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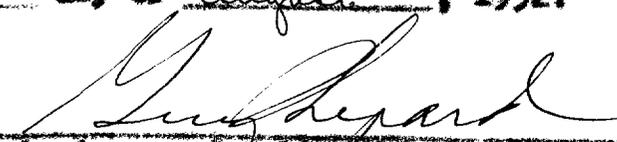
CERTIFICATE OF APPROVAL
BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
OF UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION OF
CLOUDCROFT UNIT AREA, OTERO COUNTY
NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, an agreement for the development and operation of the Clouderoft Unit Area, Otero County, New Mexico, dated the 8th day of October, 1951, in which Southern Production Company, Inc., is designated as Operator, and which has been executed by various parties owning and holding oil and gas leases embracing lands within the Unit Area, and upon examination of said Agreement the Commissioner finds:

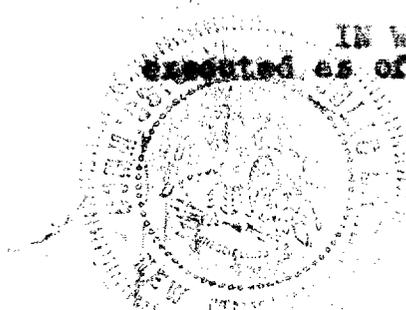
- (a) That such Agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said fields;
- (b) That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under its land in the area affected;
- (c) That the Agreement is in other respects for the best interest of the State;
- (d) That the Agreement provides for the unit operation of the field, for the allocation of production, and the sharing of proceeds from a part of the area covered by the agreement on an acreage basis as specified in the agreement.

NOW, THEREFORE, by virtue of the authority conferred upon me by the Laws of the State of New Mexico, I, the undersigned Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the above referred to Clouderoft Unit Agreement as to the lands of the State of New Mexico committed thereto, and all oil and gas leases embracing lands of the State of New Mexico committed to said Agreement shall be and the same are hereby amended so that the provisions thereof will conform to the provisions of said Unit Agreement and so that the length of the secondary term of each such lease as to the lands within the unit area will be extended, in so far as necessary, to coincide with the term of said Unit Agreement, and in the event the term of said Unit Agreement shall be extended as provided therein such extension shall also be effective to extend the term of each oil and gas lease embracing lands of the State of New Mexico committed to said Unit Agreement which would otherwise expire, so as to coincide with the extended term of such Unit Agreement.

IN WITNESS WHEREOF, this certificate of approval is executed as of this the 5th day of August, 1952.


Commissioner of Public Lands of the
State of New Mexico

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UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY
WASHINGTON 25, D. C.

Danciger Oil and Refining Company
W. T. Waggoner Building
Fort Worth, Texas

Gentlemen:

Reference is made to your application, filed with the Oil and Gas Supervisor on October 3, 1950, requesting designation of certain lands in Ts. 16, 17 and 18 S., Rs. 11 and 12 E., W.M.P.M., New Mexico, as logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to regulations of January 17, 1947, 30 C. F. R., section 226.3, the following land is designated as a logical unit area to be known as the Cloudercroft Unit Area:

New Mexico Principal Meridian, New Mexico

- T. 16 S., R. 11 E.,
secs. 11-14, inclusive, all;
sec. 22, lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
secs. 23-26, inclusive, all;
sec. 27, E $\frac{1}{2}$;
sec. 34, E $\frac{1}{2}$;
secs. 35 and 36, all.
- T. 17 S., R. 11 E.
secs. 1-3, inclusive, all;
sec. 3, all;
sec. 9, NW $\frac{1}{4}$, S $\frac{1}{2}$;
secs. 10-16, inclusive, all;
sec. 17, N $\frac{1}{2}$, SE $\frac{1}{4}$;
secs. 21-28, inclusive, all;
sec. 34, lots 1 and 2, N $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{4}$;
secs. 35 and 36, all.
- T. 18 S., R. 11 E.,
secs. 1 and 2, all;
sec. 12, all.
- T. 16 S., R. 12 E.,
secs. 7-10, inclusive, all;
secs. 15-22, inclusive, all;
secs. 27-34, inclusive, all.

T. 17 S., R. 12 E.,
secs. 3-10, inclusive, all;
sec. 11, SW $\frac{1}{4}$;
sec. 14, W $\frac{1}{2}$;
secs. 15-22, inclusive, all;
sec. 23, NW $\frac{1}{4}$, S $\frac{1}{2}$;
secs. 26-36, inclusive, all.

T. 18 S., R. 12 E.,
secs. 1-11, inclusive, all;
sec. 12, NW $\frac{1}{4}$;
sec. 14-17, inclusive, all;
sec. 18, lots 1-6, inclusive, E $\frac{1}{2}$;
sec. 20, N $\frac{1}{2}$;
sec. 21, N $\frac{1}{2}$, SE $\frac{1}{4}$;
secs. 22 and 23, all.

Any unit agreement submitted for the above described area should conform with section 226.12 of the above cited regulations and provide for a test well drilled to a depth of 6500 feet.

Your application stated that you intended to follow forms heretofore approved by the Department of the Interior. However, in the event you should decide to use any form other than a standard text, three copies thereof should be submitted through the Supervisor's office for preliminary approval and all deviations from the guide form should be plainly marked and explained. In any form, the term should not exceed five years.

When the executed agreement is transmitted to the Supervisor for approval, include the latest status of all Federal acreage, showing the current record owner of all issued leases and the current status of all lease applications, if any. Notice is hereby given that the right is reserved to deny approval to any executed agreement submitted, which in the Survey's opinion does not have the full commitment and sufficient lands to afford effective control of unit operations.

Very truly yours,

Thomas L. Nolan
Acting Director

LARGE FORMAT
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BEEN REMOVED
AND IS LOCATED
IN THE NEXT FILE

LARGE FORMAT
EXHIBIT HAS
BEEN REMOVED
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EXHIBIT "B"

Case #1352

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GEOLOGY - CLOUDCROFT STRUCTURE
Otero County, New Mexico

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by Harvard Giddings

The Sacramento Mountains form a prominent structural ridge in southeastern New Mexico. At the front of the mountains, there probably is a large fault which dropped Tularosa Basin downward in relation to these mountains. Eastward, from the crest of the Sacramento Mountains, the sedimentary beds of Permian age dip gently toward the Permian Basin of Texas. The escarpment face of the Sacramento Mountains contain a fairly complete sequence of beds from Ordovician times up to middle Permian. Since rocks of equivalent age form the reservoir beds for much of the oil production in West Texas and Eastern New Mexico, it is believed that under suitable structural conditions the Sacramento Mountains should also be productive.

It is believed that favorable structural conditions have been found along the crest of the mountains southeast of the town of Cloudcroft. This structure, which the writer called the Cloudcroft Structure, consists of a large anticline with approximately 750 feet of closure. It occupies an area approximately eighteen miles long and eight miles wide. The accompanying map which shows this structure is contoured on the top of the Glorieta sandstone of the Permian. Elevations of the outcrops were obtained with an aneroid and the locations were plotted from a topographical map. The amount of closure of the structure is controlled by the amount of west dip or reversal. Here the Permian beds form part of the Sacramento escarpment and the west dip may extend past this escarpment into the area where the beds have been eroded, thus increasing the reversal somewhat. The closure is also controlled on the southwest by the drag into the Sacramento River fault. Here, the amount of southwest dip is believed to be approximately as mapped. East dip is normal dip and extends eastward for miles.

Alamo Canyon, which enters Tularosa basin approximately three miles southeast of the city of Alamogordo, has a representative section of beds. The beds found in the canyon are expected to extend eastward under the mountains and may be expected in general to be on the Cloudcroft Structure. This section was first sampled by Dr. H. T. Drake and the writer. The section was started in the Antecyn of the Ordovician and continued to the top of the Permian. A thickness of 300 feet of dolomite was found. It is

Case #382

probable that under the Montoya, some El Paso dolomites of the Ordovician will also be found although they were not measured by the writer. Above the Montoya are the Fusselman dolomites of the Silurian with a thickness of two to three hundred feet, then the Percha shale of the Devonian approximately 150 feet thick. The Lake Valley lime of the Mississippian here is approximately 350 feet thick. The Magdalena formation of the Pennsylvanian, which contains numerous sands, shales and limes, has a thickness in the Canyon of approximately 3100 feet. The Permian System is represented by four formations, the Abo with a thickness of approximately 300 feet, the Yeso which varies from 1100 to 1600 feet thick, the Glorieta approximately 20 feet thick, and the San Andres, of which only the lower 200 to 500 feet is present. The upper part of the San Andres limestone has been eroded throughout the area mapped.

A very considerable amount of oil production has been found in Eastern New Mexico and West Texas in beds which are equivalent to those found in Alamo Canyon and are expected under the Cloudercroft Structure. Any oil migrating up-dip from a large section of Eastern New Mexico might reach the Sacramento Mountains and there be trapped in the Cloudercroft Structure. The writer, therefore, recommends this structure as prospective for the production of oil and gas.

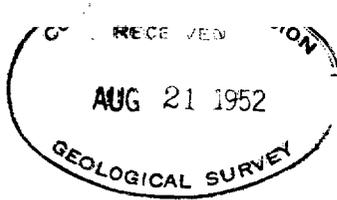
It is recommended that a well be drilled to test the possibilities of production of oil and gas on the Cloudercroft Structure. The area adjacent to the southeast corner of T-16-S, R-11-E and the southwest corner of T-16-S, R-12-E is believed to be the highest part of the structure. A well drilled in this locality should be favorably located and this vicinity is recommended as a well site.

RECOMMENDATIONS:

H. Giddings
August 29, 1950

Geological Engineer
American Petroleum Company.

H. Giddings



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AUG 27 1952
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the Act approved February 25, 1920, 41 Stat. 437, 30 W.P.S.C. Secs. 181, et seq., as amended by the Act of August 8, 1946, 60 Stat. 950, and delegated to the Director of the Geological Survey pursuant to Departmental Order 2365 of October 8, 1947, 43 C.F.R. Sec. 4.611, 12 F.R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Cloudercroft Unit Area, State of New Mexico.

B. Certify and determine that the unit plan of development and operation set forth in the attached agreement is necessary and advisable in the public interest and is for the purpose of more properly conserving the natural resources of the unit area.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

OCT 28 1952

Dated _____

Acting

Thomas B. Nolan

Director, United States Geological Survey

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JUN 4 1952
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE CLOUDCROFT UNIT AREA
COUNTY OF OTERO, STATE OF NEW MEXICO



~~F~~ Ser. No. 14-08-001- 339

THIS AGREEMENT, entered into as of the 8 day of October 1951
by and between the parties subscribing, ratifying or consenting hereto, and
herein referred to as the "parties hereto",

W I T N E S S E T H :

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

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended
by the Act of August 8, 1946, 60 Stat. 950, 30 U. S. C, Sections 181 et seq.,
authorizes Federal lessees and their representatives to unite with each
other, or jointly or separately with others, in collectively adopting and
operating under 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 pur-
pose of more properly conserving the natural resources thereof whenever de-
termined 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 (Chapter 72, Laws 1935)
to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the
CLOUDCROFT 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, applicable State laws and operating regulations not inconsistent with the terms hereof 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

- T. 16 S., R.11 E.,
Secs. 11-14, inclusive, all;
Sec. 22, Lot 1, SE/4 NE/4; SE/4;
Secs. 23-26, inclusive, all;
Sec. 27, E/2;
Sec. 34, E/2;
Secs. 35 and 36, all.
- T. 17 S., R.11 E.
Secs. 1-3, inclusive, all;
Sec. 8, all;
Sec. 9, NW/4; S/2;
Secs. 10-16, inclusive, all;
Sec. 17, N/2; SE/4;
Secs. 21-28, inclusive, all;
Sec. 34, Lots 1 and 2, N/2; N/2 SE/4;
Secs. 35 and 36, all.
- T. 18 S., R. 11 E.,
Secs. 1 and 2, All;
Secs. 12, All.
- T. 16 S., R.12 E.,
Secs. 7 - 10, inclusive, all;
Secs. 15-22, inclusive, all;
Secs. 27-34, inclusive, all.

T. 17 S., R.12 E.,
Secs. 3 - 10, inclusive, all;
Sec. 11, SW/4;
Sec. 14, W/2;
Secs. 15-22, inclusive, all;
Sec. 23, NW/4; S/2;
Secs. 26-36, inclusive, all;

T. 18 S., R.12 E.,
Secs. 1-11, inclusive, all;
Sec. 12, NW/4;
Sec. 14-17, inclusive, all;
Sec. 18, Lots 1-6, inclusive, E/2;
Sec. 20, N/2;
Sec. 21, N/2; SE/4;
Secs. 22 and 23, all.

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", or the Commissioner of Public Lands hereinafter referred to as "Commissioner", and not less than five (5) copies of the revised exhibits shall be filed with the Supervisor, and at least one copy shall be filed with the Commissioner, and one copy with the New Mexico 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

sion 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. Southern Production Company, Inc. is hereby designated as Unit Operator and by signature hereto commits to this agreement all interests in unitized substances vested in it as set forth in Exhibit "B", and 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 interests 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 him from his duties and obligations and terminate

his rights as such for a period of six (6) months after notice of intention to resign has been served by him on all working interest owners, the Director and Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment as may be required by the Supervisor as to Federal Lands, and the Commission as to State and privately owned lands, 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 after a participating area or areas have been established provided a successor unit operator has been selected and approved and has agreed to accept the duties and responsibilities of Unit Operator effective upon the relinquishment of such duties and responsibilities by the retiring Unit Operator. 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 his 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 resign 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 percent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than 75 per cent of the total working interests, 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 in conducting Unit Operations hereunder shall be paid in the first instance by Unit Operator, and such costs and expenses so paid by Unit Operator shall be apportioned among and borne by the owners of working interests and the Unit Operator reimbursed, 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 as between the working interest owners and Unit Operator may provide for such limitations upon the power of the Unit Operator respecting the liability of the working interest owners for cost of operations hereunder 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 (3) true copies of any Unit Operating Agreement executed pursuant to this section shall be filed with the Supervisor.

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 of 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 Six (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 privately-owned 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 Ellenburger limestone 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 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 to a depth in

excess of 6,500 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 six (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, if on Federal land, or the Commissioner if on State, or the Commission if on privately-owned land, 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 the 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 the 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 Six (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 six (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 oil and gas 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 Commission 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 or the 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 land 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, except that as among The Texas Company, Southern Production Company, Inc., and C. H. Murphy, Jr., the allocation to each of them as to their working interest in the acreage owned by each of them as shown on Exhibit "B" shall be 2/8th to The Texas Company, 3/8th to Southern Production Company, Inc., and 3/8th to C. H. Murphy, Jr. regardless of the acreage owned by each of said three parties. This exception shall not affect the allocation of royalties, overriding royalties or production payments, if any, on an acreage basis as above provided. 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 be also revised accordingly. The effective date of any revision shall be the first of the month in which is obtained 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 apportionment of any sums accrued or paid for production obtained prior to the effective date of 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 and the amount thereof deposited, as directed by the Supervisor and 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, and Commissioner as to wells on State land, and the Commission as to wells on privately-owned 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 be allocated to the land on which the well is located so long as that well is not within a participating area established for the pool or deposit from which such production is obtained.

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, 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, subject to the exception in Section 11 hereof, each tract of unitized land shall have allocated to it such percentage of said production as the number of acres in such tract 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, any 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 approval of the Supervisor as to Federal land, the Commissioner as to State land, and the Commission as to privately-owned land, 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 transferred to and 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 establishment or the enlargement of a participating area, 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 any State 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 interests 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 Unit Operator introduces gas obtained from sources other than the unitized substances 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, the Commissioner and the Commission, a like amount of gas if available, 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.

Royalty due on account of State and privately-owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

15. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States, or as otherwise provided by law or regulation. Such rental or minimum royalty may be waived, suspended or reduced to the extent authorized by law and regulation.

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 be deemed to accrue and become payable during the primary term thereof and thereafter 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.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, sub-leases 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 hereby consent that the Secretary and the Commissioner, respectively, shall and 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 to said requirements to the provisions of this agreement, and without limiting the generality of the foregoing, all leases, sub-leases 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 produce wells situated on land therein embraced.

(c)- Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and Commissioner, or their duly authorized representatives 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, sub-lease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other

than those of the United States and the State of New Mexico, 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. Termination of this agreement shall not affect any lease which, pursuant to the terms thereof, or applicable law, shall continue in full force and effect thereafter.

