

J. O. SETH
A. K. MONTGOMERY
OLIVER SETH
WM. FEDERICI
JUSTIN T. REID

SETH AND MONTGOMERY
ATTORNEYS AND COUNSELORS AT LAW
III SAN FRANCISCO ST.
SANTA FE, NEW MEXICO

March 31, 1952

May 20
Case 368

Oil Conservation Commission
of the State of New Mexico
Santa Fe, New Mexico

Re: Lakewood Unit
Eddy County, New Mexico

Gentlemen:

Please find enclosed herewith an Application for approval of the Lakewood Unit Agreement, Eddy County, New Mexico. We have heretofore furnished your office a copy of the proposed Unit Agreement with an attached Geological Memorandum.

It would be appreciated if this matter could be set down for hearing at the May hearing date.

Very truly yours,

Oliver Seth

OS/mfl

Enclosures

STANOLIND OIL AND GAS COMPANY

Tulsa, Oklahoma

January 18, 1952

File: GBJ-41.455

Re: AFE 9560
Lakewood Unit
Eddy County, New Mexico

~~Commissioner of Public Lands~~
~~State of New Mexico~~
~~Santa Fe, New Mexico~~

Director of the New Mexico
Oil Conservation Commission
Santa Fe, New Mexico

Gentlemen:

We submit for your inspection the enclosed copy of the Lakewood Unit Agreement together with a geological memorandum and a plat of the area. This unit has been given preliminary approval by the U.S.G.S. as to area, test well depth and the form of agreement.

Your informal comments on the above proposal will be greatly appreciated at this time to diminish the possibility of revision after execution of the unit is completed.

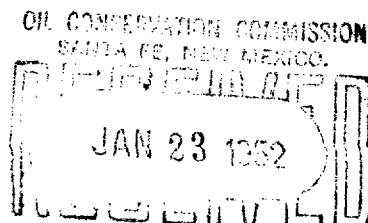
Yours very truly,

G. B. Jenkinson
G. B. Jenkinson

JM:tcs

Encs.

COPY



J. O. SETH
A. K. MONTGOMERY
OLIVER SETH
WM. FEDERICI
JUSTIN T. REID

SETH AND MONTGOMERY
ATTORNEYS AND COUNSELORS AT LAW
III SAN FRANCISCO ST.
SANTA FE, NEW MEXICO

September 29, 1952

Oil Conservation Commission
Santa Fe
New Mexico

Lakewood Unit

Gentlemen:

Please find attached hereto an approved original
copy of the Lakewood Unit Agreement showing the certification
by the Director of the United States Geological Survey.

Very truly yours,



OS/mds
Enc

Recd 9-30-52
OCC

OIL CONSERVATION COMMISSION

P. O. BOX 871
SANTA FE, NEW MEXICO

June 20, 1952

Mr. Oliver Seth
Seth and Montgomery
Box 828
Santa Fe, N. M.

Dear Sir:

For your records and those of your client, Stanolind Oil and Gas Company, we enclose two signed copies of Order R-162 issued in Case 368 as heard before this Commission on May 20, 1952: Lakewood Unit Agreement.

Very truly yours,

W. B. Macey
Chief Engineer

WBM:mr

C
O
P
Y

STANOLIND OIL AND GAS COMPANY
TULSA, OKLAHOMA

December 17, 1952

File: GBJ-41.455

Re: Lakewood Unit
Eddy County,
New Mexico

*file
same place*

Director, New Mexico Oil and Gas Conservation Commission
Santa Fe, New Mexico

Commissioner of Public Lands
State Land Office
Santa Fe, New Mexico

Gentlemen:

With this letter we are transmitting to each of you a photostatic copy of the Ratification and Joinder of the Lakewood Unit Agreement executed by Earl L. Gage, Joseph M. Gage and Betty J. Gage Bulmer, which serves to commit their interest under Tract 33(2).

These Ratifications were executed subsequent to the effective date of the Unit and have been accepted by Stanolind as Unit Operator, in compliance with the terms of the Unit Agreement relating to sub-joinder by non-working interest owners.

Yours very truly,

(Signed) G. B. Jenkinson

G. B. Jenkinson

LLB:hs
Attachment

COPY

STANOLIND OIL AND GAS COMPANY

368

OIL AND GAS BUILDING

FORT WORTH, TEXAS

C. F. BEDFORD

DIVISION PRODUCTION SUPERINTENDENT

January 19, 1954

File: JTM-8021-216.97
Subject: Lakewood Unit,
Eddy County, New Mexico

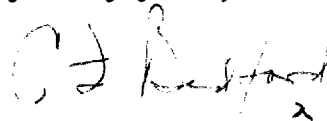
State Conservation Commissioner
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Our District Land Office at Roswell, New Mexico, has informed us that you never received our application for extension of time for the commencement of a test well in the Lakewood Unit, Eddy County, New Mexico.

We have previously received approval from the State Land Commissioner; therefore, we are transmitting to you one photostatic copy signifying the Land Commissioner's approval and one original. As the expiration date for the commencement of an additional test well in the unit expires on this date, we would appreciate early consideration from you on this matter in order that the U.S.G.S. may be notified of your decision.

Very truly yours,



JTM/ek
Attachments - 2

CC - Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico w/2 attachments

STANOLIND OIL AND GAS COMPANY

STANOLIND BUILDING

TULSA, OKLAHOMA

MAIN OFFICE OCC

PRODUCING DEPARTMENT
G. B. JENKINSON
UNITIZATION MANAGER

August 31, 1954

1954 AUG 1 AM 11:49

File: GBJ-41.455

Re: Lakewood Unit
Chaves County
New Mexico

RECEIVED
STATE LAND OFFICE
SEP 3 4 22 PM '54
SANTA FE, N. M.

AIRMAIL

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

Dear Sir:

Submitted herewith are 14 counterparts of a self-explanatory Application for Termination of the Lakewood Unit Agreement, Chaves County, New Mexico. Seven of the counterparts are executed by Stanolind Oil and Gas Company and Buffalo Oil Company, and the other seven counterparts are executed by Malco Refineries, Inc. Together the three applicants own approximately 84% of the working interest in the Lakewood Unit. We respectfully request approval of this application for termination by the Oil Conservation Commission and also the Commissioner of Public Lands.

