constituted regulatory authorities.

WHEREFORE, Petitioner requests that the Commission, after notice and hearing as required by law and applicable regulations, enter its order approving the proposed unit agreement and its conservation provisions, and take all other steps and actions as may be necessary or appropriate to the end that the Commission's consent to and approval of the unitization program shall be given and properly evidenced.

Petitioner hereby offers to supply such other information concerning this matter as is available to it.

Respectfully submitted,

SOUTHERN UNION PRODUCTION COMPANY

By Scott Hughes  
Vice President

A T T E S T:

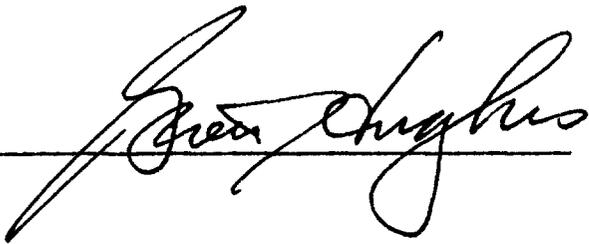
L. M. Aubrey  
Secretary

VERIFICATION

STATE OF TEXAS     )  
                          )  
COUNTY OF DALLAS   )

Before me, a Notary Public in and for Dallas County, Texas, personally appeared Scott Hughes, Vice President of SOUTHERN UNION PRODUCTION COMPANY, a corporation, well known to me to be such person and officer, and he upon oath duly administered stated that he had read the foregoing petition and that the facts therein set forth are true and correct to the best of his information and belief, and that he had executed such petition

on behalf of said corporation as its free and voluntary act and deed,  
pursuant to due authorization.

  
\_\_\_\_\_

Sworn to and subscribed before me this 22nd day of May,  
1947, to certify which witness my hand and seal of office.

  
\_\_\_\_\_  
Notary Public in and for  
Dallas County, Texas

FAYE GRIFFIN  
Notary Public, Dallas County, Texas  
My commission expires June 1, 19~~47~~

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