(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 the lease remains committed hereto provided a valuable deposit of unitized substances is discovered within the Unit Area prior to the expiration date of the primary term of such lease.

(f)- Each sub-lease 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.

19. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests 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, 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 or his duly authorized representative and shall terminate in five (5) years after such 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 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 case the agreement shall remain in effect so long as unitized substances can be produced from the unitized land in paying quantities 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 provided in Section 6 or Section 9 hereof.

This agreement may be terminated at any time by not less than 75 percentum, on an acreage basis - of the owners of working interests signatory hereto, with the approval of the Director and Commissioner.

21. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and within the limits made or fixed by the Commission to alter or modify the quantity and rate of production under this agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided further that no such alteration or modification shall be effective as to 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.

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 on account of delay or failure in whole or in part to comply with any applicable provision thereof 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, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper 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 provision 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, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission, and to appeal from orders issued under the regulations of said Department, the Commissioner or Commission, or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department of the Interior, the Commissioner, or Commission, 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 post paid 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 or unitized land or substantial interest therein shall fail and the true owner cannot be induced to join this unit agreement, so that such tract is not committed to this unit agreement, or the operation thereof hereunder becomes impractical as a result thereof, such tract may be eliminated from the unitized area, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of said acreage. In the

event of a dispute as to title as to any royalty, working or other interests subject thereto, the Unit Operator may withhold payment or delivery on account thereof 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 shall be withheld, but such funds shall be deposited with the Bureau of Land Management, or as directed by the Supervisor, and with 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 working interest owner in that tract may withdraw said tract from this agreement by notice to the Director, Commissioner and the Unit Operator prior to the approval of this agreement by the Director. 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 of such rights subscribing or consenting to this agreement, and, if such owner is also a working interest owner, by subscribing to the Unit Operating Agreement. It is understood and agreed, however, that 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, if any, pertaining to such joinder, as may be provided for in the Unit Operating Agreement, and it is also understood and agreed that after discovery of unitized substances in paying quantities hereunder, a subsequent joinder by a non-working interest owner must be consented to by the working interest owner responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A subsequent joinder shall be effective as of the first day of the month following the filing with the Supervisor, the Commissioner and the Commission of duly executed counterparts of all or any papers necessary to establish effective commit-

ment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Commissioner or Commission.

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. During the life of this agreement, no right to surrender any lease or operating agreement reserved in any such instrument shall be exercised as to any lands within a participating area established pursuant to this agreement. There shall be no restriction on the right to surrender any lease or operating agreement embracing non-participating lands if that right is reserved in such instrument, subject, however, to the conditions hereinafter prescribed: (a) if a lease or portion thereof embracing non-participating lands is terminated as a result of a surrender to the lessor, such lands shall not be deemed committed to this agreement unless and until such lands are recommitted hereto by an agreement with the Unit Operator; (b) if operating rights are surrendered to a lessee, said lessee shall have the right to become a party to a unit operating agreement with the Unit Operator, effective as of the date of such surrender, or may with the consent of the lessor withdraw such lease from the unit agreement and operate such lease independently but in accord with the conservation provisions of the unit agreement, provided, that if neither of these alternatives is adopted within a period of six (6) months following the effective date of surrender, the lease shall automatically terminate as to the lands remaining in the unit area.

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

P. CO., INC.		
APPROV.	BY	DATE
LAND	<i>[Signature]</i>	10/15/51
and	<i>[Signature]</i>	10/17/51
ACTG.		
LEGAL	<i>[Signature]</i>	10/17/51

ATTEST:

[Signature]
B. Magruder, Jr. Ass't. Sec'y.

SIGNATURES AND ADDRESSES:

SOUTHERN PRODUCTION COMPANY, INC.

By *[Signature]*
J. E. Vaeth, Vice-President

Address: P. O. Box 670
Fort Worth, Texas

Date: October 15, 1951

UNIT OPERATOR

THE TEXAS COMPANY

By *[Signature]*
C. E. Williams, Attorney-in-Fact

Address: P. O. Box 1720
Fort Worth, Texas

Date: October 12, 1951

Witnesses to signature of
C. H. Murphy, Jr.:

[Signature]

[Signature]

[Signature]
C. H. Murphy, Jr.

Address: First National Bank Bldg.,
El Dorado, Arkansas

Date: October 8, 1951.

WMS 10/10/51

[Signature]

STATE OF ARKANSAS)
COUNTY OF UNION)

ON this 8th day of October, 1951, before me personally appeared
G. E. MURPHY, JR. 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 8th day of October, 1951.



Dean Miller
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT)

On this the 12th day of October, personally appeared before
me G. B. Williams, Attorney-in-Fact for The Texas Company, to
me known to be the person who executed the foregoing instrument
in behalf of The Texas Company, and acknowledged that he executed
the same as the free act and deed of said The Texas Company.

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

G. B. Williams
Notary Public in and for Tarrant
County, Texas.

My Commission Expires: 6-1-53

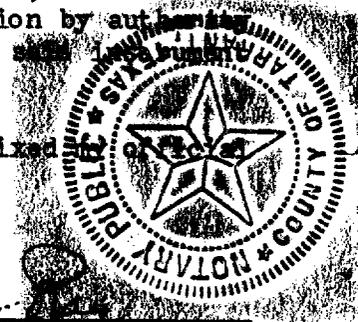


STATE OF TEXAS)
COUNTY OF TARRANT)

On this, the 15th day of October, 1951, personally appeared J.E.VAETH,
to me personally known, who being by me duly sworn did say that he is the Vice-
President of SOUTHERN PRODUCTION COMPANY, INC., and that the seal affixed to
the foregoing 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 the said J. E. VAETH acknowledged
to be the free act and deed of said corporation.

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

Esther M. Ray
Notary Public in and for Tarrant County,
Texas



My commission expires
June 1, 1953.

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

CLOUDCROFT UNIT AREA

OTERO COUNTY - NEW MEXICO

EXHIBIT "B"

SCHEDULE SHOWING PERCENTAGE AND KIND OF OWNERSHIP OF
OIL AND GAS INTERESTS IN ALL LANDS IN THE UNIT AREA

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage		Working Interest and Percentage
1	NE; S/2 NW; N/2 SW Sec. 17, T 18S, R 12E	519.88	HM-A-011308 5/14/53	U. S. All	Ruth Bigler Lytle			The Texas Company 86-1/2%
2	W/2 W/2 Sec 4; E/2; E/2 SW; Sec. 8; W/2 Sec. 9; N/2 NW Sec. 17; NE SE; SE NE Sec. 18; T 18S, R 12E	1,014.61	HM-A-011309 6/1/53	U. S. All	Wilbur J. Acree			The Texas Company 86-1/2%
2-A	SE Sec. 7; W/2 SW; SE NW Sec. 8; E/2 NW; W/2 NE; NE NE Sec. 18; T 18S, R 12E	480.00	HM-A-011309 6/1/53	U. S. All	Wilbur J. Acree			The Texas Company 86-1/2%
3	All Sec. 1; NE; E/2 NW and E/2 SE Sec. 2; NE; E/2 NW; E/2 SE Sec. 12; T 18S, R 11E	1,284.83	HM-A-011310 6/1/53	U. S. All	Mrs. Virginia Sears			The Texas Company 86-1/2%
4	W/2 Sec. 33; T 17S, R 12E	320.00	HM-A-011311 6/1/53	U. S. All	W. R. McCamy			Southern Production Company and C. H. Murphy, Jr. 82-1/2%
4-A	N/2; N/2 S/2 Sec. 29; T 17S, R 12E, W/2 SE; and Lot 4 Sec. 2, T 18S R 11E	600.29	HM-A-011311 6/1/53	U. S. All	M. R. McCamy US PLO #656 8/15/50			Southern Production Company and C. H. Murphy, Jr. 82-1/2%
5	All Sec. 32, T 17S, R 12E	647.15	HM-A-011520 7/1/53	U. S. All	Wilma Beery Commer			The Texas Company 86-1/2%

Wilma Beery Commer - 1%
under option agreement

Ralph S. Powell - 5%
under option agreement

Ralph S. Powell - 5%
under option agreement

Mrs. Virginia Sears - 1%
under option agreement

Wilbur J. Acree - 1%
under option agreement

Wilbur J. Acree - 1%
under option agreement

Ruth Bigler Lytle - 1%
under option agreement

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
6	NW; W/2 NE; NE NE; E/2 SE; SW SE Sec. 21, NW NW; S/2 NW; SW; SW NE W/2 SE Sec. 22; NW; W/2 NE; E/2 SW; W/2 SE; SE SE Sec. 27; NE Sec. 34; W/2 NW; SW Sec. 35, T 17S, R 12E	1,638.42	HM-A-011521 7/1/53	U. S. All	Willie Berry	Willie Berry under option agreement	The Texas Company 86-1/2%
6-A	S/2 S/2 Sec. 29, T 17S, R 12E	160.00	HM-A-011521 7/1/53	U. S. All	Willie Berry	Willie Berry under option agreement	The Texas Company 86-1/2%
7	West 15 acres out of NW NE Sec. 7; T 16S, R 12E	15.00	NM-07799 3/26/52	U. S. All	E. D. Coady	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%
8	E/2 Sec. 33; E/2; E/2 NW Sec. 35; T 17S, R 12E; Lots 3 and 4; SW Sec. 3; Lots 1, 2, and 3; SE; E/2 SW Sec. 4; E/2 Sec. 9; W/2 SE; SE SE Sec. 18; T 18S, R 12E	1,832.78	HM-A-020860 3/16/50 Application	U. S. All	John L. Mountjoy	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
8-A	Lots 2, 3, 4, 5 Sec. 18; T 18S, R 12E, SW; SW NW Sec. 2; W/2 NW; E/2 SW; W/2 SE Sec. 12, T 18S, R 11E	560.88	HM-A-020860 Application 3/16/50	U. S. All	John L. Mountjoy US PLO #656 8/15/50	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%
9	W/2 Sec. 14; NW SE; N/2 SW; SW SW Sec. 15; N/2 SW; SW SW Sec. 21; E/2 E/2 Sec. 22; SE; W/2 Sec. 23; NW; S/2 S/2; NE SE Sec. 26; E/2 NE; W/2 SW Sec. 27, All Sec. 28, NW Sec. 34; T 17S, R 12E	2,560.00	HM-A-020861 3/1/57	U. S. All	Danny Briscoe	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
10	S/2; S/2 N/2 Sec. 17; S/2 NE; NE SW; SE Sec. 18; Lot 2, SE NW; NE NW; NE Sec. 19; NE Sec. 20; N/2; N/2 SE; SE SE Sec. 21; W/2 SW Sec. 22; T 16S, R 12E	1,720.30	NM-04374 8/1/56	U. S. ALL	E. P. Miremont	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
10-A	NW Sec. 20, T 16S, R 12E	160.00	NM-04374 8/1/56	U. S. ALL	E. P. Miremont	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc. and C. H. Murphy, Jr. 82-1/2%
10-B	S/2; NW Sec. 16, T 16S, R 12E	480.00	NM-04374 12/5/50	U. S. ALL	E. P. Miremont	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
10-C	NE Sec. 16; T 16S, R 12E	160.00	NM-04374 Application 12/5/50	U. S. ALL	E. P. Miremont	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
*11	Lots 3 and 5; S/2 NE; NE NW; W/2 NE SW NW; SE SW NW; E/2 SE NW; E/2 W/2 SE NW; E/2 NW NE SW; E/2 NE SW; N/2 SE; N/2 SE SE Sec. 7; NE; NE NW; S/2 NW; N/2 SW; NE NE SE; W/2 E/2 SE; W/2 SE Sec. 8; N/2; N/2 N/2 SW; SE NE SW; E/2 SE SW; N/2 SE; SW SE Sec. 9; W/2 Sec. 10, T 16S, R 12E	1,670.84	LC-063022 6/1/52	U. S. ALL	W. R. McCamy	F. Purnell - 5% Powell under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

* Lease contains 2,310.99 acres but only 1,670.84 acres inside unit outline. (640.15 acres outside)

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
12	E/2 Sec. 10; NW; W/2 SW; SE SW; SE SE Sec. 15; SW SE Sec. 20; N/2; NW SE; NE SW Sec. 22; S/2 SW; N/2; N/2 S/2; SW SE Sec. 27; N/2 SE; SE SE; S/2 SW; NE SW; E/2 NW Sec. 28; SE; W/2 NE Sec. 29, T 16S, R 12E	2,240.00	NM-03326 12/1/55	U. S. ALL	Jack Valentine	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
12-A	NE Sec. 15; NE Sec. 28; T 16S R 12E	320.00	NM-03326 12/1/55	U. S. ALL	Jack Valentine	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
13	N/2 SW; SE NW Sec. 11; Lots 3 and 4; SW; SW NW; W/2 SE Sec. 12; Lot 1; NW NE; E/2 NW; W/2 SE and SW Sec. 13; W/2 NE; SW; S/2 SE Sec. 14; N/2; N/2 S/2 Sec. 23; W/2; Lots 3 and 4, W/2 SE Sec. 24; T 17S, R 11E	2,223.11	NM-03329 Application 9/5/50	U. S. ALL	E. P. Miremont US. PLO #656 8/15/50	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
13-A	NW Sec. 14; Lots 1 and 2, W/2 NE Sec 24; T 17S, R 11E	340.24	NM-03329 Application 9/5/50	U. S. ALL	E. P. Miremont US. PLO #656 8/15/50	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
14	S/2 SE; SE SW; Lot 4 Sec. 19; NW SW Sec. 20; NW; N/2 SW; SE SW Sec. 29; NE SE; NW NE; NE NW Sec. 30; SE; SE SW; Lots 3 and 4 Sec. 31; E/2 E/2; NW NE; SW SE; S/2 SW Sec. 32; S/2; S/2 NE; NE NE Sec. 33; N/2; N/2 S/2; SW SE Sec. 34; T 16S, R 12E	2,161.42	NW-03327 12/1/55	U. S. All	Jack Valentine	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
14-A	Lots 1, 2, 3, 4, (W/2 W/2) Sec. 30; NW Sec. 33; T 16S, R 12E	321.02	NW-03327 12/1/55	U. S. All	Jack Valentine	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc. and C. H. Murphy, Jr. 82-1/2%
15	S/2 S/2 Sec. 23; Lots 1, 2, 3 and 4; N/2 NW; NW NE; SW SE Sec. 25; NE NE; SW NE; S/2 NW; NW SE Sec. 26; all Sec. 35; Lots 1, 3, 6, 7; NW; W/2 NE Sec. 36; T 17S, R 11E Lots 1, 2, 3, 4; W/2 NE; NW SE; E/2 W/2 Sec. 30; T 17S, R 12E	2,211.50	NW-03328 9/5/50	U. S. All	Jack Valentine US. PLO #656 8/15/50	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
15-A	SW Sec. 26; Lots 4 and 5; N/2 SW Sec. 36; T 17S, R 11E	320.32	NW-03328 Application 9/5/50	U. S. All	Jack Valentine US. PLO #656 8/15/50	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Application or Serial No. and effective date if lease</u>	<u>Basic Royalty and Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
*16-A	SW Sec. 3; Lots 3, 4 and 5; SE NW Sec. 6; T 17S, R 12E	323.09	NM-03323 12/1/55	U. S. All	Cecil M. Swank	Ralph Powell Abe Lloyd under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
17	NE NE; W/2 NE; NE NW; NE SE Sec. 7; E/2; SE NW; SW Sec. 8; SE NE; NW NW; SE NW Sec. 17; T 17S, R 12E	840.00	NM-03324 4/1/56	U. S. All	Cecil M. Swank	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
17-A	Lots 1 and 2, SE NW, W/2 SE; SE SE Sec. 7; SW NW and SW Sec. 17; Lot 4, SE SW; S/2 SE Sec. 18; All Sec. 19; N/2 NW; NW NE Sec. 20, T 17S, R 12E	1,383.11	NM-03324 Application 9/5/50	U. S. All	Cecil M. Swank US. PLO #656 8/15/50	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
17-B	SE Sec. 17, T 17S, R 12E	160.00	NM-03324 4/1/56	U. S. All	Cecil M. Swank	Ralph Powell Abe Lloyd under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

* Lease Contains 2,547.52 acres, but only 2,375.94 acres included in unit outline

GLUDCROFT UNIT AREA - Cont'd.