Please forward all the instruments to Mr. W. A. Blankenship, Jr., Stanolind Oil and Gas Company, P. O. Box 899, Roswell, New Mexico, when you have completed your handling of them. Mr. Blankenship will submit them to the U. S. Geological Survey for approval.

We are furnishing an unsigned copy of the application for your files. We will furnish you an original counterpart when the U.S.G.S. has approved the instruments.

Yours very truly,


G. B. Jenkinson

JM:jg
Enclosures

cc: Commissioner of Public Lands
State of New Mexico
Santa Fe, New Mexico - w/enc.

copy on file for

STANOLIND OIL AND GAS COMPANY

OIL AND GAS BUILDING

FORT WORTH, TEXAS

C. F. BEDFORD

DIVISION PRODUCTION SUPERINTENDENT

June 30, 1953

File: JTM-7188-216.97

Subject: Lakewood Unit,
Eddy County, New MexicoAIRMAIL-SPECIAL DELIVERY

Oil Conservation Commission
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Attached are two (2) copies of a letter to the Supervisor of the United States Geological Survey at Roswell, New Mexico, together with two (2) copies of an application wherein Stanolind Oil and Gas Company, as unit operator of the Lakewood Unit, is making application for a six months deferment on the commencement date of a second well in the Lakewood Unit area. We believe this letter is self-explanatory. Copies of this letter and application are also being filed simultaneously with the State Land Commissioner of the State of New Mexico for approval.

We would appreciate being advised of your reaction toward this deferment at your earliest convenience.

Yours very truly,

JTM/mc
Attach.cc: State Land Commissioner
State of New Mexico
Santa Fe, New Mexico

Tracked to Campbell 7/15/53

OK KB

7/7

STANOLIND OIL AND GAS COMPANY
FORT WORTH, TEXAS

June 30, 1953

File: JTH-7186-216.97

Subject: Lakewood nit
Eddy County, New Mexico

AIRMAIL-REGISTERED MAIL

Mr. John A. Anderson
Regional Oil and Gas Supervisor
United States Geological Survey
P. O. Box 997
Roswell, New Mexico

Dear Sir:

Stanolind Oil and Gas Company, as unit operator of the Lakewood Unit, Eddy County, New Mexico, completed the first obligatory well in the unit on February 20, 1953, this well being a dry hole to the Fusselman formation. This well was drilled in accordance with Section 9 of the Unit Agreement and formations down to and including the Fusselman were found to be non-productive.

Since plugging and abandoning this well, Stanolind has done additional seismic work in the unit area, such work being recently completed. At the present time information obtained from this seismic work is being interpreted; however, it has not been completed to date. Upon completion of this interpretation, Stanolind will then be in a position to determine future development in the unit area.

Section 9 of the Unit Agreement further provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by granting reasonable extensions of time when, in his opinion, such action is warranted. Stanolind, as unit operator, is hereby making application for a six months deferment of the commencement date of the second obligatory test well in the unit as required by Section 9 of the Unit Agreement. We are attaching six copies of this application.

As the commencement date for this second well in the Lakewood Unit area is July 19, 1953, we would appreciate being advised on this matter at your earliest convenience.

Yours very truly,

Original sent by
C. F. Bedford
by AC

JTH/mc
attach.

COPY

STANOLIND OIL AND GAS COMPANY
FORT WORTH, TEXAS

368

December 18, 1953

File: JTM-7915-216.97

Subject: Lakewood Unit,
Eddy County, New Mexico

Mr. John A. Anderson
Regional Oil and Gas Supervisor
United States Geological Survey
P. O. Box 997
Roswell, New Mexico

State Land Commissioner
State of New Mexico
Santa Fe, New Mexico

Oil Conservation Commissioner
State of New Mexico
Santa Fe, New Mexico

Gentlemen:

Stanolind Oil and Gas Company, as Unit Operator of the Lakewood Unit, Eddy County, New Mexico, completed the first obligatory test well in the Unit on February 20, 1953; this well being a dry hole to the Fusselman formation. The well was drilled in accordance with Section 9 of the Unit Agreement and formations down to and including the Fusselman were found to be non-productive.

Previously, the Unit Operator has been given a six-months' extension for the commencement of a second test well in order that additional seismic work in the Unit Area could be studied. Since making this study, some serial magnetic data have now been obtained and Malco Refineries, Incorporated, a working interest owner in the Unit, has requested the Unit Operator to make this information available to them in order that they could make additional studies in the Lakewood Unit Area. Stanolind has furnished Malco this information and they are currently interpreting and studying the data.

Section 9 of the Unit Agreement further provides that the Director and Commissioner may modify drilling requirements of the Unit Agreement by granting reasonable extensions of time when, in his opinion, such action is warranted. Stanolind, as Unit Operator, is hereby making

COPY

Page 2
JTM-7915-216.97
December 18, 1953

application for a six-month deferment of the commencement of the second obligatory test well until July 19, 1954. Copy of this application is attached.

We would appreciate your favorable consideration of this request.

Very truly yours,



JTM/ek
Attachments

United States Geological Survey - 6 attachments
State Land Commissioner - 2 attachments
Oil Conservation Commissioner - 2 attachments

ek RS
19 Jan

OIL CONSERVATION COMMISSION

P. O. BOX 871

SANTA FE, NEW MEXICO

July 7, 1953

File: JTM-7188-216.97

Subject: Lakewood Unit,
Eddy County, N.M.

Stanolind Oil and Gas Company
Oil and Gas Building
Fort Worth, Texas

Attention: Mr. C. F. Bedford, Div. Production Supt.

Gentlemen:

Your request for a six months deferment of the commencement date of the second obligatory test well in the above captioned unit, as required by Section 9 of the Unit Agreement is hereby approved and the time for the commencement of the test well referred to is hereby extended to January 19, 1954.

Very truly yours,

R. R. Spurrier
Secretary and Director

RRS/c

C
O
P
Y

68-268

OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO.

RECEIVED
JUL 8 1953

July 6, 1953

Your File: JTM-7187-216.97

Subject: Lakewood Unit,
Eliz. County, New Mexico

C
O
P
Y

Stanolind Oil and Gas Company
Oil and Gas Building
Fort Worth, Texas

Attention: Mr. C. F. Redford

Gentlemen:

We are in receipt of your letter dated June 30, 1953 together with your application requesting a six month deferment on the commencement date of a second obligatory test well in the Lakewood Unit Area.