Tract	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
18	NW; W/2 E/2 Sec. 11; SW NE; NW SE; NW; SW SE Sec. 13; All Sec. 14; Lots 1, 2, 3, and 4; N/2 SE; SW SE; SW; S/2 N/2 Sec. 23; Lots 3 and 4 Sec. 24; NW; W/2 NE Sec. 26; T 16S R 11E	2,036.63	NM-03325 12/1/55	U. S. All	Cecil M. Swank	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
18-A	SW Sec. 11; SW Sec. 13; T 16S R 11E	320.00	NM-03325 12/1/55	U. S. All	Cecil M. Swank	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
19	Lots 1, 2, 3, 4, 5 and 6, SW NE S/2 NW Sec. 1; Lots 1 and 2 Sec. 2, T 17S, R 11E; Lots 3 and 4 Sec. 25; W/2 SW Sec. 26; S/2 NE; NW; S/2 Sec. 35; Lots 1, 2, 3 and 4; NW; W/2 NE; W/2 SW Sec. 36. T 16S, R 11E	1,567.38	NM-03613 6/1/56	U. S. All	E. P. Mirremont	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
19 C	Lots 3 and 4, E/2 SW Sec. 7; T 17S, R 12E	158.83	NM-03324 Application 9/5/50	U. S. All	Cecil M. Swank US. PLO #656 8/15/50	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Tract	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
19-A	Lots 7, 8, 9 and 10; W/2 SE Sec. 1; S/2 NE; N/2 SE; N/2 NE SW SE; SE NE SW SE; NE NW SW SE; SW SW SE; S/2 SE SW SE; N/2 SE SE; SE SE SE Sec. 2; NW NE; N/2 NE NE NE; S/2 SE NE NE; W/2 W/2 NE NE Sec. 11, T 17S, R 11E	479.28	NM-03613 Application 9/21/50	U. S. All	E. P. Miremont U.S. P.L.O. #656 8/15/50	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
19-B	Lot 5, Sec. 2, T 17S, R 11E	25.88	NM-03613 6/1/56	U. S. All	E. P. Miremont	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
19-C	SW Sec. 1; Lot 4, S/2 NW Sec. 2; T 17S, R 11E	265.71	NM-03613 Application 9/21/50	U. S. All	E. P. Miremont U.S. P.L.O. #656 8/15/50	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
*20	N/2; SE Sec. 9; N/2 N/2; SW NW; S/2 S/2 Sec. 10; All Sec. 16; E/2 NE; NE SE Sec. 20, T 17S, R 12E	1,600.00	LC-063038 Application 8/6/51	U. S. All	E. P. Miremont	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2

* All of Sec. 16 conflicts with State Lease to Texas Company (Tr. 45)
SE SE Sec. 9 conflicts with State Lease to Southern Production Company (Tr. 46).

CLOUDCROFT UNIT AREA - Cont'd.

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Application or Serial No. and effective date of lease</u>	<u>Basic Royalty and Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
20-A	S/2 NW; SW NE; W/2 SE; SE SE Sec. 20; E/2 E/2; SW SE Sec. 30; NE; NE NW Sec. 31; T 17S, R 12E	640.00	IC-063038 Application 8/6/51	U. S. All	E. P. Mirreont U.S. P.L.O. #656 8/15/50	----	Southern Production Company, Inc., and C. E. Murphy, Jr. 87-1/2%
20-B	SW Sec. 9; T 17S, R 12E	160.00	IC-063038 Application 8/6/51	U. S. All	E. P. Mirreont	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
20-C	SW Sec. 20; T 17S, R 12E	160.00	IC-063038 Application 8/6/51	U. S. All	E. P. Mirreont U.S. P.L.O. #656 8/15/50	Ralph Powell - 2-1/2% Abe Lloyd - 2-1/2% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%
21	SE; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 Sec. 6; SW; W/2 SE; Lots 1, 2, 3 and 4 Sec. 5; T 18-S, R 12E	1,061.24	IC-063335 9/1/53	U. S. All	Mrs. Virginia Sears U.S. P.L.O. #656 8/15/50	Mrs. Virginia Sears 1% under option agreement	The Texas Company 86-1/2%
22	Lot 1, Sec. 19, T 16S, R 12E	40.26	IC-063335 5/1/56	U. S. All	Mrs. Quilla Dexter	Mrs. Quilla Dexter 1% under option agreement	The Texas Company 86-1/2%
22-A	SE Sec. 3; S/2 NE; SE Sec. 10; NE NW Sec. 11, T 17S, R 11E	440.00	IC-063335 Application n 7/19/44	U. S. All	Mrs. Quilla Dexter U.S. P.L.O. #656 8/15/50	Mrs. Quilla Dexter 1%	The Texas Company 86-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of Land	No. of Acres	Application or Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
23	Lots 3 and 4, SE SW Sec. 18 T 16S, R 12E; SE SE Sec. 13; SW SE Sec. 25; T 16S, R 11E	200.47	LC-063336 1/1/56	U. S. All	C. J. Dexter	C. J. Dexter - 1% under option agreement	The Texas Company 86-1/2%
24	NE NW Sec. 17; T 17S, R 12E	40.00	LC-063337 1/1/53	U. S. All	J. W. Berry	J. W. Berry - 1% under option agreement	The Texas Company 86-1/2%
24-A	Lot 4, Sec. 13; T 17S, R 11E	51.81	LC-063337 1/1/53	U. S. All	J. W. Berry U.S. P.L.O. #656 8/15/50	J. W. Berry - 1% under option agreement	The Texas Company 86-1/2%
25	E/2 SE Sec. 34; T 17S, R 12E	80.00	LC-063338 2/1/53	U. S. All	Willie Berry	Willie Berry - 1% under option agreement	The Texas Company 86-1/2%
26	Lot 2, NW SE Sec. 36; T 17S R 11E; Lots 1, 2, 3 and 4; SE NW; E/2 SW; SE Sec. 31 T 17S, R 12E	573.97	LC-063339 10/1/53	U. S. All	Wilma Berry Conner U.S. P.L.O. #656 8/15/50	Wilma Berry Conner 1% under option agreement	The Texas Company 86-1/2%
27	Lots 2 and 3, NW SE; N/2 SW Sec. 2; E/2 SE Sec. 5; T 18S R 12E	309.80	LC-063340 5/1/56	U. S. All	Wilbur J. Acree	Wilbur J. Acree 1% under option agreement	The Texas Company 86-1/2%
27-A	Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, NE Sec. 7; N/2 NW; SW NW Sec. 8, T 18S, R 12E	677.54	LC-063340 Application	U. S. All	Wilbur J. Acree U.S. P.L.O. #656 8/15/50	Wilbur J. Acree 1% under option agreement	The Texas Company 86-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Tract No.	Description of land	No. of Acres	Application of Serial No. and effective date of lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
28	Lots 3 and 4, W/2; W/2 SE Sec. 16; N/2 NE; S/2 SE Sec. 21; W/2; SE Sec. 22; T 17S, R 11E	1,118.36	LC-063341 11/1/51	U. S. All	Dorothy Berry Roundtree U.S. P.L.O. #656 8/15/50	Dorothy Berry Roundtree under option agreement 1%	The Texas Company 86-1/2%
29	SE; S/2 SW Sec. 17; NE Sec. 20; Lots 3, 4, 5 and 6 Sec. 21, T 18S, R 12E	538.35	LC-063342 4/1/54	U. S. All	Ruth Bigler	Ruth Bigler Lytle under option agreement 1%	The Texas Company 86-1/2%
30	S/2; S/2 N/2 Sec. 8; SW Sec. 9; N/2; SE Sec. 17; W/2 Sec. 21, T 17S, R 11E	1,440.00	LC-063445 3/1/52	U. S. All	Mrs. Dorothy Berry Roundtree U.S. P.L.O. #656 8/15/50	Mrs. Dorothy Berry Roundtree under option agreement 1%	The Texas Company 86-1/2%
31	E/2 SW; SW SE Sec. 30; Lots 1 and 2; E/2 NW; W/2 NE; SE NE; NE SW Sec. 31; S/2 NW; N/2 SW; NE NW; SW NE; NW SE Sec. 32; S/2 SW; SE SE Sec. 34; T 16S, R 12E, Lot 3 Sec. 3; Lots 3 and 4 Sec. 4; Lots 1, 2, and 3 Sec. 5; N/2 NE; SW NE Sec. 17, T 17S, R 12E	1,348.29	LC-064514 9/1/56	U. S. All	Mrs. Clover B. Cole	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%
32	Lots 1 and 2; S/2 NE Sec. 3; E/2 Sec. 15; NE Sec. 22; T 17S, R 11E	611.28	NM-07257 Application 2/6/52	U. S. All	Southern Production Company, Inc. under option agreement U.S. P.L.O. #656 8/15/50	5% under option agreement	Southern Production Company, Inc., and C. H. Murphy, Jr. 82-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Application or Serial No. and Effective or Date of Lease</u>	<u>Basic Royalty and Percentage</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>	
33	Lots 1 and 2, NW NE Sec. 12, T 17S, R 11E	157.52	LC-065073 9/1/52	U.S. ALL	Cecil M. Swank U.S.A. P.L.O #656 8/15/50	----	Southern Production Company, Inc. and C. H. Murphy, Jr.	87-1/2%
34	Lots 3 and 4, S/2 NW; SW Sec. 3; N/2 N/2 Sec. 8, NW Sec. 9; W/2 Sec. 10; W/2 Sec. 15; Lots 1 and 2, W/2 NE Sec. 16, T 17S, R 11E	1,417.74	NM-07782 Application 3/31/52	U.S. ALL	A. D. Stovell U.S.A. P.L.O. #656 8/15/50	----	Southern Production Company, Inc. and C. H. Murphy, Jr.	87-1/2%
35	SW; W/2 SE Sec. 34; T 17S; R 12E; Lots 1, 2, 3, 4, 5, 6; N/2 SW; NW SE Sec. 1; Lot 1, NE SE; SW SE; S/2 SW Sec. 2; SE Sec. 3; NE; SW Sec. 10, NW NW; E/2 NE; SW NE; S/2 Sec. 11; NW Sec. 12; E/2; SW; N/2 NW Sec. 14, T 18S, R 12E	2,558.25	LC-068794 9/1/56	U.S. ALL	E. D. Coady	----	Southern Production Company, Inc. and C. H. Murphy, Jr.	87-1/2%
36	N/2 N/2; E/2 SE NW; SW SW SE NW; E/2 W/2 SE NW; NW NW SE NW; N/2 SW NW; SW SW NW; W/2 SE SW NW Sec. 15; Lots 1, 2, 7 and 8, SE Sec. 21; N/2; N/2 S/2; SW SW Sec. 22; all Sec. 23, T 18S, R 12E	1,691.20	LC-068795 9/1/56	U.S. ALL	E. D. Coady	----	Southern Production Company, Inc. and C. H. Murphy, Jr.	87-1/2%
37	Lots 1 and 4 Sec. 7; T 16S, R 12E; E/2 SE Sec. 11; N/2; N/2 S/2 Sec. 12, T 16S, R 11E	640.77	LC-069628 10/1/56	U.S. ALL	Mrs. Erdice Beaver	----	Mrs. Erdice Beaver	87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

Track No.	Description of Land	No. of Acres	Application or Serial No. and effective or expiration date if lease	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
38	SW Sec. 11, T 17S, R 12E	160.00	NM-01802 Application 3/10/50	U. S. All	Wm. S. Hanson	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
39	SE NE Sec. 11; Lot 1, SE NE; SE Sec. 22; NE Sec. 27; T 16S, R 11E	421.60	NM-01803 Application 3/10/50	U. S. All	Wm. S. Hanson	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
39-A	S/2 S/2 Sec. 12, T 16S R 11E	160.00	NM-01803 Application 3/10/50	U. S. All	Wm. S. Hanson	----	REJECTED Cloudcroft Experimental Forest - (11/30/35)
39-B	SE Sec. 27; E/2 Sec. 34; T 16S, R 11E	480.00	NM-01803 Application 3/10/50	U. S. All	Wm. S. Hanson	----	REJECTED Alamogordo Municipal Water Shed
39-C	109.48 acres of SE Sec. 9; All Sec. 28; W/2 NW Sec. 34; T 17S, R 11E	829.48	NM-01803 Application 3/10/50	U. S. All	Wm. S. Hanson U.S. P.L.O. #656	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
40	NW; W/2 NE; SE NE; S/2 Sec. 27; NE; E/2 NW; N/2 SE, Lots 1 and 2, Sec. 34; T 17S, R 11E	996.76	NM-01942 Application 3/24/50	U. S. All	Ray L. Landon U.S. P.L.O. #656	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%

55640.04

get the red. working

CLOUDCROFT UNIT AREA - Cont'd.

STATE LANDS

Tract No.	Description of Land	No. of Acres	State Lease No. and Exp. Dates	Basic Royalty and Percentage	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
45 *	All Sec. 16; NW SW; N/2 SE Sec. 10; SE SW; SE NE; NW SE Sec. 21; NW NE; NE NW Sec. 22; SW Sec. 36; NE SW; Lot 3, N/2 SE Sec. 18 T 17S; R 12E; all Sec. 16; T 18S; R 12E	1,922.90	B-11179 4/17/54	State of New Mexico All	The Texas Company	---	The Texas Company
46 *	SE SE Sec. 9; NE Sec. 26; NW; E/2 Sec. 36; T 17S, R 12E	680.00	E-3327 3/10/60	State of New Mexico All	Southern Production Company, Inc.	---	Southern Production Company, Inc., C. H. Murphy, J
47	SE SE Sec. 9; E/2 SE; SW SE; SE SW Sec. 22; SE SE Sec. 27; NW SE Sec. 30; T 16S, R 12E	280.00	E-4715 11/21/60	State of New Mexico All	Southern Production Company, Inc.	5% in Proportions G. V. Clayton P. B. Hendricks George Abbott Dale W. Scott	1/3 Southern Production Company, Inc., 1/3 C. H. Murphy, 1/6

State total
2882.90

(45* and 46* - See Tract 20 for Conflict)

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

Tract No.	Description of Land	No. of Acres	FREE Lease No. and Expiration Date	Percentage Royalty Payable to Land or Mineral Owners	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
48	Tracts A and B in the H. E. Survey #207, all in Sec. 9 T 17S, R 11E	50.52	5/12/54	H. G. Bell and wife Ella F. Bell ALL	The Texas Company	---	The Texas Company 87-1/3%
49	N/2 SE; NE SW; Lot 3 Sec 19 T 16S, R 12E	160.34	5/10/54	Don O. Bonnell and wife Bessie B. Bonnell ALL	The Texas Company	---	The Texas Company 87-1/3%
50	Lots 1, 2, 5, 6 and 7, SW NE; W/2 SE; S/2 NW; N/2 SW Sec. 24; Lots 1 and 2; W/2 NE; NW SE; SW; E/2 NW Sec. 25, T 16S R 11E; S/2 SW Sec. 8, N/2 NW Sec. 17, T 16S, R 12E	1,051.70	5/10/54	Frank Bonnell and Lula Mae Bonnell; James M. Bonnell and wife, Ann Bonnell, Glenn O'Bannon and wife, Ruby O'Bannon ALL	The Texas Company	---	The Texas Company 87-1/3%
51	NE NW; S/2 NW; NW NE Sec. 11, T 18S, R 12E	160.00	5/13/54	William P. Calkins Estate, Carrie N. Calkins, Surviving widow, Roy P. Calkins et ux; Ruth Calkins Fuller et vir; Wayland Calkins et ux ALL	The Texas Company	---	The Texas Company 87-1/3%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

Tract No.	Description of Land	No. of Acres	FREE Lease No. and Expiration Date	Percentage Royalty Payable to Land or Mineral Owners	Lessee of Record	Overriding Royalty and Percentage	Working Interest and Percentage
52	N/2 NW; SW NW Sec. 8; SE NE Sec. 7; T 17S, R 12E	160.00	10/12/54	U. S.	The Texas Company	---	The Texas Company 87-1/2%
53	W/2 SE; NE SE; E/2 SW Sec. 26; W/2 SE; NE SW; W/2 SE SW Sec. 35; NW NE Sec. 35; T 16S, R 11E	380.00	5/16/54	Mrs. W. D. Davis, widow, William I. Davis and wife Wanda Jean Davis; Frances Young and husband W. C. Young Thomas Douglas Davis	The Texas Company Unleased	---	The Texas Company 76.5625% Thomas Douglas Davis 10.9375%
54	SW Sec. 2; T 17S, R 11E	160.00	5/16/54	Mrs. W. D. Davis, widow, William I. Davis and wife Wanda Jean Davis; Frances Young and husband W. C. Young Thomas Douglas Davis	The Texas Company Unleased	---	The Texas Company 76.5625% Thomas Douglas Davis 10.9375%
55	SE SW; SW SE; E/2 SE Sec. 15; T 17S, R 12E	160.00	10/12/54	Homer Davis and wife Isabel Davis	The Texas Company	---	The Texas Company 87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
57	NE Sec. 18, T 17S, R 12E	160.00	5/9/54	Howard L. Goss and Marion I. Goss	ALL The Texas Company U.S. P.L.O. #656 8/15/50	---	The Texas Company 87-1/2%
58	N/2 NE Sec. 17; E/2 SE SE; SE NE SE Sec. 8; SW SW; S/2 NW SW; SW NE SW; W/2 SE SW Sec. 9; T 16S, R 12E	200.00	5/16/54	Leon Green and wife Carrie Green	ALL The Texas Company	---	The Texas Company 87-1/2%
58-A	S/2 SW; NE SW; NW SE Sec. 20, T 16S, R 12E	160.00	5/17/54	Mrs. Pearl Green Bass	ALL The Texas Company	---	The Texas Company 87-1/2%
	E/2 SE Sec. 20, T 16S R 12E	80.00	5/17/54	Mrs. Pearl Green Bass	1/2 The Texas Company	---	The Texas Company 43.75%
			11/26/56	New Mexico-Osage Cooperative Royalty Company	5/8 Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr.)
			11/26/56	Mrs. May Patterson	1/16 Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr.) 43.75%
			12/23/56	Fred T. Hildt and wife Lena Hildt C. R. Nixon and wife Lydia M. Nixon	2/48 Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr.)

GLUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
60	NE NE and East 25 acres of the NW NE Sec. 7; NW NW Sec. 8; T 16S, R 12E	105.00	5/16/54	Phillip Green and wife Callie Lee Green	ALL The Texas Company	---	87-1/2%
60	SW SW Sec. 29; SE NW; SW NE; E/2 NE; SE SE Sec. 30; NE NE; Sec. 31; NW NW Sec. 32, T 16S, R 12E	320.00	5/19/54	Leon Green and wife Carrie Green	ALL The Texas Company	---	87-1/2%
61	N/2 NE; SE NE; NE SE Sec. 13; T 16S, R 11E, Lots 1 and 2 E/2 NW less 3.02 acres out of NE NW Sec. 18, T 16S, R 12E	317.39	5/12/54	Vernis M. Carey and wife <i>Mary</i> Louise Carey	ALL The Texas Company	---	87-1/2%
62	SE SE Sec. 23; S/2 SW Sec. 24; W/2 NW Sec. 25; E/2 NE Sec. 26; T 16S, R 11E	280.00	5/18/54	Dora Kotosky, widow	ALL The Texas Company	---	87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
65	N/2 SW Sec. 26; NE SE Sec. 27, T. 17S, R 12E	120.00	5/11/54	Dewey Middleton and wife Dora Middleton	The Texas Company	----	The Texas Company 87-1/2%
66	SE SW; SW SE Sec. 7; N/2 NE Sec. 18; T 16S, R 12E	160.00	5/12/54	Harvey C. Talley and wife, Maggie N. Talley	The Texas Company	----	The Texas Company 87-1/2%
67	SE SE Sec. 26; NE NE Sec. 35, T 16S, R 11E	83.00	1/10/60	D. J. Yerton and wife Maude B. Yerton	Southern Production Company, Inc.	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
68	E/2 NE SW NW; W/2 W/2 SE NW; W/2 W/2 NE SW; E/2 SW NE SW; S/2 SE SE; less 3.18 acres in the SE SE Sec. 7; T 16S, R 12E; 3.02 acres out of NE NW Sec. 18, T 16S, R 12E	49.84	11/8/56	Harvey C. Talley and wife, Maggie M. Talley	Southern Production Company, Inc	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
69	N/2 SE; SW SE; NE SW Sec. 15; T 16S, R 12E	160.00	11/12/56	Grayton Ellison and wife Lora Ellison	Southern Production Company, Inc.	----	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FEE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>	
70	N/2 SW; SE SW; SW SE Sec. 21; T 16S, R 12E	160.00	11/7/56	Pearl Green Bass and husband N. C. Bass	ALL Southern Production Company, Inc.	---	Southern Production Company, Inc., and C. H. Murphy, Jr.	87-1/2%
71	SW SW Sec. 21; W/2 NW; NW SW; SW SE Sec. 28; E/2 NE Sec. 29; NW NE Sec. 33; T 16S, R 12E	320.00	11/7/56	Pearl Green Bass and husband N. C. Bass	1/2 Southern Production Company, Inc.	---	Southern Production Company, Inc., and C. H. Murphy, Jr.	87-1/2%
			11/26/56	New Mexico-Osage Cooperative Royalty Company	3/8			
			11/26/56	Mrs. May Patterson	1/16			
			12/28/56	Fred T. Hildt and wife Lena Hildt C. R. Nixon and wife Lydia M. Nixon	2/48 1/48			
72	NE NE Sec. 11, T 16S, R 11E	40.00		El Paso YMCA	ALL Unleased	---	El Paso YMCA	87-1/2%
73	E/2 SE SW Sec. 36, T 16S, R 11E	20.00	2/5/57	Albert Ward Estate	ALL Southern Production Company, Inc.	---	Southern Production Company, Inc., and C. H. Murphy, Jr.	87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Act No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
	S/2 NE; SE NW Sec. 10, T 17S, R 12E	120.00	11/9/56	Lita Polson, widow of B. R. Polson (deceased)	Southern Production Company, Inc.	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
74-A	NE SW Sec. 10, T 17S, R 12E	40.00	5/10/54	Lita Polson, widow of B. R. Polson (deceased)	The Texas Company	----	The Texas Company 87-1/2%
75	NW SE Sec. 26, T 17S, R 12E	40.00		Dewey Middleton and wife Dora Middleton	Unleased	----	Dewey Middleton and wife Dora Middleton 87-1/2%
76	W/2 NW SW SE; SE NW SW SE; SW NE SW SE; N/2 SE SW SE; SW SE SE Sec. 2; E/2 W/2 NE NE; S/2 NE NE NE; N/2 SE NE NE Sec. 11, T 17S, R 11E	45.00	11/9/56	Mrs. W. D. Davis, surviving wife of W. D. Davis (deceased) William Irwin Davis and wife Wanda Jean Davis; Frances Davis Young and husband W. C. Young	Southern Production Company, Inc.	----	Southern Production Company, Inc., and C. H. Murphy, Jr. 76.5625%
				Thomas Douglas Davis	Unleased	----	Thomas Douglas Davis 10,9375%
77	S/2 NE; N/2 SE Sec. 21; T 17S, R 11E	160.00		R. E. Windham and A. B. Carter	Unleased	----	R. E. Windham and A. B. Carter 87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Act No.</u>	<u>Description of Land</u>	<u>No of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lessee of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
79	W/2 SW Sec. 12, T 18S, R 11E	80.00		El Paso and S. W. RR. Co.	Unleased	---	El Paso and S. W. RR. Co.
79	SW SE Sec. 1, T 18S, R 12E	40.00		First National Bank of Roswell, Trustee for Boy Scouts, Roswell, New Mex.	Unleased	---	First National Bank of Roswell, Trustee for Boy Scouts, Roswell, New Mexico
80	S/2 SW Sec. 1; SE SE Sec. 2, T 18S, R 12E	120.00		E. N. M. Council for Boy Scouts and Jay Leck Estate	Unleased	---	E. N. M. Council for Boy Scouts and Jay Leck Estate
81	Lot 4, Sec. 2; Lots 1 and 2 Sec. 3, T 18S, R 12E	163.97	11/24/56	Ray V. Davis and wife Nora Lee Davis	Southern Production Company, Inc.	---	Southern Production Company, Inc., and C. H. Murphy, Jr.

CLOUDCROFT UNIT AREA - Cont'd.

F R E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lease of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
82	NW; W/2 SE; SE SE Sec. 10; S/2 NW Sec. 14; S/2 NE Sec. 15; S/2 SE; SE SW Sec. 22, T 18S, R 12E	560.00		William Moss and Paul A. Moss and wife, Tommye A. Moss	Unleased	---	William Moss and Paul A. Moss and wife, Tommye A. Moss 87-1/2%
83	NE SE Sec. 10, T 18S, R 12E	40.00	2/4/57	L. L. Umsted, widower and Virginia Umsted, widow	Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%
84	SE Sec. 15, T 18S, R 12E	160.00	12/20/56	Samuel D. Zook and wife Helen V. Zook	Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%
85	SW NW SE NW; NW SW SE NW; E/2 SE SW NW; E/2 NW SW; NE SW SW Sec. 15, T 18S R 12E, All of H.E. Survey #178, in Sec. 21, T 18S, R 12E	78.22	11/16/56	Roy P. Galkins and wife Wenona Galkins	Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%

CLOUDCROFT UNIT AREA - Cont'd.

F E E L A N D S

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>FREE Lease No. and Expiration Date</u>	<u>Percentage Royalty Payable to Land or Mineral Owners</u>	<u>Lease of Record</u>	<u>Overriding Royalty and Percentage</u>	<u>Working Interest and Percentage</u>
86	3.181 acres, being a strip of land in the SE SE Sec. 7, T 16S, R 12E	3.181	12/28/56	James M. Bonnell and wife Ann Bonnell	Southern Production Company, Inc.	---	Southern Production Company, Inc., and C. H. Murphy, Jr. 87-1/2%
* 87	S/2 S/2 Sec. 11; S/2 NW; SW NE; NW SE Sec. 25; T 17S, R 11E	320.00	3/10/57	Don T. Lee and Vincent M. Lee, Trustees of "The Trust Estate" of Curtis A. Lee; Curtis A. Lee, Jr. and wife, Corine Lee; Geraldine Lee Grant and husband, Charles Grant	ALL Southern Production Company, Inc.	---	Southern Production Company, Inc. and C. H. Murphy, Jr. 87-1/2%

*Settle free message
87-1/2%*

* This lease conflicts with Federal Application on Tract # 42.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

A. D. Stovall
A. D. Stovall,
P. O. Box 670,
Ft. Worth, Texas

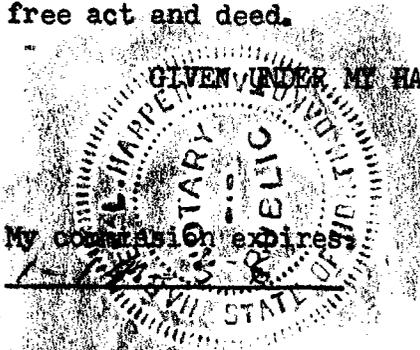
Tract No. 34

STATE OF NEW MEXICO,
COUNTY OF Stark

On this 8 day of August, 1952, before me personally appeared
A. D. Stovall

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 8 day of August, 1952.



Harvey L. Hansen
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Ruth Sigler Lytle, now Ruth Sigler

Tract No. 1

Ruth Sigler

Tract No. 29

c/o J. S. Berry
Box 1074
Artesia, New Mexico

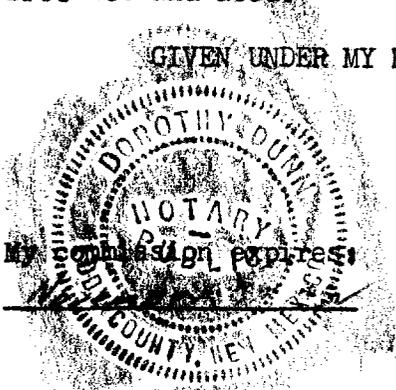
Ruth Sigler
Ruth Sigler

STATE OF New Mexico
COUNTY OF Eddy

On this 24 day of November, 1951, before me personally appeared Ruth Sigler

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 Nov, 1951.



Donothy Dunn
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

~~Wilbur J. Aaroe and wife, Evelyn M. Aaroe,
Box 315, Manhattan Beach, California~~
513 Longfellow Avenue, Hermosa Beach, Calif

Tract No. 2
Tract No. 27
Tract No. 2-A
Tract No. 27-A

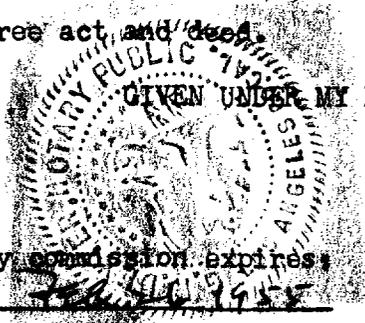
Wilbur J. Aaroe
Wilbur J. Aaroe

Evelyn M. Aaroe
Evelyn M. Aaroe

STATE OF California)
COUNTY OF Los Angeles)

On this 27 day of November, 1951, before me personally appeared Wilbur J. Aaroe and wife, Evelyn M. Aaroe,

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 27 day of Nov, 1951.
[Signature]
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Mrs. Virginia Sears

Tract No. 3.
Tract No. 21.

c/o J. W. Berry
Box 1074
Artesia, New Mexico

Mrs. Virginia Sears
Mrs. Virginia Sears
Ross Sears
Ross Sears

STATE OF NEW MEXICO)
COUNTY OF EDDY)

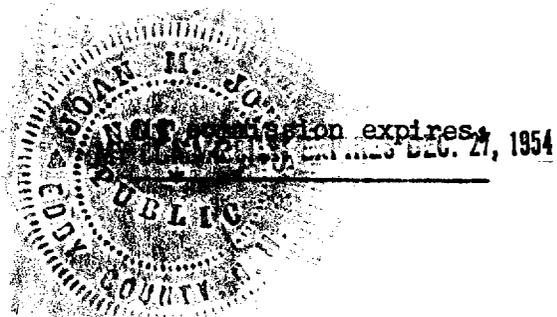
On this 27 day of November, 1951, before me personally appeared

Mrs. Virginia Sears and husband, Ross Sears

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 27 day of November, 1951.

Joan M. Jones
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

A. N. Lloyd,
A. N. Lloyd
1928 N. & V. Tower,
Dallas, Texas.

- Tract No. 10-A
- Tract No. 12-A
- Tract No. 14-A
- Tract No. 16-A
- Tract No. 17-B
- Tract No. 18-A
- Tract No. 19-B
- Tract No. 20-B
- Tract No. 10-C
- Tract No. 13-A
- Tract No. 15-A
- Tract No. 17-C
- Tract No. 19-C
- Tract No. 20-C

STATE OF Texas)
COUNTY OF Dallas)

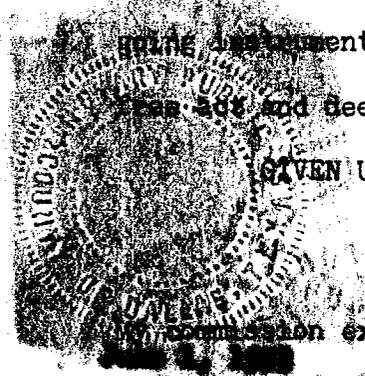
On this 5th day of November, 1951, before me personally appeared

A. N. LLOYD

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 own act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of November, 1951.

Laurene Humphrey
Notary Public Laurene Humphrey



My commission expires: June 1, 1952

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Wilma Berry Connor
c/o J. W. Berry
Box 1074
Artesia, New Mexico

Tract No. 5.
Tract No. 26

Wilma Berry Connor
Wilma Berry Connor

Clarence Connor
CLARENCE CONNOR

STATE OF NEW MEXICO)
COUNTY OF EDDY)

On this 26th day of November, 1951, before me personally appeared

Wilma Berry Connor and husband, Clarence Connor

to me known to be the person as 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 26th day of November, 1951



Dorothy Dunni
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

**J. W. Berry and wife, Willie Berry,
Box 1074, Artesia, New Mexico**

Tract No. 6 & Tract No. 6-A
Tract No. 24 & Tract No. 24-A
Tract No. 25



J. W. Berry


Willie Berry

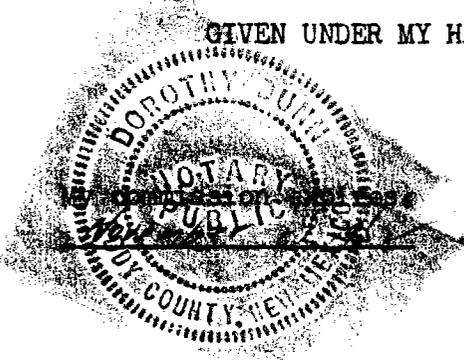
STATE OF New Mexico)
COUNTY OF otero)

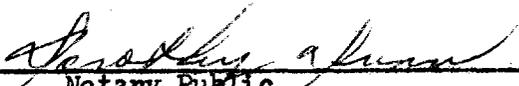
On this 27th day of November, 1951, before me personally appeared

J. W. Berry and wife, Willie Berry,

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 27th day of November, 1951.





Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

F. Funnell Powell

F. Funnell Powell and wife, Lotta Powell

Tract No. 11

Lotta Powell

3117 Liberty Heights Avenue,
Baltimore, Maryland.

STATE OF Maryland)
CITY)
COUNTY OF Baltimore)

On this 5th day of November, 1951, before me personally appeared

F. Funnell Powell and wife, Lotta Powell,

to me known to be the person g 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 5th day of November, 1951.

Catherine Roff
Notary Public

My commission expires:

7/13



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

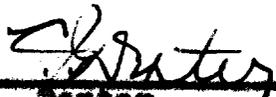
This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties 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.

SIGNATURE AND ADDRESS

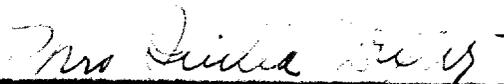
DESCRIPTION

**G. J. Dexter and wife, Mrs. Julia Dexter,
10750 Lindbrook Drive,
Los Angeles, California**

**Tract No. 22 & Tract No. 22-A
Tract No. 23**



G. J. Dexter



Mrs. Julia Dexter

STATE OF California)
COUNTY OF Los Angeles)

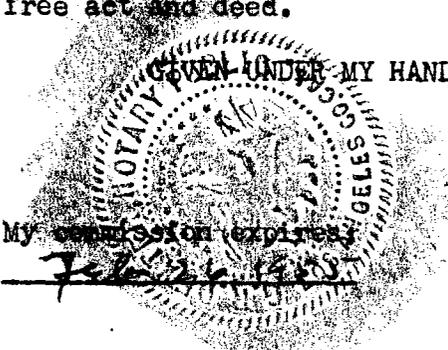
On this 27 day of November, 1951, before me personally appeared G. J. Dexter and wife, Mrs. Julia Dexter,

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 27 day of Nov, 1951.



Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Dorothy Berry Rountree

**Tract No. 28
Tract No. 30**

Dorothy Berry Rountree
64 Cypress Dr.
Pine Bluff,
Ark.

Dorothy Berry Rountree
Dorothy Berry Rountree

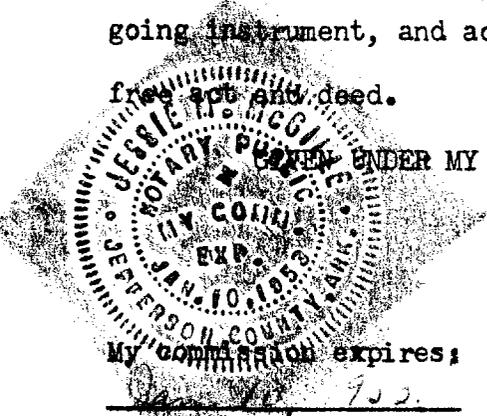
Wiley Rountree
Wiley Rountree

STATE OF ARKANSAS
COUNTY OF JEFFERSON

On this 24th day of November, 1951, before me personally appeared ~~Dorothy Berry Rountree and husband, Wiley Rountree~~ 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.

WITNESSED UNDER MY HAND AND SEAL OF OFFICE, this 24th day of November, 1951.

Jessie M. McGinnis
Notary Public



SOUTHERN PRODUCTION COMPANY, INC.

Mrs. Erdice Beavers

#2 -4/1/52

We are anxious to place all papers in line for final approval in order that we might proceed with our development plans at the earliest date possible, and it would be very greatly appreciated if you would favor us with early action in the premises.

Very truly yours

SOUTHERN PRODUCTION COMPANY, INC.

E. D. Coady
E. D. Coady

EDC

ADS:mb

Lovington, New Mexico

Date: 4-7-52

I do not care to participate in the above unit plan.

Erdice Beavers

SOUTHERN PRODUCTION COMPANY, INC.

SUCCESSOR TO DANCIGER OIL & REFINING COMPANY

W. T. WAGGONER BUILDING
FORT WORTH, TEXAS

April 1, 1952

FU 4/16
Registered Mail
Return Receipt Requested

Mrs. Erdice Beavers
% Lovington Abstract Company
Lovington, New Mexico

(Sheet #37)

Cloudcroft Unit Area - Otero County, New Mex.
Mrs. Erdice Beavers- USA-LC-069628, Lots 1 and
4, Section 7, T-16-S, R-12-E; E/2 of SE/4
Section 11; N/2, N/2 of S/2, Section 12, T-16-S,
R-11-E, 640.77 Acres

Dear Mrs. Beaver:

You are the owner and holder of USA Oil & GAS Lease, as described in the above caption.

The land in your above lease lies within an area embraced in T-16-17-18-S, R-11-12-E, where we are at work on a unitization of Federal, State and Patented land under a cooperative or unit plan of development or operation, as evidenced by our Unit Agreement of October 8, 1951, executed by The Texas Company, our company, and C. H. Murphy, Jr., in which we are designated as Operator.

In order to comply with the various Government statutes and regulations, we must invite all owners of interests within our unitized area to participate in the development plan, and the owners of royalty join therein through the execution of ratification and joinder of unit agreement. If such owners do not care to participate, lease or assign leases to us, and execute the ratification and joinder of unit agreement, then we must, in lieu of such papers, show evidence of such owner's refusal to participate.

Our Mr. A. D. Stovall called upon you in your office on March 4, 1952 and discussed this unitization matter with you, and you advised him you did not desire to make your leased acreage subject to the unitization agreement.

An extra copy of this letter is enclosed for your file, and it would be appreciated if you would return the original hereof to us, signing in the space provided, indicating your refusal to place your lease in this unit.

SOUTHERN PRODUCTION COMPANY, INC.

SUCCESSOR TO DANGIER OIL & REFINING COMPANY

W. T. WAGGONER BUILDING
FORT WORTH, TEXAS

TRUST #10

March 26, 1952

Mr. A. W. Thompson
Thompson-Carr, Inc.
229 Oil & Gas Building
Houston, Texas

Clemensville Unit Area
Osage County, New York

Dear Mr. Thompson:

You are the owner and holder of USA Oil & Gas Lease, bearing Serial No. Las Cruces-064513, dated October 1, 1941, covering the NW/4 and the N/2 of the NE/4, Section 17, T-17-S, R-11-E, Osage County, New Mexico.

The land in your above lease lies within an area established in T-16-17-13-S, R-11-12-E, where we are at work on unitization of Federal, State and Patented lands under a cooperative unit plan of development or operation, as evidenced by our Unit Agreement of October 8, 1951, executed by The Texas Company, and by C. E. Murphy, Jr., in which we are designated as Operator.

In order to comply with the various Government statutes and regulations, we must invite all owners of interests within our unitized area to participate in the development plan, and the owners of royalty join therein through the execution of ratification and joinder of unit agreement. If such owners do not care to participate, lease or assign leases to us, and execute the ratification and joinder of unit agreement, then we must, in lieu of such papers, show evidence of such owner's refusal to participate.

Our Mr. A. D. Stovall called upon you in your office last Monday morning and discussed this unitization matter with you, and you advised him you did not desire to make your leased acreage subject to the unitization agreement.

An extra copy of this letter is enclosed for your file, and it would be appreciated if you would return the original hereof to us,

SOUTHERN PRODUCTION COMPANY, INC.

Mr. A. W. Thompson
2 - 3/26/52

signing in the space provided, indicating your refusal to place your lease in this unit.

We are anxious to place all papers in line for final approval in order that we might proceed with our development plans at the earliest date possible, and it would be very greatly appreciated if you would favor us with early action in the premises.

Very truly yours

SOUTHERN PRODUCTION COMPANY, INC.

E. D. Coady

EDC
ADS:mb

Houston, Texas

Date: _____

I do not care to participate in the above unit plan.

Andrew W. Thompson

ILLEGIBLE

ILLEGIBLE

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SOUTHWESTERN FOREST AND RANGE EXPERIMENT STATION



ADDRESS REPLY TO
DIRECTOR
AND REFER TO

P. O. BOX 951
TUCSON, ARIZONA

R-SW
BRANCH STATIONS
Cloudecroft
Uses
(Oil and Gas Lease, NM 04374
E. P. Miremont)

April 24, 1952

Tracts 10-B and 10-C

Southern Production Company, Inc.
W. T. Waggoner Building
Fort Worth, Texas

Gentlemen:

Further reference is made to your letter of April 7 and to my letter of April 10. We have now had an opportunity to give further consideration to your proposal.

Because of the special use of the area (Section 16, Township 16 South, Range 12 East), which is a part of our Cloudecroft Experimental Forest, we regret to inform you that it is not possible to take favorable action on your request.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Raymond Price', written over a horizontal line.

RAYMOND PRICE
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
LINCOLN NATIONAL FOREST



ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

ALAMOGORDO, NEW MEXICO
February 20, 1952

U
USFS-Lincoln
Oil and Gas Lease Appl.
NM 01803

Re: #6416- USA NM-01803
Otero Co., New Mexico

Mr. E. D. Goady
Southern Production Company, Inc.
W. T. Warriner Building
Fort Worth, Texas

Dear Sirs:

Reference is made to your letter of February 12, 1952 addressed to this office.

We have considered your request for a recommendation to the Bureau of Land Management that they issue oil and gas leases on the Cloudercroft Experimental Forest and the Alamogordo Municipal Watershed. Both of these areas have been withdrawn from use by the Secretary of Agriculture. Exploitation of either of these areas for any purpose would be contrary to the withdrawal action.

The lands included within the watershed area supplies the domestic water for the City of Alamogordo and Holloman Air Force Base. This use is considered of the highest priority, therefore, we cannot act with favor on your request.

Areas included within the withdrawal action under Public Land Order 4980 precludes the issuance of any oil or gas leases on those areas.

We regret that we cannot take favorable action on your request.

Very truly yours,

[Signature]



UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Land & Survey Office
Santa Fe, New Mexico

*filed 2/20/52
10/21/52*

*In Reply refer to:
Bureau File # 100-10000-100
February 11, 1952*

DECISION

#6416

W. S. Hanson

Oil and Gas

Protest Dismissed

Reference is made to oil and gas lease application NM 01203 of W. S. Hanson, filed March 13, 1950, and to the applicant's letter of December 31, 1951, protesting the action taken in our decision of December 14, 1951, transmitting lease forms for execution and rejecting the application as to certain lands withdrawn by Public Land Order 656 approved by the Secretary of the Interior August 15, 1950.

In the letter the applicant states that he wished to protest the withdrawal of the lands in Sections 9, 28, 34, Township 17 South, Range 11 East, covered by his application. No specific error is set out in the letter; however, the applicant does state that the land involved was designated as a logical unit area to be known as the Cloudcroft Unit Area.

As shown in our decision of December 14, 1951, the land withdrawn by Public Land Order 656 was withdrawn from all forms of appropriation under the Public Land Laws, including the mining and mineral leasing laws, and reserved for the use of the Department of the Air Force in connection with a solar observatory. Accordingly, the protest is dismissed. The right of appeal is allowed.

If an appeal is filed, it must be filed 30 days from receipt of notice hereof, and must follow the procedure contained in departmental rules of practice, Rule No. 50, which states:

"Such notice of appeal must be in writing, and set forth in clear, concise language the grounds of the appeal, in the form of specifications of error, which shall be separately stated and numbered; where error is based upon insufficiency of the evidence to justify the decision, in the assignment thereof the particulars wherein it is deemed insufficient must specifically set forth in the notice."

J. A. Delany
J. A. Delany
Manager

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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SIGNATURE AND ADDRESS

DESCRIPTION

G. V. Clayton and wife, Vera Clayton,
Tularosa, New Mexico

Tract #47

G. V. Clayton
Vera Clayton
(Vera Clayton)

George Abbott and wife, Revis Abbott
Alamogordo, New Mexico

George Abbott
(George Abbott)
Revis Abbott
(Revis Abbott)

P. B. Hendricks and wife, Frances L.
Hendricks, Tularosa, New Mexico

Dale W. Scott and wife, Deloma Scott
Alamogordo, New Mexico

Dale W. Scott
(Dale W. Scott)
Deloma Scott
(Deloma Scott)

STATE OF NEW MEXICO

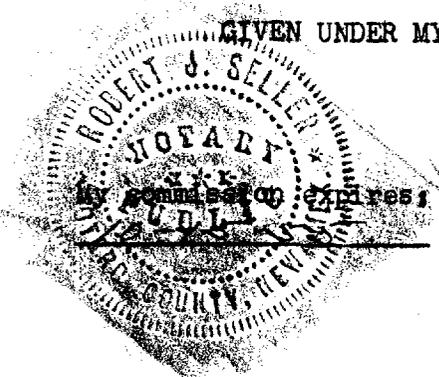
COUNTY OF OTERO

On this 25th day of April, 1952, before me personally appeared

~~G. V. Clayton and Vera Clayton, his wife; P. B. Hendricks and Frances L. Hendricks, his wife; George Abbott and Revis Abbott, his wife; Dale W. Scott and Deloma Scott, his wife~~

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 25th day of April, 1952.



Robert J. Seller
Notary Public

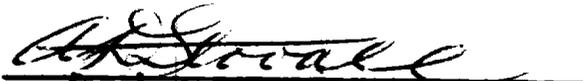
THE STATE OF NEW MEXICO, |
COUNTY OF OTERO. |

BEFORE ME, the undersigned authority, on this day personally appeared A. D. Stovall, known to me to be a credible person, who, after being by me first duly sworn, under and upon said oath, deposes and says:

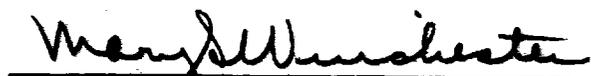
"My name is A. D. Stovall. I am a landman for Southern Production Company, Inc., W. T. Waggoner building, Fort Worth, Texas, one of the parties signatory to that certain Unit Agreement for the Development and Operation of the Cloudcroft Unit Area, County of Otero, State of New Mexico, dated October 8, 1951, and duly executed by said Company, The Texas Company, and C. H. Murphy, Jr., consisting of 23 pages, plus Exhibit "B", consisting of 19 pages of land descriptions involved, by tract numbers, and map of the unitized area, said agreement calling for ratification and joinder of the unit agreement, by separate instrument, by owners (lessors) of royalty interest, as well as other owners of mineral interest in said lands;

"That on November 15, 1951, I called at the Ranch Home of H. G. Bell, lessor and owner of Tract No. #48, described in said agreement. Mr. Bell was away from home on an extensive hunting trip for wild game, and in his absence I presented the Unit Agreement and Ratification thereof, together with an opinion thereon written by Mr. George A. Shipley, an attorney of long practice, of Alamogordo, New Mexico, dated November 3, 1951. My notary public, Mrs. Mary S. Winchester, accompanied me on this trip. I went over this agreement and ratification in detail with Mrs. H. G. Bell, left copies of the agreement, ratification and opinion with her, asking that she discuss it with her husband on his return that night or the next night, and then call me, as they have a local telephone. She said they planned to come here to town on yesterday, and that after she talked to him and he was interested she would call me relative to their coming here to sign the papers. They never called me, and still have all the papers. I have just talked over the telephone with Mrs. Bell, and she said that he husband came in that Thursday night; that she talked to him about the agreements and our conversation relative to a meeting; that he had stated positively that "he didn't have time to fool with it; had read it, and was not at all interested in signing it nor in discussing it."

Further affiant saith not.


A. D. Stovall

SUBSCRIBED AND SWORN TO BEFORE ME on this the 20th day of November, A. D. 1951.


Notary Public.

My commission expires:

9-1-54

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Don O. Bonnell and wife, Bessie B. Bonnell,
La Luz, New Mexico

Tract No. 49

Don O. Bonnell

Bessie B. Bonnell

STATE OF New Mexico)
COUNTY OF Otero)

On this 17th day of November, 1951, before me personally appeared

~~Don O. Bonnell and wife, Bessie B. Bonnell,~~

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~~ and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of November, 1951.

Mary S. Winchester
Notary Public



Commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Frank Bonnell and wife, Lula Mae Bonnell,
Cloudercroft, New Mexico

Tract No. 50

Frank Bonnell

Lula Mae Bonnell

*James M Bonnell
Ann Bonnell*

Cloudercroft, N.M.

STATE OF New Mexico)
COUNTY OF Otero)

On this 21st day of November, 1951, before me personally appeared

~~Frank Bonnell and wife, Lula Mae Bonnell,~~ JAMES M. BENNELL AND WIFE
ANN BENNELL
to me known to be the person as 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 21st day of November, 1951

Wm. L. ...
Notary Public
OTERO COUNTY, N.M.