I am hereby approving your application for the extension of six months for the commencement of the additional test well hereinabove referred to, so that said well shall be commenced on or before January 19, 1954; provided, however, like consent therefor is had and obtained from the United States Geological Survey and duly filed in my office.

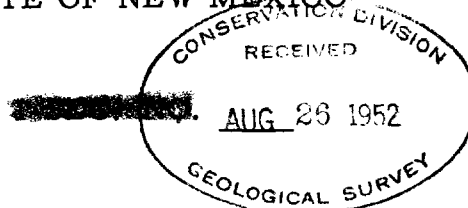
Yours very truly,

E. S. WALKER
Commissioner of Public Lands

cc: U. S. Geological Survey
Roswell, New Mexico (3)
Oil Conservation Commission
Santa Fe, New Mexico (1)

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

14-08-001-320



RECEIVED
AUG 13 1952
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

THIS AGREEMENT, entered into as of the 10th day of March,
1952, by and between the parties subscribing, ratifying, or consenting hereto,
and herein referred to as the "parties hereto";

WITNESSETH:

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 term "Working Interest" as used herein shall mean
the interest held in unitized substances or in lands containing unitized substances
by virtue of a lease, operating agreement, fee title, or otherwise, which is charge-
able with and obligated to pay or bear all or a portion of the cost of drilling,
developing, producing and operating the land under the unit or cooperative agree-
ment. The right delegated to the Unit Operator as such by this unit agreement is
not to be regarded as a working interest; and

WHEREAS, the act of February 25, 1920, 41 Stat. 437, as amended by
the act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181, et seq. authorizes
Federal lessees and their representatives to unite with each other, or jointly or
separately with others, in collectively adopting and operating a cooperative or
unit plan of development or operation of any oil or gas pool, field or like area,
or any part thereof, for the purpose of more properly conserving the natural
resources thereof whenever determined and certified by the Secretary of the
Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New
Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to
consent to or approve this agreement on behalf of the State of New Mexico,

insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chap. 168, Laws 1949) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Lakewood Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below-defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS: The act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA: The following-described land is hereby designated and recognized as constituting the unit area:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T19S-R25E

Sec. 25: SW/4
Sec. 26: NW/4, S/2
Sec. 27: NE/4, S/2
Sec. 28: S/2
Sec. 29: SE/4
Secs. 32 to 35, inclusive, all
Sec. 36: W/2

T20S-R25E

Secs. 2 to 4, inclusive, all
Sec. 5: E/2
Sec. 9: NE/4
Sec. 10: N/2
Sec. 11: N/2

Total Unit Area embraces 7,521.75 acres, more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", and not less than five copies of the revised exhibits shall be filed with the Supervisor, and two copies each with the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Commissioner" and the Oil Conservation Commission, hereinafter referred to as "Commission".

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction

is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof.

(b) Said notice shall be delivered to the Supervisor and Commissioner, and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director and Commissioner, become effective as of the date prescribed in the notice thereof.

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

3. UNITIZED SUBSTANCES: All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR: Stanolind Oil and Gas Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized

substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners, the Director and the Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor and Commissioner, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director and Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT:

If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests.

all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY: Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, and if upon state lands or patented lands, such location shall be approved by the Commission, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Fusselman formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or the Commission as to wells on state lands or patented lands, that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 10,500 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commission or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The Director and Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and Commissioner may, after reasonable notice to the Unit Operator,

and each working interest owner, lessee, and lessor at their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION: Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action

is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Commissioner, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner, and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, or to exclude land then regarded as reasonably proved not to be productive and the percentage of allocation shall also be revised accordingly. The effective date of any revision

shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner, and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner respectively and the amount thereof deposited, as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal land, the Commissioner as to wells on State land, and the Commission as to Patented land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which

such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION: All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS: Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the respective approval of the Supervisor, the Commissioner or the Commission, at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area,

unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT: The United States and the State of New Mexico and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws, and regulations, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of

production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor and the Commissioner, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation: provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

15. RENTAL SETTLEMENT: Rental or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative. Rentals on State of New Mexico lands subject to this agreement

shall be paid at the rates specified in the respective leases, or may be reduced and suspended upon the order of the Commissioner of Public Lands of the State of New Mexico pursuant to applicable laws and regulations.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. CONSERVATION: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. DRAINAGE: The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor and the Commissioner.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED: The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto holding interests embracing unitized land of the United States or of the State of New Mexico hereby consent that the Secretary of the Interior, hereinafter referred to as "Secretary", and the Commissioner, respectively, shall, and said Secretary and Commissioner by their approval hereof or by the approval hereof by their duly authorized

representatives, do hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary or his duly authorized representative and on all unitized lands of the State of New Mexico pursuant to the direction or consent of the Commissioner or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States, committed to this agreement, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease.

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) Any lease having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts.

19. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of

the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Secretary and the Commissioner or their duly authorized representatives and shall terminate 5 years from said effective date unless (a) such date of expiration is extended by the Director and Commissioner or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION:
The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not

conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided further that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers

and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. APPEARANCES: Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

24. NOTICES: All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

25. NO WAIVER OF CERTAIN RIGHTS: Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

26. UNAVOIDABLE DELAY: All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the

exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

27. FAIR EMPLOYMENT: The Unit Operator shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and an identical provision shall be incorporated in all sub-contracts.

28. LOSS OF TITLE: In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner of Public Lands of the State of New Mexico, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

29. NON-JOINDER AND SUBSEQUENT JOINDER: If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by

the Director and the Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such nonworking interest. Prior to final approval hereof, joinder by any owner of a nonworking interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor and the Commissioner of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or Commissioner.

30. COUNTERPARTS: This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

31. SURRENDER: Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party in any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party shall forfeit such rights and no further benefits from operations hereunder as to said land shall accrue to such party, unless within ninety (90) days thereafter said party shall execute this agreement and the unit operating agreement as to the working interest acquired through such surrender, effective as though such land had remained continuously subject to this agreement and the unit operating agreement. And in the event such agreements are not so executed, the party next in the chain of title shall be and become the owner of such working interest at the end of such ninety (90) day period, with the same force and effect as though such working interest had been surrendered to such party.

If as the result of any such surrender or forfeiture the working interest rights as to such lands become vested in the fee owner of the unitized substances, such owner may:

(1) Execute this agreement and the unit operating agreement as a working interest owner, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(2) Again lease such lands but only under the condition that the holder of such lease shall within thirty (30) days after such lands are so leased execute this agreement and the unit operating agreement as to each participating area theretofore established hereunder, effective as though such land had remained continuously subject to this agreement and the unit operating agreement.

(3) Operate or provide for the operation of such land independently of this agreement as to any part thereof or any oil or gas deposits therein not then included within a participating area.

If the fee owner of the unitized substances does not execute this agreement and the unit operating agreement as a working interest owner or again lease such lands as above provided with respect to each existing participating area, within six (6) months after any such surrender or forfeiture, such fee owner shall be deemed to have waived the right to execute the unit operating agreement or lease such lands as to each such participating area, and to have agreed, in consideration for the compensation hereinafter provided, that operations hereunder as to any such participating area or areas shall not be affected by such surrender.

For any period the working interest in any lands are not expressly committed to the unit operating agreement as the result of any such surrender or forfeiture, the benefits and obligations of operations accruing to such lands under this agreement and the unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective participating working interest ownerships in any such participating area or areas, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized, as to such participating area or areas.

Upon commitment of a working interest to this agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commitment, for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered working interest during the period between the date of surrender and the date of recommitment, and payment of any moneys found to be owing by such an accounting shall be made as between the parties then signatory to the unit operating agreement and this agreement within thirty (30) days after the recommitment. The right to become a party to this agreement and the unit operating agreement as a working interest owner by reason of a surrender or forfeiture as provided in this section shall not be defeated by the non-existence of a unit operating agreement and in the event no unit operating

agreement is in existence and a mutually acceptable agreement between the proper parties thereto cannot be consummated, the Supervisor may prescribe such reasonable and equitable agreement as he deems warranted under the circumstances.

Nothing in this section shall be deemed to limit the right of joinder or subsequent joinder to this agreement as provided elsewhere in this agreement. The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

32. TAXES: The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land subject to this contract after the effective date of this agreement, or upon the proceeds or net proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to the royalty owners having interests in said tract, and may currently retain and deduct sufficient of the unitized substances or derivative products, or net proceeds thereof from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which required the lessee to pay such taxes.

33. NO PARTNERSHIP: It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

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

UNIT OPERATOR AND WORKING INTEREST OWNER

ATTEST:

DATE: STANOLIND OIL AND GAS COMPANY

By [Signature]
Vice President

APPROVED

Assistant Secretary

Address: P. O. Box 591, Tulsa 2, Oklahoma

WORKING INTEREST OWNERS

ATTEST:

DATE: March 19, 1952

MALCO REFINERIES, INC.

By [Signature]
President

Secretary

Address: P. O. Box 660, Roswell, New Mexico

ATTEST:

DATE: 8/1-52 GULF OIL CORPORATION

By [Signature]
VICE-President

Asst. Secretary

Address: P.O. DRAWER 1290, FORT WORTH, TEXAS

ATTEST:

DATE:

By _____
President

Secretary

Address: _____

ATTEST:

DATE:

By _____
President

Secretary

Address: _____

ATTEST:

DATE:

By _____
President

Secretary

Address: _____

WORKING INTEREST OWNERS

ATTEST:

DATE:

Secretary By _____
President

Address: _____

Address: _____ Date: _____

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Address: _____ Date: _____

OTHER PARTIES

ATTEST:

DATE:

Secretary By _____
President

Address: _____

ATTEST:

DATE:

Secretary By _____
President

Address: _____

Address: _____ Date: _____

Address: _____ Date: _____

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Address: _____ Date: _____

Address: _____ Date: _____

STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 10th day of March, 1952, before me appeared J. E. Rouse, to me personally known, who being by me duly sworn, did say that he is the Vice-President of STANOLIND OIL AND GAS COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its Board of Directors, and said J. E. Rouse acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 10th day of March,

My commission expires:
My Commission Expires October 4, 1955

Maxine M. Adams
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 19th day of March, 1952, before me appeared Robert A. Anderson, to me personally known, who, being by me duly sworn, did say that he is the President of Melco Petroleum Inc 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 Robert A. Anderson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 19th day of March, 1952.

My commission expires:

Mar. 21, 1955

William B. McComb Jr.
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT)

On this 1st day of August, 1952, before me appeared F. J. ADAMS, to me personally known, who being by me duly sworn, did say that he is the VICE-President of GULF 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 F. J. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 1st day of August, 1952.

My commission expires:

Aug 1, 1953

B. R. Jordan
Notary Public
B. R. JORDAN

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal 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.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal 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.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ President of _____ and that the seal affixed to said instrument is the corporate seal 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.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1A, 1B, 7

Name Mazelle Brown Name _____

Address Route 1 Address _____
Opelika, Alabama

Name Thomas C. Brown ✓ Name _____

Address Route 1 Address _____
Opelika, Alabama

Name _____ Name _____

Address _____ Address _____

STATE OF Alabama)
COUNTY OF Lee)

On this 12 day of May, 1952, before me personally appeared Nomelle Brown and husband Thomas A. Brown to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of May, 1952

My commission expires:
March 23-1955

Cornelia Lancia
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1A, 2A, 7, 9A

Name Mabel B. Shaw

Name E. H. Shaw

Address Box 102

Address Box 102

Midland, Texas

Midland, Texas

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

STATE OF Texas)
COUNTY OF Midland)

On this 24th day of March, 19 52, before me personally appeared E.H. Shaw and wife, Mabel B. Shaw to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of March, 19 52

My commission expires:

June 1, 1953

Mary Jane Stearns
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 1B, 2B

Name Hugo O. Anderson
Address P. O. Box 660

Roswell, New Mexico

Name Luis Anderson
Address P. O. Box 660

Roswell, New Mexico

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 27th day of March, 19 52, before me personally appeared Hugo O. Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 19 52

My commission expires: March 24, 1952

William B. McComb, Jr.
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 27th day of March, 19 52, before me personally appeared Lois Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as he free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 19 52

My commission expires: March 24, 1952

William B. McComb, Jr.
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACTS 2A, 2B, 27A