My commission expires:
MAY 15, 1951

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

James M. Bonnell and wife, Ann Bonnell,
Clouderoft, New Mexico.

Tract No. 86
Tract No. 90

James M. Bonnell
(James M. Bonnell)

Ann Bonnell
(Ann Bonnell)

STATE OF New Mexico)
COUNTY OF Otero)

On this 5 day of January, 1952, before me personally appeared James M. Bonnell and wife, Ann Bonnell,

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 5 day of January, 1952.

[Signature]
Notary Public

My commission expires:

Aug. 9, 1952

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

William F. Calkins Estate,
By: Wayland Calkins (a son)
Lillian Calkins, wife of Wayland Calkins
R. F. D. #1, Imbecilia, Oregon

Tract No. 51

Wayland Calkins
Lillian Calkins

BEST AVAILABLE COPY

STATE OF OREGON
COUNTY OF Douglas

On this 1st day of December, 1951, before me personally appeared Wayland Calkins and wife, Lillian Calkins

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 1st day of December, 1951.



Flora D. Holt Postmaster
Notary Public
ex officio

My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
<i>John R. [illegible]</i>	[illegible] 51
<i>Roy P. Calkins</i>	[illegible], RFD #1-
<i>Wenona Calkins</i>	<i>Ruth Calkins Fuller</i>
<i>Carrie M. Calkins</i>	<i>Tom R. Fuller</i>

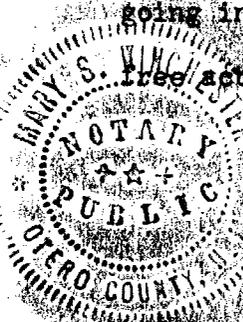
STATE OF _____)
 COUNTY OF _____)

BEST AVAILABLE COPY

On this 16th day of _____, 1951, before me personally
 appeared John R. [illegible]

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 16th day of _____, 1951.



Mary S. Winchester
 Notary Public

My commission expires:
9-1-54

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Roy P. Caulkins and wife, Wenona Caulkins,
(also called "Calkins")
Weed, New Mexico

Tract No. 51
Tract No. 5

Roy P. Calkins
Wenona Calkins

STATE OF New Mexico)
COUNTY OF Otero)

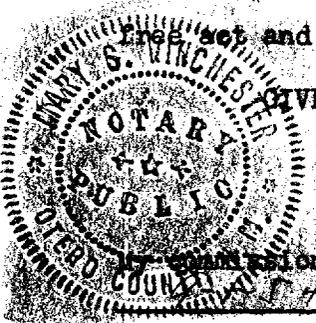
On this 10th day of November, 1951, before me personally appeared

Roy P. Calkins and wife, Wenona Calkins,

to me known to be the person 5 described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as theirs free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of November, 1951,

Mary Winchester
Notary Public



My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

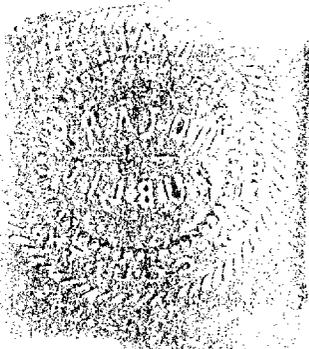
SIGNATURE AND ADDRESS

DESCRIPTION

Mrs. W. D. Davis, widow,
William L. Davis and wife, Wanda Jean Davis,
Frances Young and husband, W. G. Young,
Box 546, Alamogordo, New Mexico

Tract No. 53
Tract No. 54
Tract No. 76

Mrs. W. D. Davis
Wanda Jean Davis
William L. Davis
Frances Davis Young
W. G. Young



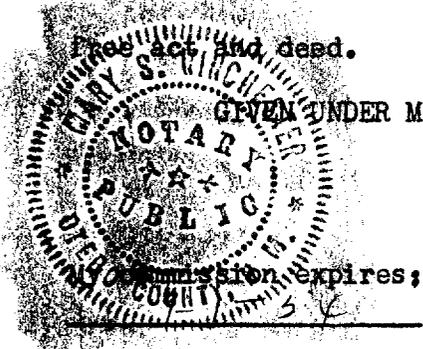
STATE OF New Mexico
COUNTY OF Otero

On this 9th day of November, 1951, before me personally appeared Mrs. W. D. Davis, widow, William L. Davis and wife, Wanda Jean Davis, and Frances Young and husband, W. G. Young,

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 9th day of November, 1951.



Mary S. Kirchner
Notary Public

Cover

ILLEGIBLE

SOUTHERN PRODUCTION COMPANY, INC.

SUCCESSOR TO DANGIGER OIL & REFINING COMPANY

W. T. WAGGONER BUILDING

FORT WORTH, TEXAS

December 28, 1951

PFC Thomas Douglas Davis, 54027969
 Heavy Mortar Company,
 160th Infantry Regiment, 40th Div.,
 APO 6,
 San Francisco, California

Re: Cloudcroft Unit Area
 Otero County, New Mexico
 Tracts: 53, 54, and 76

Dear Sir:

Possibly in your exchange of correspondence with your mother in Alamogordo, New Mexico you have been advised that we were unitizing an area for development under oil and gas leases held by this Company, The Texas Company and C. H. Murphy, Jr., and that your mother, brother and sister had executed certain papers in connection therewith.

We enclose herewith photostatic copy of the ratification and joinder of unit agreement and photostatic copy of oil and gas lease showing execution thereof by your mother, brother and sister.

We also enclose herewith original oil and gas lease drawn for your execution covering the lands described in your mother's lease, plus the 380.00 acres, tract #49, which is The Texas Company lease that you did not sign with your other folks in 1944 for the reason that you were then a minor.

Also, we enclose herewith, drawn for your execution, ten (10) copies of ratification and joinder of unit agreement covering the above captioned tracts. Also enclosed is our Company check 16449 dated December 20, 1951 made payable to you in the amount of \$26.57 which is in payment for your undivided 1/8th interest in the lands described in the oil and gas lease.

Please go before a proper officer and sign and acknowledge the oil and gas lease, the rider containing the description on said lease and have the officer to be certain to properly fill out all blank spaces. Also the ten (10) copies of the ratification and joinder of unit agreement are to be handled in the same manner.

After the papers have been duly executed, please return them in the stamped self-addressed envelope enclosed herewith.

Yours very truly,

SOUTHERN PRODUCTION COMPANY, INC.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Homer Davis and wife, Isabel Davis,
Cloudfcroft, New Mexico

Tract # 55

Homer Davis
Isabel Davis

STATE OF New Mexico)
COUNTY OF Otero)

On this 16th day of November, 1951, before me personally appeared

Homer Davis and wife, Isabel Davis.

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 16th day of November, 1951.

Mary S. Winchester
Notary Public



My commission expires: _____

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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SIGNATURE AND ADDRESS

DESCRIPTION

Howard L. Goss and wife,
Marion Goss,
Wesley, New Mexico

Tract no. 56

Howard L. Goss

BEST AVAILABLE COPY

Marion Goss

STATE OF New Mexico }
COUNTY OF Otero }

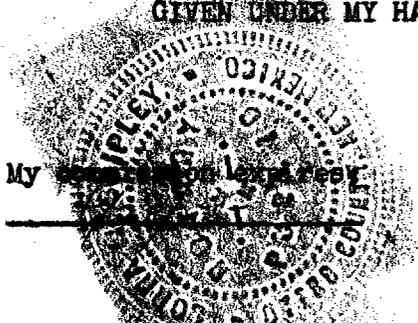
On this 20 day of November, 1951, before me personally appeared

Howard L. Goss and wife Marion Goss

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 20 day of November, 1951.

Larua M. Shibley
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Leon Green and wife, Carrie Green,
Cloudcroft, New Mexico

Tract No. 57
Tract No. 60

Leon Green
Carrie Green

STATE OF New Mexico)
COUNTY OF Alamo)

On this 7th day of March, 1952, before me personally appeared

Leon Green and wife, Carrie Green,

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 7th day of March, 1952.

W. H. Scott
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

ndw
 Pearl Green Bass, *and husband, N. C. Bass*
 1412 Michigan Ave. Cloudcroft, N.M.
 Alamogordo, New Mexico

DESCRIPTION

Tracts nos: 54-67-68-69
~~Tract No. 53~~
 Tract No. 54
~~Tract No. 57~~
~~Tract No. 68~~ *ndw*
~~Tract No. 69~~
 Tract No. 58
 Tract No. 58-A
 Tract No. 70
 Tract No. 71

Pearl Green Bass
or N C Bass

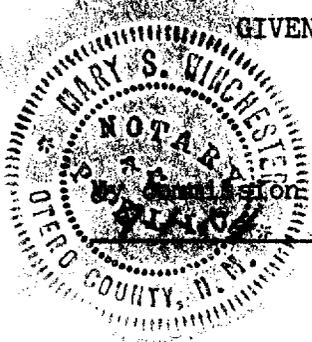
STATE OF New Mexico)
)
 COUNTY OF Otero)

On this 7th day of November, 1951, before me personally appeared

Pearl Green Bass, and husband, N. C. Bass

to me known to be the persons described in and who executed and delivered the foregoing instrument, and acknowledged to me that THEY ~~she~~ executed the same as THEIR ~~her~~ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of November, 1951.



Mary S. Winchester
 Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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SIGNATURE AND ADDRESS

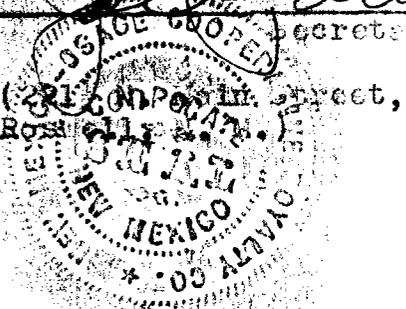
DESCRIPTION

New Mexico-Ogale Cooperative Royalty Co.,

By *J. Patterson*
President

Tract #58-A
" #63
" #71
"

Attorney:
J. Patterson
Secretary.



STATE OF _____)
COUNTY OF _____)

On this ___ day of _____, 195___, 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 _____, 195___.

Notary Public

My commission expires:

RATIFICATION AND JOINDER OF UNIT AGREEMENT

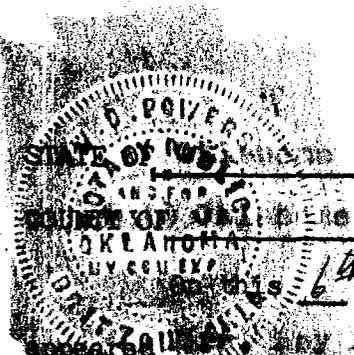
In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, State of NEW MEXICO, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein, or royalties presently 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, briefly described opposite his signature, 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.

<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
Mrs. May Patterson, widow of G. F. Patterson, deceased, 1014 N. 97th Street., Oklahoma City 14, Oklahoma.	Tract #58-A #71

Mrs. May Patterson
(Mrs. May Patterson)

BEST AVAILABLE COPY



... this 6th day of December, 1951 before me personally
appeared May Patterson, widow of G. F. Patterson, deceased,
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 6th day of December, 1951.

[Signature]

Notary Public

My Commission expires:
Jan 31 - 1953

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

C. A. Nixon, and wife, Lydia M. Nixon,
411 Palace Bldg.,
Tulsa, Oklahoma.

Tract No. _____
Tract No. 58-A
Tract No. 71
Tract No. 63

C. A. Nixon
(C. A. Nixon)
Lydia M. Nixon
(Lydia M. Nixon)

BEST AVAILABLE COPY

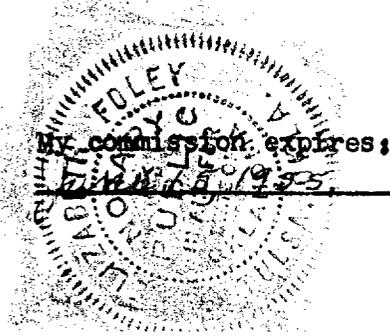
STATE OF Oklahoma)
COUNTY OF Tulsa)

On this 24th day of January, 1952, before me personally appeared C. A. Nixon and wife, *Lydia M. Nixon,*

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 January, 1952.

Elizabeth Foley
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Fred T. Hildt, and wife Lena Hildt
~~Dwight~~ Building, Tulsa, Oklahoma.

Tract No. 58-A
Tract No. 71
Tract No. 63

Thompson

Fred T. Hildt
(Fred T. Hildt)
Lena Hildt

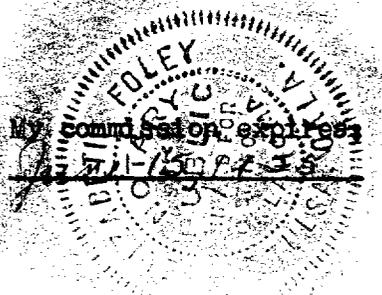
STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 28th day of January, 1952, before me personally appeared
Fred T. Hildt and wife, Lena Hildt

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 28th day of January, 1952.

Elizabeth Foley
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

**Phillip Green and wife, Callie Lee Green,
Cloudcroft, New Mexico**

Tract No. 59

Phillip Green
Callie Lee Green

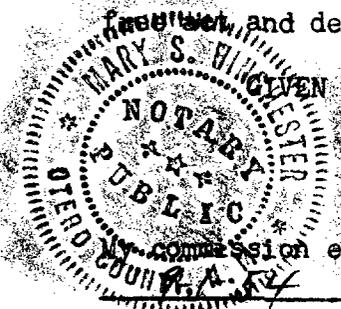
STATE OF New Mexico)
COUNTY OF Otero)

On this 24th day of November, 1951, before me personally appeared

Phillip Green and wife, Callie Lee Green,

to me known to be the person g described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their husband and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of November, 1951.



Mary S. Winchester
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Vernus M. Carey and wife, Mary Louise Carey,
c/o YMCA, El Paso, Texas.

Tract No. 61

Vernus M. Carey
Mary Louise Carey

STATE OF Texas)
COUNTY OF El Paso)

On this 12th day of November, 1951, before me personally appeared

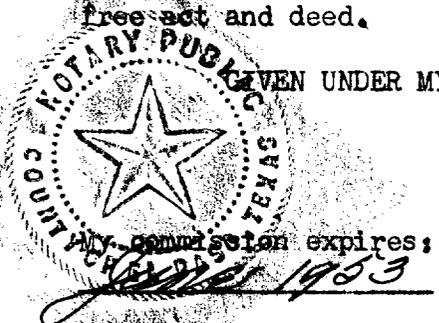
Vernus M. Carey and wife, Mary Louise Carey,

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 theirs

free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of November, 1951.

[Signature]
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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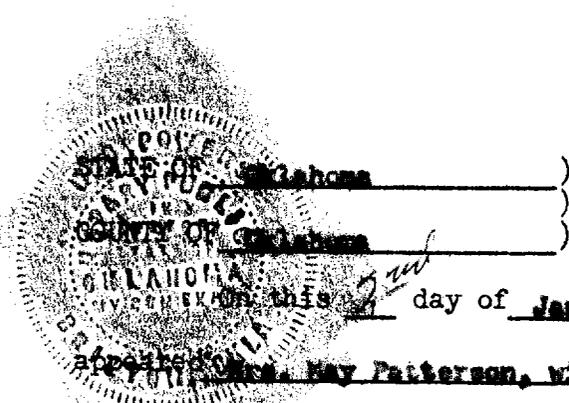
SIGNATURE AND ADDRESS

DESCRIPTION

Mrs. May Patterson, widow of G. F. Patterson, deceased
1014 NW 97th Street
Oklahoma City 14, Oklahoma

Tract #63

Mrs. May Patterson
(Mrs. May Patterson)



On this 2nd day of January, 1952, before me personally

Mrs. May Patterson, widow of G. F. Patterson, deceased.

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 2nd day of January, 1952.

G. D. Fowler
Notary Public

My commission expires:
Jan 21 1953

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Tract No. 63

T. B. Longwell
Marianne Longwell

STATE OF _____)
COUNTY OF _____)

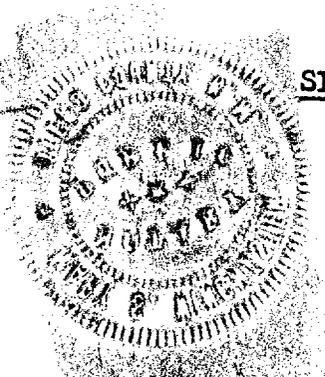
On this 19 day of _____, 195 , before me personally appeared _____

to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his res. and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of _____, 195 .