Name Mary E. Wills
 Box 529
Address _____
 Carlsbad, New Mexico

Name _____
Address _____

Name Neil D. Wills
 Box 529
Address _____
 Carlsbad, New Mexico

Name _____
Address _____

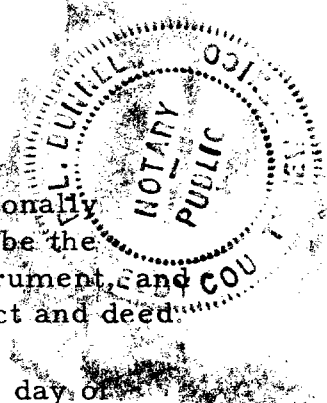
Name Louise Kerthuis
 937 North Canal
Address _____
 Carlsbad, New Mexico

Name _____
Address _____

(a single woman)

STATE OF New Mexico)
COUNTY OF Sandoval)

On this 22nd day of March, 19 52 before me personally appeared Neil H. Mills & Mary L. Mills; Louise Northon known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of March, 19 52

My commission expires:

8-21-54

R. L. Bunnell
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 3

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name Elizabeth M. Carley

Address 200 East Heming

Rowell, New Mexico

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

On this 26th day of June, 1952, before me personally appeared Elizabeth W. Crosby to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of June, 1952.

My commission expires:

April 30, 1956

Madelyn H. Abbott
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACTS 8A+B

SIGNATURES AND ADDRESSES

Name <u>Barbara Phelps Anderson</u>	Name <u>R. T. G. G. G.</u>
Address <u>c/o P. O. Box 660</u>	Address <u>P. O. Box 660</u>
<u>Roswell, New Mexico</u>	<u>Roswell, New Mexico</u>

Name _____	Name _____
Address _____	Address _____
_____	_____

Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 28th day of March, 1951, before me personally appeared Robert O. Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 1951.

My commission expires: March 1954

William B. McLamb
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 28th day of March, 1951, before me personally appeared Barbara Phelps Anderson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of March, 1951.

My commission expires: March 1954

William B. McLamb
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT 8A+B

SIGNATURES AND ADDRESSES

Name Deda Mark Hirschfeld
Address 209 - 2nd St
Ballinger Texas

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF Texas)
COUNTY OF Runnels)

On this 22nd day of March, 19 52, before me personally appeared Alda Mae Hirschfelt to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of March, 19 52.

My commission expires:

June 1, 1953

Pearl Witt
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AND ADDRESSES

Tract 12

Name Lida L. Weaver

Name _____

Address 2310 Comm. Ave. NW.

Address _____

Washington 8. DC

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

STATE OF _____)
COUNTY OF _____ District of _____)
Columbia

On this 27 day of March, 1954, before me personally appeared Richard L. Weaver to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of March, 1954

My commission expires:

[Signature]
Notary Public
NOTARY PUBLIC, D. C.
Commission Expires Nov. 14, 1956

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19____.
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACT 15

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name *Q. H. Russell*

Address *Coolidge 7M*

Name _____

Address _____

Name _____

Address _____

STATE OF New Mexico
COUNTY OF ddy

On this 7 day of July, 1952, before me personally appeared W. Daniel Carls to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of

July 1952

My commission expires:

3-8-55

Katherine S. Clark
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 15

SIGNATURES AND ADDRESSES

Name Shella Sheldon

Address _____

Name _____

Address _____

Name _____

Address _____

Name Vilas P. Sheldon

Address 311 Canyon Blvd
Artista N.M.

Name _____

Address _____

Name _____

Address _____

STATE OF NEW MEXICO)
COUNTY OF EDDY)

On this 3rd day of July, 19 52, before me personally appeared Sheldon & Dellas Sheldon, his wife me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of July, 19 52

My commission expires: 7/5/54

Rosa Jane Clanton
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACT 15

SIGNATURES AND ADDRESSES

Name Mary Ellen Kersey
Address 808 Grand
Artesia N. M.

Name Harold Kersey
Address 808 Grand
Artesia N. M.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

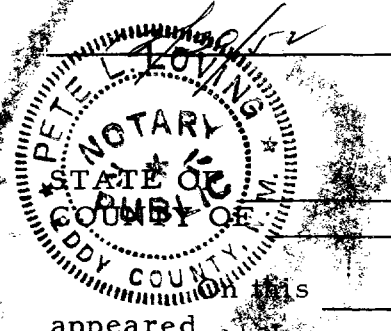
STATE OF N. Mex)
COUNTY OF Eddy)

On this 10th day of July, 19 , before me personally appeared Harold & Mary Ellen Kersey to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as Their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of July, 1952

My commission expires:

Pete L. Loving
Notary Public



On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19____
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

Name _____

Name _____

Address _____

Address _____

Name _____

Name _____

Address _____

Address _____

Name BUFFALO OIL COMPANY

Name _____

1514 Gulf States Building
Address Dallas, Texas

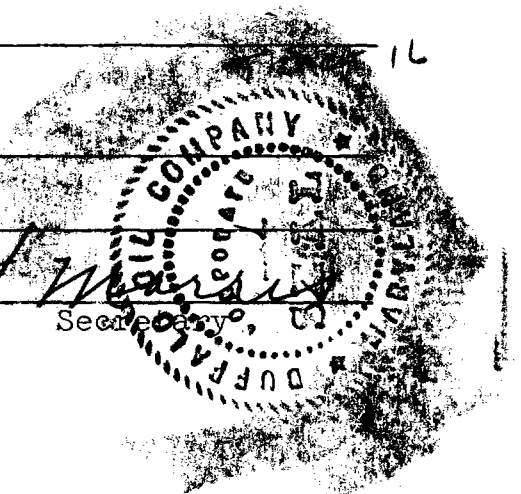
Address _____

M. B. Rubman
Vice President

ATTEST: J. H. [Signature]

Secretary, [illegible]

Buffalo Oil Company, by execution hereof only commits to said Unit Agreement its leasehold interest shown as Tract No. 16 of Exhibit "B" attached to the Unit Agreement.



STATE OF TEXAS)
COUNTY OF Midland)

On this 30th day of June, 1952, before me personally appeared M.B. Taubman to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of June, 1952.