Helen B. E. Hoover
Notary Public

My commission expires: 3-21-54



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

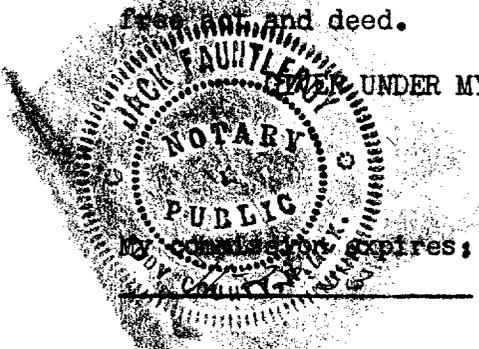
*Glenn O'Bannon and wife,
Ruby O'Bannon,
Artesia, N. M.*

*Tract No. 64
Tract No. 50*

*Glenn O'Bannon
Ruby O'Bannon*

STATE OF New Mexico }
COUNTY OF Eddy }

On this 23 day of November, 1951, before me personally appeared Glenn O'Bannon and wife Ruby O'Bannon 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, full, and deed.



WITNESSED UNDER MY HAND AND SEAL OF OFFICE, this 23 day of November, 1951.

Jack Fauntleroy
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Harvey G. Tally and wife, Maggie M. Tally,
Cloudcroft, New Mexico
Cloudcroft,

Tract No. 66
Tract No. 68

Harvey G. Tally
Maggie M. Tally

STATE OF New Mexico)
COUNTY OF Otero)

On this 8th day of November, 1951, before me personally appeared

Harvey G. Tally and wife, Maggie M. Tally,

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



UNDER MY HAND AND SEAL OF OFFICE, this 8th day of November, 1951.

Mary S. Winchester
Notary Public

My commission expires:
9-1-54

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. D. J. Yerian
Jet, Oklahoma

#6308 - Cloudercroft Area - Otero County, New Mex.
Tract #67 - SE/4 SE/4, Sec. 26; NE 4 NE/4, Sec.
35, T-16-S, R-11-E.

Dear Mr. Yerian:

You are the owner in fee simple title of the above described land, on which we own a valid and subsisting oil and gas lease in current good standing.

The captioned land lies within an area embraced in T-16-17-18-S, R-11-12-E, where we are at work on a unitization of Federal, State and Patented land under a cooperative or unit plan of development or operation, as evidenced by our Unit Agreement of October 8, 1951, executed by The Texas Company, our company, and C. H. Murphy, Jr., in which we are designated as Operator.

Under date of December 18, 1951 we mailed to you a copy of Unit Agreement, together with 11 copies of ratification and joinder of unit agreement, which, if executed by you, would place this lease and your royalty in that unitization agreement. We did not receive a reply from you in the premises and under date of January 30, 1952, we had our representative, Mr. A. D. Stovall, call on you and discuss these matters with you. You advised that you would give us your decision shortly thereafter as to whether or not you wanted to unitize your royalty.

We have not heard from you, and in order to comply with the various Government statutes and regulations, we must invite all owners of interests within our unitized area to participate in the development plan, and the owners of royalty join therein through the execution of ratification and joinder of unit agreement. If such owners do not care to participate, lease or assign leases to us, and execute the ratification and joinder of unit agreement, then we must, in lieu of such papers, show evidence of such owner's refusal to participate.

An extra copy of this letter is enclosed for your file, and it would be appreciated if you would return the original hereof to us, signing in the space provided indicating your refusal to place your royalty in the unit in case you do not wish to participate in the unitization agreement.

Mr. D. J. Yerian
#2 - 4/2/52

We are anxious to place all papers in line for final approval in order that we might proceed with our development plans at the earliest date possible, and it would be very greatly appreciated if you would favor us with early action in the premises.

Very truly yours

ROBERT W. ...

L. ... Coody

FDC
AFS:mb

Jet, Oklahoma

Date: _____

I do not care to participate in the above unit plan.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

*Crayton Ellison and wife,
Lora Ellison
Cloudcroft N.M.
Lora Ellison*

Tract # 69

Witnesses
to mark: *Crayton X Ellison*
Arthur Ellison

STATE OF New Mexico)
COUNTY OF Otero)

On this 17th day of November, 1956 before me personally appeared

Crayton Ellison and wife, Lora Ellison,

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 17th day of November 1956



Mary S. Winchester
Notary Public

My commission expires: _____



YOUNG MEN'S CHRISTIAN ASSOCIATION

PHONE 3-6322

EL PASO, TEXAS

BRIDGE #7

BOARD OF DIRECTORS

H. D. FULWILER, *President*
ROBERT E. MCKEE, *1st Vice-President*
E. G. MAGRUDER, *2nd Vice-President*
BATES BELK, *Secretary*
A. R. GRAMBLING, *Treasurer*

March 5, 1952

CARLOS L. CARTER
L. M. McDANIEL
W. J. CHESAK
H. J. PONSFORD
PAUL O. MOORE
DR. J. L. WALLER
B. A. PENDLEY
JOHN C. SCHULLER, JR.
CLAUDE B. OLNEY
V. M. CAREY
DALE RESLER
THAD A. STEELE
DAVID E. PRICE
ERVIN H. SCHNEIDER
W. E. CASTEEL
R. T. HOOVER, JR.
E. M. KELLEY
C. L. NORTH, JR.
R. F. HAYNSWORTH

Mr. E. D. Coady
Southern Production Company, Inc.
W. T. Waggoner Building
Fort Worth, Texas

Dear Mr. Coady:

This letter concerns the Lease on Tract #77, Cloudcroft Area, NE 1/4 Sec. 31, T-10-S, R-11-E.

I am very sorry that it has not been possible to give you an answer before this. During the month of February we were in the middle of our Annual Membership Roundup, and the board tabled this matter until the March meeting.

They feel that at this time they would prefer not to go into any type of agreement or lease.

Sincerely,

Vernus Carey
General Secretary

HONORARY BOARD

JAS. A. DICK, SR.
C. M. HARVEY
J. D. FOSTER
A. L. HOLM
ROBERT LANGRISH
C. R. MOBRILL
LEO DOUGLAS
DR. BRUCE SCHLEIFER
EDW. D. HODGE
SCOTT H. WILKINSON
JOHN W. CORRELL

VC/ct

EMPLOYED STAFF

V. M. CARBY, *General Secretary*
J. S. RAWLINS, *Business and Membership*
ALBERT C. O'LEARY, *Health & Phy. Ed*
ALVIN BROOM, *Adult Program*
ALBERT McCALL, *Boys' Work Secretary*
TERRILL SCARCE, *Associate Boys*
JOE BULLOCK, Jr. *Hi-Y*
BILL DUNCIONO, *Health Department*
MELBICIO TRUJILLO, *Industrial*

MEMBER
AGENCY

COMMUNITY
CENTRE

Mr. J. W. Carey
#2 - 12/14/51

We enclose herewith for execution by the YMCA 11 copies of Ratification and Joinder of Unit Agreement, 10 of which are for execution and return to us, the other copy being for your file.

As mentioned to you, we are paying for the unleased patented land the sum of 50¢ per acre as bonus, with an annual delay rental of 25¢ per acre, the lease being on a standard New Mexico form, running for a primary term of 5 years. Original and duplicate of the lease is enclosed for your consideration, together with draft to the El Paso YMCA, which should be drawn and endorsed by your proper officers.

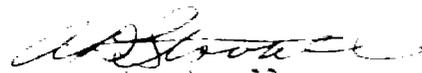
We are unable to prepare these papers ready for execution because we do not know your manner of execution, and we ask that, in case your committee recommends the execution of all papers, your company complete the same filling out all blanks, inserting the name of your depository bank, and having proper New Mexico acknowledgments, according to your authority, with certified copy of resolution by your board, authorizing the execution of these papers, and then forward all matter through the bank of your choice for collection through our El Paso office as indicated in the draft. You are to retain a complete unitization agreement, copy of the ratification thereof and copy of the oil and gas lease for your files.

We thank you very kindly for the execution by you of the ratification of the unitization agreement covering your lease on the oil and gas lease which we are under lease to The Texas Company and which ratification was executed about a month ago when the writer first visited you.

We respectfully await a reply from you in the near future.

Very truly yours

WILLIAM BROWNELL, JR., NY, INC.



W. B. Brownell

AD3:mb
Attach.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Albert Ward Estate, Virginia
c/o Ruth Crabtree, Otero, ~~NEW MEXICO~~

Tract No. 73

Ruth Crabtree
Ruth Crabtree

STATE OF Virginia
COUNTY OF Bland

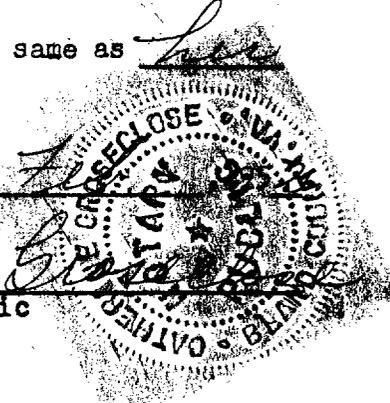
On this 5 day of February, 1952, before me personally appeared

Ruth Crabtree

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 5 day of February

Catherine G. ...
Notary Public



My commission expires;
Sept. 17, 1955

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Lita Polson, Widow,
Cloudcroft, New Mexico

Tract No. 74
Tract No. 74-A

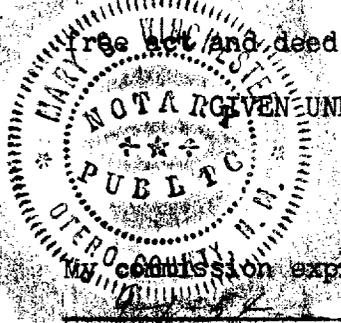
Lita Polson

STATE OF New Mexico)
COUNTY OF Otero)

On this 9th day of November, 1951, before me personally appeared

Lita Polson, 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 9th day of November, 1951.

Mary S. Hunt
Notary Public

February 22, 1952

Messrs. R. E. Windham and A. F. Carter
1807 Webster
San Angelo, Texas

Tract #77 - R. E. Windham & A. F. Carter
Cloudcroft Area - Otero County, New Mex.
S/2 NE/4 and W/2 SE/4, Sec. 21-17-11,
containing 160 acres

Gentlemen:

This company, The Texas Company and C. E. Murphy, Jr. had entered into a unit agreement for the development and operation of the Cloudcroft unit area in the above county, such agreement being dated October 8, 1951, which unitizes leases on federal, state and patented lands, it being necessary for such purposes that royalty owners ratify such agreement unitizing their royalty.

If patented tracts in the unit area are unleased, in order to comply with Government regulations, we must offer to lease such tracts and give such owners a chance to participate in this development. If they do not care to lease, then we must show evidence of such refusal, and this evidence must be attached to the unit agreement and other papers for approval by governmental authorities.

Our Mr. Stovall, on December 3 and 4, 1951, discussed this matter in detail with you by telephone when he was then in Midland, Texas. You stated that Mr. Windham was absent from the city and that you would later discuss the matter with him. We mailed the unit agreement and necessary papers to Mr. A. F. Carter for such execution from this office on December 15, 1951 and receiving no reply, we traced Mr. Carter under date of January 17, 1952, which letter is also unanswered.

Our Mr. Stovall has just called Mr. Carter from this office and was advised that if Mr. Windham is now in San Angelo this matter will be taken up with him and that we would be given a reply in the premises. An extra copy of this letter is enclosed and we ask that you gentlemen, if you do not care to execute these papers, please return the original of this letter to us and that each of you sign thereon a simple statement to the effect that you do not care to participate in this development, since you stated this morning that you did not care to join and were of the opinion that Mr. Windham did not care to execute these papers.

Looking toward early development, we would appreciate an early reply in the premises in order that we might present all enclosed papers to the necessary agencies for approval.

Very truly yours

February 22, 1952

Messrs. F. W. Windham and A. J. Carter
1807 Webster
San Angelo, Texas

Tract #77 - F. W. Windham & A. J. Carter
Cloudcroft Area - Otero County, New Mex.
S/2 NE/4 and N/2 SE/4, Sec. 21-17-11,
containing 160 acres

Gentlemen:

This company, The Texas Company and C. D. Murphy, Jr. had entered into a unit agreement for the development and operation of the Cloudcroft unit area in the above county, such agreement being dated October 8, 1951, which unitizes leases on federal, state and patented lands, it being necessary for such purposes that royalty owners ratify such agreement unitizing their royalty.

If patented tracts in the unit area are unleased, in order to comply with Government regulations, we must offer to lease such tracts and give such owners a chance to participate in this development. If they do not care to lease, then we must show evidence of such refusal, and this evidence must be attached to the unit agreement and other papers for approval by governmental authorities.

Our Mr. Stovall, on December 3 and 4, 1951, discussed this matter in detail with you by telephone when he was then in Midland, Texas. You stated that Mr. Windham was absent from the city and that you would later discuss the matter with him. We mailed the unit agreement and necessary papers to Mr. A. J. Carter for such execution from this office on December 15, 1951 and receiving no reply, we traced Mr. Carter under date of January 17, 1952, which letter is also unanswered.

Our Mr. Stovall has just called Mr. Carter from this office and was advised that if Mr. Windham is now in San Angelo this matter will be taken up with him and that we would be given a reply in the premises. An extra copy of this letter is enclosed and we ask that you gentlemen, if you do not care to execute these papers, please return the original of this letter to us and that each of you sign thereon a simple statement to the effect that you do not care to participate in this development, since you stated this morning that you did not care to join and were of the opinion that Mr. Windham did not care to execute these papers.

Looking toward early development, we would appreciate an early reply in the premises in order that we might present all executed papers to the necessary agencies for approval.

Very truly yours

WILLIAM WINDHAM, JR.

San Angelo, Texas
February 25, 1952

TRACT #77

Gentlemen;

I never knew that owning property could be such a burden. I have not been able to get hold of R. E. Windham, so I am writing you that I am not interested in your deal at all and I would appreciate it very much if you folks would just forget me.

Yours very truly,



A. B. Carter
1807 Webster St.
San Angelo, Texas

Southern Pacific Company

65 MARKET STREET, SAN FRANCISCO 5, CALIFORNIA

LAND DEPARTMENT

IN REPLY PLEASE REFER TO

3261

SOUTHERN PACIFIC LAND CO.
SOUTHERN PACIFIC RAILROAD CO.
CENTRAL PACIFIC RAILWAY CO.

RECEIVED
LAND COMMISSIONER
M. J. COYIN
STATE LAND COMMISSION

Tract # 78

JAN 11 1951

Southern Production Company, Inc.
W. T. Waggoner Building
Fort Worth, Texas

Attention: Mr. A. D. Stovall

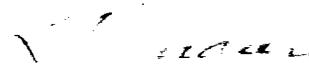
Re: Cloudercroft Area
Otero County, New Mex.
Tract #78-El Paso and Southwestern RR Co

Gentlemen:-

Your letter of December 15, 1951 to Mr. Paul V. Harris Tax and Right of Way Agent at El Paso, Texas, and attached copy of Unit Agreement for the Development and Operation of the Cloudercroft Unit Area, eleven copies of Ratification and Joinder of Unit Agreement, original and duplicate of Oil and Gas Lease standard New Mexico form, Draft in the amount of \$40.00 prepared for endorsement by our Executive Officers and photostatic copy of a letter from George A. Shipley, Attorney at Law, Alamogordo, New Mexico, have been referred to me for consideration.

Please be advised that I do not wish to recommend to our Executive Officers that we lease this property for oil and gas development at the present time, and therefore return herewith the enclosures forwarded to Mr. Harris listed above.

Very truly yours,



December 15, 1951

Mr. Paul V. Harris
Tax & Right-of-Way Agent
Southern Pacific Company
416 N. Stanton Street
El Paso, Texas

Tract #78

Cloudercroft Area
Otero County, New Mex.
Tract #78 - El Paso and Southwestern RR Co

Dear Mr. Harris:

On December 6, 1951, when the writer was in El Paso, we discussed briefly over the telephone the matter of the unitization agreement we are working on covering various lands in the Cloudercroft unit area, your above captioned tract being the N/2 of the SW/4 of Section 12, T-16-S, R-11-W, comprising 80 acres, more or less, which is not presently under an oil and gas lease. You advised that this proposition will have to be submitted to your San Francisco, California office for decision and suggested that we mail to you all of the papers for consideration.

We enclose herewith copy of Unit Agreement for the development and operation of the Cloudercroft Unit area, County of Otero, State of New Mexico, comprising 23 pages, the last two pages of which are photostatic copies showing execution and acknowledgment of this agreement as of October 8, 1951 by Southern Production Company, Inc., The Texas Company and C. H. Murphy, Jr., to which is attached Exhibit "A", being a map of the unit area, and Exhibit "B", consisting of 19 pages, being a schedule showing percentage and kind of ownership of oil and gas interests in all lands in the unit area.