My commission expires: June 30, 1953

Margaret M. Rielly
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

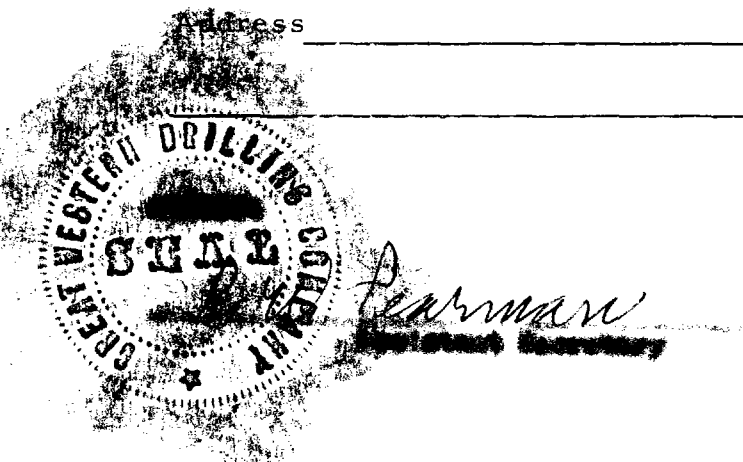
Address _____

Name _____

Address _____

Name _____

Address _____



~~CONFIDENTIAL~~

TRACT 18

P. C. Zucker

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF Lubbock)

On this 6th day of June, 19 38, before me appeared R. C. TUCKER, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

Great Northern Drilling 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 R. C. Tucker acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 6th day of June, 19 38
My commission expires:

_____
Evelyn K. Miles
Notary Public EVELYN K. MILES
Lubbock County, Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

TRACES 24: 27A(1)
27B(1)

SIGNATURES AND ADDRESSES

Name <u>Dorothy Hazel Woodson</u>	Name <u>Jall Woodson</u>
Address <u>Rt. 2 Box 339</u>	Address <u>Rt 2 Box 339</u>
<u>August, Calif.</u>	<u>August Calif</u>

Name <u>Dorothy H Woodson</u>	Name <u>Jall Woodson</u>
Address <u>as above</u>	Address <u>Rt 2 Box 339</u>
	<u>August Calif</u>

Name <u>Dorothy H. Woodson</u>	Name <u>Jall Woodson</u>
Address <u>as above</u>	Address <u>as above</u>

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 19 52 before me personally appeared Dorothy Hazel Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 19 52

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 19 52, before me personally appeared Dorothy H. Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 19 52

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 31st day of March, 19 52, before me personally appeared E. A. Woodson to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 19 52

My commission expires:

MY COMMISSION EXPIRES JULY 4th, 1954

Mary E. Pettinger
Notary Public

STATE OF)
COUNTY OF)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AND ADDRESSES

Name John Ella Anderson

Address 307 W. Grand

Alameda New Mexico

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF New Mexico)
COUNTY OF Eddy)

On this 24 day of March, 1951, before me personally appeared Mrs. Eva Cunningham to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of March, 1951

My commission expires:

4/11/52

Feo Cunningham
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRACIS 24, 27A(1)
27B(1)

Name Walter A. Anderson Name _____

Address Artesia N.M. Address _____

Name _____ Name _____

Address _____ Address _____

Name _____ Name _____

Address _____ Address _____

STATE OF North Dakota
COUNTY OF Eddy

On this 24 day of March, 1954, before me personally appeared Wm. L. Gorman to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24 day of March, 1954

My commission expires:

4/21/56

Geo. E. Gorman
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

TRUST 24, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2

STATE OF Texas)
COUNTY OF Dallas)

On this 31st day of March, 1952, before me personally appeared Catherine A. Duncan to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 1952
My commission expires June 1st, 1952

Evelyn Wheatley
Notary Public
EVELYN WHEATLEY
Notary Public

STATE OF Texas)
COUNTY OF Dallas)

On this 31st day of March, 1952, before me personally appeared Joe B. Duncan to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31st day of March, 1952
My commission expires June 1st, 1953

Evelyn Wheatley
Notary Public
EVELYN WHEATLEY
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19____.
My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

SIGNATURES AND ADDRESSES

Name Lawrence E. Cho

Address 4426-50-34th St

Arlington, Va.

Name _____

Address

Name Mary Josephine Connolly

Address 4426 No. 34th St.

Wharton, Va.

Name _____

Address

Name _____

Address

Name _____

Address

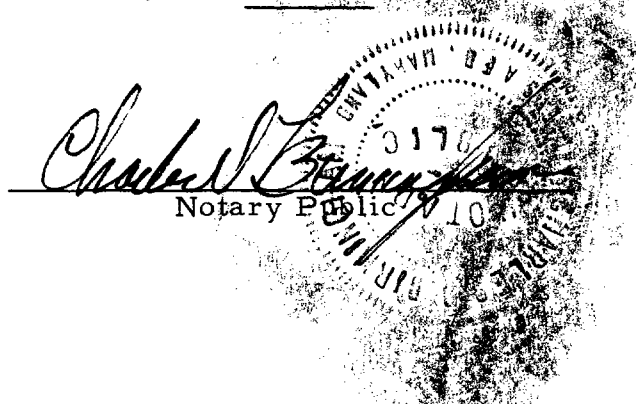
STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES)

On this 1st day of April, 1952, before me personally appeared Lawrence E. Aho to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of April, 1952.

My commission expires:

4 May 1953



STATE OF Virginia)
COUNTY OF Arlington)

On this Third day of April, 1952, before me personally appeared Mary Josephine Connolly Aho to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this Third day of April, 1952.

My commission expires:

March 13th, 1953

Mary E. Zulwiler
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

PAGE 4, 27A(2)
27B(2)

SIGNATURES AND ADDRESSES

Name William A Connolly
Address 9600 Old Bladenburg Rd
Silver Spring Md

Name Anne T Connolly
Address 9600 Old Bladenburg Rd
Silver Spring, Md.

Name _____

Name _____

Address _____

Address _____

Name _____

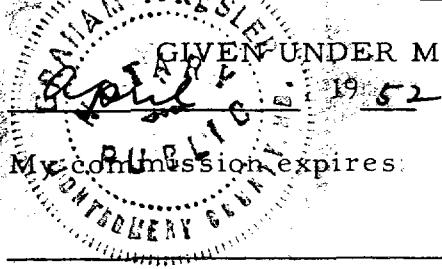
Name _____

Address _____

Address _____

STATE OF Maryland
COUNTY OF Montgomery

On this 4th day of April, 1952 before me personally appeared William A. Connolly to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

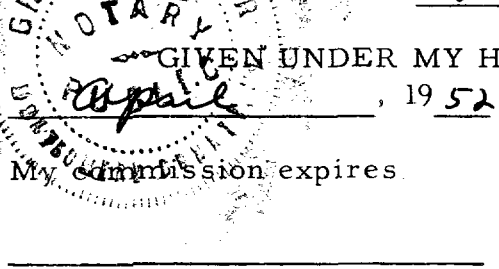


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1952

GRAHAM P. KESLER
Graham P. Kesler
My Commission expires May 4, 1953
Notary Public

STATE OF Maryland
COUNTY OF Montgomery

On this 4th day of April, 1952 before me personally appeared Anne M. Connolly to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of April, 1952

GRAHAM P. KESLER
Graham P. Kesler
My Commission expires May 4, 1953
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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SIGNATURES AND ADDRESSES

Name Ruby Ray Swope
Address BRIDGEPORT, TEXAS

Name Will P. Swope
Address BRIDGEPORT, TEXAS

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF Texas)
COUNTY OF Wise)

On this 28 day of March, 1952, before me personally appeared Will G. Swope to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of March, 1952

My commission expires:
June 1-1953

E. Baldridge
Notary Public

STATE OF Texas)
COUNTY OF Wise)

On this 28 day of March, 1952, before me personally appeared Ruby Ray Swope to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of March, 1952

My commission expires:
June 1-1953

E. Baldridge
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

EXHIBIT 29

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name Miller R Choate

Address Fairbanks
Ariz.

Name Mrs. E. M. Choate

Address Fairbanks
Arizona

Name _____

Address _____

STATE OF _____)
COUNTY OF _____)

On this 20th day of March, 1951, before me personally appeared William J. Green to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that it executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of _____, 1951.



James D. Green
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT 33(1)

SIGNATURES AND ADDRESSES

Name A H Schrock

Address Route #2

Plainview, Texas

Name Georgia Schrock

Address Route #2

Plainview, Texas

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF Texas)
COUNTY OF Hale)

On this 12th day of April, 19 52 before me personally appeared A. H. Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of April, 19 52.

My commission expires: June 1st, 1953

Melba Jo Roberts (Melba Jo Roberts)
Notary Public

STATE OF Texas)
COUNTY OF Hale)

On this 12th day of April, 19 52, before me personally appeared Georgia Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of April, 19 52.

My commission expires: June 1st, 1953

Melba Jo Roberts (Melba Jo Roberts)
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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SIGNATURES AND ADDRESSES

TRACT 33(1)

Name John H. Schrock Name _____

Address 1620 S. Meadowbrook Address _____

Dallas, Texas _____

Name Margaret Schrock Name _____

Address 1620 S. Meadowbrook Address _____

Garland, Texas _____

Name _____ Name _____

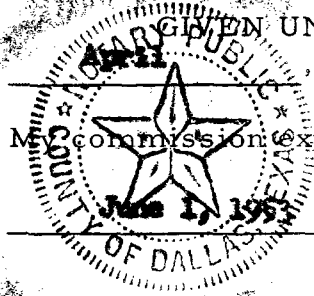
Address _____ Address _____

STATE OF TEXAS)
COUNTY OF DALLAS)

On this 18th day of April, 19 52, before me personally appeared John S. Schrock and wife, Marjorie Schrock to me known to be the person^s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of April, 19 52

My commission expires June 1, 1953


La Verne Thompson
Notary Public
LA VERNE THOMPSON
Notary Public, Dallas County, Texas

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __

My commission expires _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 __

My commission expires _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

Given under my hand and notarial seal this _____ day of _____, 19 __
My commission expires _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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TRACT 33(1)

SIGNATURES AND ADDRESSES

Name L. H. Schrock

Name _____

Address 4020 Cody

Address _____

Wheatridge, Colo.

Name Bernice M. Schrock

Name _____

Address 4020 Cody St.

Address _____

Wheatridge, Colo.

Name _____

Name _____

Address _____

Address _____

STATE OF MISSOURI)
COUNTY OF JEFFERSON)

On this 10 day of April, 19 52, before me personally appeared L. T. Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of April, 19 52

My commission expires: August 18, 1954

S. Charline Curry
Notary Public

STATE OF MISSOURI)
COUNTY OF JEFFERSON)

On this 10 day of April, 19 52, before me personally appeared Bernice M. Schrock to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of April, 19 52

My commission expires: August 18, 1954

S. Charline Curry
Notary Public

STATE OF MISSOURI)
COUNTY OF JEFFERSON)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Tract 33(1)

SIGNATURES AND ADDRESSES

Name W. J. Wapner
Address 1145 S. Main
Wichita, Kan.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

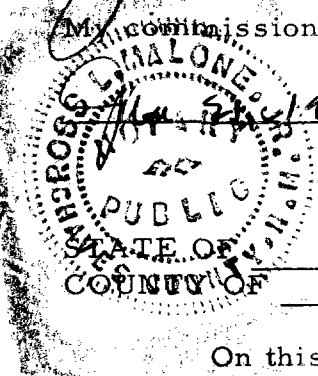
STATE OF New Mexico
COUNTY OF Chavez

On this 25 day of April, 1952, before me personally appeared W. J. Meeker to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of April, 1952

My commission expires May 15 1956

Ross L. Malone
Notary Public



STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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Tract 33(1)

SIGNATURES AND ADDRESSES

Name Ethel Schrock Webb

Address _____

Name _____

Address _____

Name _____

Address _____

Name Edward E. Webb

Address Protection

Name _____

Address _____

Name _____

Address _____

STATE OF Illinois
COUNTY OF DeKalb

On this 2nd day of May, 1952 before me personally appeared Edgar Stuart Webb & Fred E. Webb to me known to be the persons described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of May

My commission expires 6-22-53

[Signature]
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires: _____

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

SIGNATURES AND ADDRESSES

TRAC 35(1)

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name James H. Hinkle

Address Roswell, N. M.

H. H.

Name Lillian J. Hinkle

Address Roswell, N. M.

Name _____

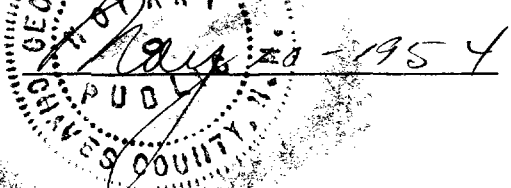
Address _____

STATE OF New Mexico)
COUNTY OF Chaves)

On this 13th day of May, 1952, before me personally appeared Clarence E. Hinkle and Lillian T. Hinkle to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of May, 1952

My commission expires



Georgia J. Bippus
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

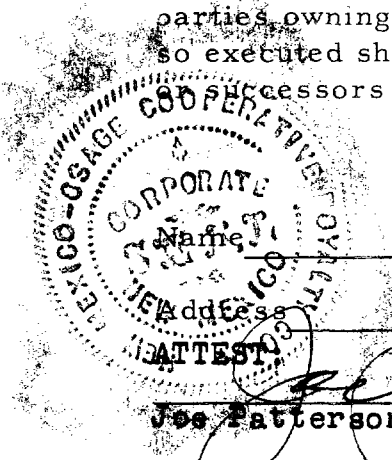
This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns and successors in interest.

SIGNATURES AND ADDRESSES

TRACT 35(2)

Name _____

Address _____

 *Joe Patterson*
Joe Patterson, Sec.-Treas.

Name _____

Address _____

Name _____

Address _____

Name NEW MEXICO-OSAGE CO-OPERATIVE
ROYALTY COMPANY

Address _____

By *James W. Patterson*
President

Name _____

Address _____

Name _____

Address _____

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of March, 1952

My commission expires 3-11-1955

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires _____

Notary Public

STATE OF NEW MEXICO)
COUNTY OF De Baca)

On this 3 day of April, 1952, before me appeared JAMES W. PATTERSON, to me personally known, who, being by me duly sworn, did say that he is the _____ President of the New Mexico-Osage Co-operative Royalty 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 James W. Patterson acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 3 day of April, 1952

My commission expires 3-11-1955

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRAC 35(3)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name May Patterson

Address 1014 N W 97

Okla. City 14 Okla

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

STATE OF Oklahoma)
COUNTY OF Oklahoma)

On this 14th day of April, 1952, before me personally appeared May Patterson, a widow to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14th day of April, 1952

My commission expires:

Jan 31st 1953

W D Gorrer
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRACT 35(4)

SIGNATURES AND ADDRESSES

Name Frank T. Hight
Address 2641 So. Trenton
Tulsa 5, Okla

Name Lena Hight
Address same

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

STATE OF Oklahoma)
COUNTY OF Tulsa)

On this 30 day of June, 1952 before me personally
appeared Armed T. Hildt to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of
June, 1952

My commission expires:

Dec 17, 1954.

E. B. Benton
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally
appeared _____ to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of
_____, 19____

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared
_____, to me personally known, who, being by me duly
sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRACT 35(5)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

Name Ed Reunion

Address 1148 So Evanston

Tulsa Okla

Name Lydia M. Fieau

Address 1148 So Evanston St

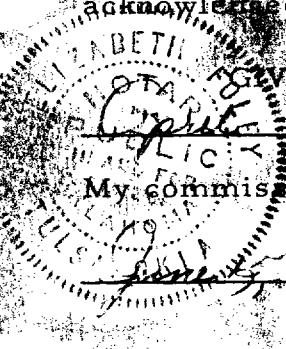
Tulsa, Okla

Name _____

Address _____

STATE OF Oklahoma
COUNTY OF Indian

On this 3rd day of April, 1952, before me personally appeared C. P. Nison and Julia M. Nison to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of April, 1952.

My commission expires: January 5, 1955

Elizabeth Foley
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest

TRACT 36(2)

SIGNATURES AND ADDRESSES

Name _____

Address _____

Name

Samuel Herrick

Address

1713 K St.
Wash'n. 6 D.C.

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

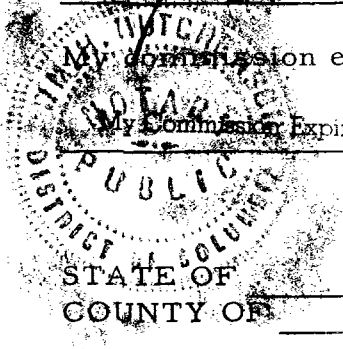
Name _____

Address _____

State of Columbia
STATE OF _____
COUNTY OF _____

On this 7th day of April, 1952, before me personally appeared JAMES HERRIN to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of April, 1952



James H. Hutcherson
Notary Public SC

My commission expires: _____
My Commission Expires Sept. 14, 1953

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally appeared _____ to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____

My commission expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Lakewood Unit Area, County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement and any modifications thereof approved by the Secretary of the Interior or his duly authorized representative as applicable to said several lands and interests, agree that the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns or successors in interest.

7/21/57 (1)

SIGNATURES AND ADDRESSES

Name Nola Hornbeck
Address Biltmore Hotel
Dayton Ohio

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

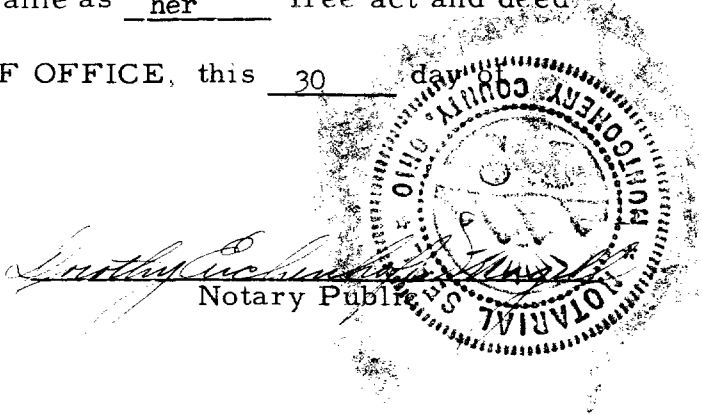
Name _____
Address _____

STATE OF Ohio)
COUNTY OF Montgomery)

On this 30 day of April, 19 52, before me personally appeared Nola Hornbeck to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of April, 19 52.

My commission expires:
DOROTHY CLOMENHOFER MAGILL, Notary Public
In and for Montgomery County, Ohio
My Commission Expires March 22, 1953



STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me personally appeared _____ to me known to be the person _____ described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19 ____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19 __, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____

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.

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

My commission expires:

Notary Public