This agreement consists largely of numerous paragraphs affecting government regulations and shows the continuous obligations on our part for drilling and developing, and shows the manner in which royalty owners participate in participating areas, if production of the unitized substances should be discovered, which participating areas we would have to develop while, at the same time, continuing the drilling of non-productive areas, which might result in additional participating areas within the unit.

We enclose herewith photostatic copy of letter from the Hon. George A. Shipley, Attorney at Law, Albuquerque, New Mexico, dated November 2, 1951, addressed to the writer, in which he states the substance of the above agreement and suggests that you advise the writer of your decision thereon.

December 15, 1951

Mr. Paul V. Harris
Tax & Right-of-Way Agent
Southern Pacific Company
416 N. Stanton Street
El Paso, Texas

Tract #78

Cloudercroft Area
Otero County, New Mex.
Tract #78 - El Paso and Southwestern RR Co

Dear Mr. Harris:

On December 6, 1951, when the writer was in El Paso, we discussed briefly over the telephone the matter of the unitization agreement we are working on covering various lands in the Cloudercroft unit area, your above captioned tract being the W/2 of the SW/4 of Section 12, T-18-S, -12-S, comprising 80 acres, more or less, which is not presently under an oil and gas lease. You advised that this proposition will have to be submitted to your San Francisco, California office for decision and suggested that we mail to you all of the papers for consideration.

We enclose herewith copy of Unit Agreement for the development and operation of the Cloudercroft Unit area, County of Otero, State of New Mexico, comprising 23 pages, the last two pages of which are photostatic copies showing execution and acknowledgment of this agreement as of October 8, 1951 by Southern Production Company, Inc., The Texas Company and C. H. Murphy, Jr., to which is attached Exhibit "A", being a map of the unit area, and Exhibit "B", consisting of 19 pages, being a schedule showing percentage and kind of ownership of oil and gas interests in all lands in the unit area.

This agreement consists largely of numerous paragraphs affecting government regulations and shows the continuous obligations on our part for drilling and developing, and shows the manner in which royalty owners participate in participating areas, if production of the unitized substances should be discovered, which participating areas we would have to develop while, at the same time, continuing the drilling of non-productive areas, which might result in additional participating areas within the unit.

We enclose herewith photostatic copy of letter from the Hon. George A. Shipley, Attorney at Law, Alamogordo, New Mexico, dated November 3, 1951, addressed to the writer, then in Alamogordo, in which he quotes the description of the above described tract and suggests, for the benefit of several royalty owners who had been advised of the proposed unitization, that you should advise them in any of the following manner:

Mr. Paul V. Harris
Page 2, 12/15/51

whom they could place their trust. Such owners have readily joined in this effort since being so advised.

We enclose herewith, for execution by your companies, 11 copies of Ratification and Joinder of Unit Agreement, 10 of which are for execution and return to this office, the other copy being for your file.

As mentioned to you, we are paying for the unleased patented land the sum of 50¢ per acre as bonus, with an annual delay rental of 25¢ per acre, the lease being on a standard New Mexico form, running for a primary term of 5 years. Original and duplicate of the lease are enclosed for your consideration, together with draft in the amount of \$40.00, which should be drawn and endorsed by your proper officers.

We are unable to prepare these papers ready for execution because we do not know your manner of execution, and we ask that, in case your committee recommends the execution of all papers, your company complete the same filling out all blanks, inserting the name of your depository bank, and having proper New Mexico acknowledgments, according to your authority, with certified copy of Resolution by your board, authorizing the execution of these papers, and then forward all matter through the bank of your choice for collection through our Ft Worth bank as indicated in the draft. You are to retain the complete unitization agreement, copy of the ratification thereof and copy of the oil and gas lease for your files.

We do not know the exact manner of execution by your companies, as above stated, but we did note on the Otero County records that various instruments are executed by "El Paso Southwestern Railroad Company by George L. Ballard, President, Attest: Ray G. Millwright, Secretary, and Southern Pacific Company, by G. F. Peterson, Vice-President, Attest: Ray G. Millwright, Assistant Secretary." We ask that you kindly make all papers conform to your usual procedure as to execution.

We would greatly appreciate it if you could acknowledge receipt of the enclosures, indicating that you have passed the matter on for official determination.

RET

Received from the *Postmaster*
number of which appears *on the*

1

2

Date of delivery

Mr. James W. Stagner
#2 - 4/2/52

be appreciated if you would return the original hereof to us, signing in the space provided as legal representative of the J. B. Leck estate, indicating your refusal to have your clients lease the captioned land to us and unitize their royalty.

We are anxious to place all papers in line for final approval in order that we might proceed with our development plans at the earliest date possible, and it would be very greatly appreciated if you would favor us with early action in the premises.

Very truly yours

SOUTHERN PRODUCTION COMPANY, INC.

E. E. Coady

Carlsbad, New Mexico

Date: _____

As legal representative of the J.F. Leck estate,
I do not care to have my clients participate in
the above unit plan.

Attorney-at-Law for J.F. Leck Estate

Track #10

OFFICERS

President:

T. M. Cramer

Vice Presidents:

C. M. Henderson
Elmer G. Wells*
Paul D. Wilmot
S. P. Yates
C. C. Yearwood

Commissioner:

D. N. Pope

Treasurer:

T. L. Gardner, Jr.

National Council Members:

E. B. Bullock
V. Scott Johnson
Melvin Schumpert
Zane E. Smith

Executive Board Members:

W. K. Aldridge
Ben Alexander
Earl Allen
W. D. Askew
F. E. Atkinson
L. A. Beard
J. W. Blocker
Austin Brooks
J. L. Burke, Jr.
Reese Cagle
Bedford Caldwell
John Campbell
Floyd Childress
J. S. Click
Wilbur Coe
Thad Cox
James R. Craft
Jack Danglede
K. M. Davis
W. O. Dunlap
J. W. Eaves
Jack Eichenberger
Henry Felts
H. A. Fisher
Hobby Gann
Floyd Golden
Jack Gomez
James Hall
Therman Harris
H. J. Heard
Walker Hubbard
M. G. Hunt
A. E. Huntsinger
Peter Hurd
J. D. Jackson
G. Wilbur Jones
Hugh W. Kiddy
S. W. Lodewick
Ray Lofton
R. E. McAlister
A. C. McIntosh
J. F. Maddox
Charles Malone
M. A. Mansur
Grady Maples
Robert Melrose
A. D. Menoud
Frank Miller
W. C. Moody
B. N. Muncy, Jr.
Irvin P. Murphy
E. W. Parchman
Bruce Pardue
E. C. Reddy
Henry E. Samson
Lyman Sanders
Charlie Sanford
E. A. Schoeld
C. D. Scott
A. W. Skarda
Clifford Smith
J. D. Smith
R. T. Spence
Howard Stroup
E. E. Tusha
R. D. Wait
Ernest Wheeler, Jr.
Bud Williams
John Wood
Frank Wortman

EASTERN NEW MEXICO AREA COUNCIL [413]



BOY SCOUTS OF AMERICA

Box 791

Roswell, New Mexico

February 28, 1952

Southern Production Co.
14th Floor
Waggoner Building
Ft. Worth, Texas

Gentlemen:

POST 79 & 80

The question of leasing our camp property in the Sacramento mountains was discussed at our Executive Board meeting held in Roswell, January 22, 1952.

A motion was passed authorizing the Council President to appoint a committee to study this and in the same motion the committee was given full authority to act in behalf of the council.

The committee has had its meeting and has decided not to enter into the agreement.

Very sincerely yours,

EASTERN NEW MEXICO AREA COUNCIL
Boy Scouts of America

Howard Brawn

Howard Brawn
Scout Executive

c.c. J. F. Maddox, Council President

HB:lb

Scout Executive:

Howard Brawn

Field Staff:

Oscar P. Cantwell
John E. Clardy
Yorel Harris
Henry H. McGinty
William T. McRee

NEW MEXICO

MANAGING CHAIRMAN:

February 20, 1952

Eastern New Mexico Area Council
Boy Scouts of America
Box 791
Roswell, New Mexico

Att: Mr. Howard Brown
Scout Executive and Area Executive Council

Cloudcroft Unit Area
Otero County, New Mexico
Tracts Nos. 79 and 80

Gentlemen:

This refers to our letter of November 28, 1951, with which we mailed to you unitization agreement, ratification thereof, and an oil and gas lease with draft attached, which papers were for execution by your authorized officers should you care to enter into this plan for development as described therein.

We have not heard from you in the above connection. Please advise us by return mail the present status of this matter. If the papers are out for execution, please advise us about when we may expect to receive same, or if you and your officers decide not to enter into this agreement, then please advise us in this connection also.

We are very anxious to present all of the papers on this unit agreement for approval, looking to early development in this area.

Very truly yours

SOUTHERN PRODUCTION COMPANY, INC.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

Ray Y. Davis and wife, Nora Lee Davis,
110 Canal St., Carlsbad, New Mexico

Tr of No. 81

Nora Lee Davis
Ray Y. Davis

STATE OF New Mexico)
COUNTY OF ddy)

On this 24 day of November, 1951, before me personally appeared

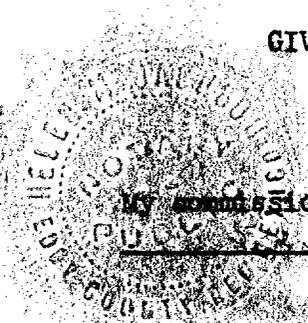
Ray Y. Davis and wife, Nora Lee Davis,

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 24 day of November, 1951.

William M. Jackson
Notary Public

My commission expires: _____



TRACT #82

WILLIAM MOSS

POST OFFICE BOX 3229

ODESSA, TEXAS

Dear Mr. [illegible]:

I have [illegible]
received [illegible]
the [illegible]

I am [illegible]
of [illegible]
[illegible]

Please [illegible]

ILLEGIBLE

December 14, 1951

Mr. William Moss
 P.O. Box 3229
 Odessa, Texas

Cloudercroft Area
 Otero County, New Mex.
 Tract #82 - W.M. MOSS, ET AL
 NW/4, W/2 SE/4 and SE/4 SW/4 Sec. 10
 S/2 NW/4 Sec. 14; S/2 N/4 Sec. 15; and
 S/2 SE/4 and SE/4 SW/4 Sec. 22; T-18-S, R-12-E,
containing 560 acres.

Dear Mr. Moss:

When the writer was in Midland on December 4, 1951 we discussed with you over the telephone our efforts towards unitizing various leases in the Cloudercroft area, Otero County, New Mexico, in which area you and your father, Paul Moss, own the above captioned land, which is unleased.

You advised us that you were too busy at the time for a personal inspection of the papers and a discussion of the matter in detail, stating also that you were not interested in seeing the unit agreement worked out and prospecting thereunder engaged in, but did say that you would be back in Odessa in about 10 days, suggesting that we mail all papers to you and that you would go over same with your father, who is an attorney at law, after which you would advise us of your decision on the matter.

We enclose herewith copy of Unit Agreement for the development and operation of the Cloudercroft Unit area, County of Otero, State of New Mexico, comprising 23 pages, the last two pages of which are photostatic copies showing execution and acknowledgment of this agreement as of October 8, 1951 by Southern Production Company, Inc., The Texas Company and C. H. Murphy, Jr., to which is attached Exhibit "A", being a map of the unit area, and Exhibit "B", consisting of 19 pages, being a schedule showing percentage and kind of ownership of oil and gas interests in all lands in the unit area.

This agreement consists largely of numerous paragraphs affecting government regulations and shows the continuous obligations on our part for drilling and developing, and shows the manner in which royalty owners participate in participating areas, if production of the unitized substances should be discovered, which participating areas we would have to develop while, at the same time, continuing the drilling of non-participative areas, which might result in additional participating areas within the unit.

Mr. William Moss
#2 - 12/14/51

thus securing development for the area for the production of oil and gas. This was written for the benefit of many of the resident owners who were unfamiliar with such papers and who wanted the advice of an attorney of their locality in whom they could place their trust. Such owners have readily joined in this effort since being so advised.

As mentioned to you, we are paying for the unleased patented land the sum of 50¢ per acre as bonus, with an annual delay rental of 25¢ per acre, the lease being on a standard New Mexico form, running for a primary term of 5 years. Such lease is herewith enclosed, in duplicate, together with draft in the amount of \$280.00 drawn against us through our local bank, which you, your father, mother and wife may draw and endorse and send for collection, should you elect to participate in this unit.

We also enclose herewith 11 copies of Ratification and Joinder of Unit Agreement, 10 of which copies should be returned to us with the lease and draft if you should decide to execute same. You are to retain the unit agreement for your files.

We would greatly appreciate it if you could find the time within the next few days to consider this matter and advise us of your decision in the premises.

Very truly yours

SOUTHERN PRODUCTION COMPANY, INC.

A. D. Stovall
A. D. Stovall

AM:mb
Attach

STATE OF ~~NEW MEXICO~~, *Oklahoma* }
County of *Stephens* }

(Acknowledgment for Individual)

On this *4th* day of *February*, 19*52*, before me personally appeared

Virginia Umsted, widow

to me known to be the person..... described in and who executed the foregoing instrument, and acknowledged that *she*

executed the same as *her* free act and deed

Witness my hand and official seal the day and year last above written.

Jay Paschall

Notary Public

Mv commission expires *5-24-54*

Postoffice



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

SIGNATURE AND ADDRESS

DESCRIPTION

P.O. Box 142, Alty, Oklahoma
L. L. Umsted and wife, Virginia Umsted, RFD #1

Tract No. 83

L L Umsted

Witnesses to mark:
Charlene Umsted

Virginia Umsted
her + Umsted
mark.

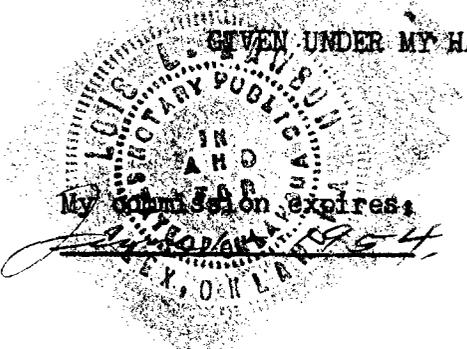
STATE OF Oklahoma
COUNTY OF Grady

BEST AVAILABLE COPY

On this 4th day of February, 1952, before me personally appeared L. L. Umsted and wife, Virginia Umsted

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 4th day of February, 1952



[Signature]
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
<p>Samuel D. Zook and wife, Helen V. Zook, <i>Samuel D. Zook</i> P. O. Box 409, Abilene, Kansas <i>Helen V. Zook</i></p> <p>Helen V. Zook 1245 1/2 So. Serrano Los Angeles 6, California (Temporary) address</p>	<p>Tract No. 84</p>

P. O. B ox 409, Abilene, Kansas --- Permanent Address

STATE OF Kansas)
 COUNTY OF Dickinson)

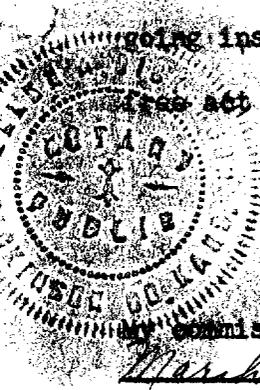
On this 1st day of February, 1952, before me personally appeared

~~Samuel D. Zook and wife~~XXXXXXXXXXXXXXXXXXXX~~Zook~~

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 February, 1952

Ellen A. Dickson
 Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
<u>Don T. Lee & Vincent M. Lee</u> (Don T. Lee) (Vincent M. Lee) Trustees of "The Trust Estate" of Curtis A. Lee, 1701 La Luz Place, and 1206 Ohio Ave., respectively, Alexandria, N. C.	Tract No. 87
<u>Charles A. Lee, Jr.</u> and _____ (Charles A. Lee, Jr.) (Caroline Lee) _____ _____, New Mexico.	
<u>Marguerite Lee (et al) and Charles Gent</u> (Marguerite Lee et al) (Charles Gent) Wife and Husband, Yoleta, Texas.	

STATE OF New Mexico,)
 COUNTY OF Otero)

On this 10 day of March, 1952 before me personally appeared

Don T. Lee & Vincent M. Lee, Trustees of "The Trust Estate" of Curtis A. Lee,
 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, and in the capacity therein stated.

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

[Signature]
 Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Ray L. Landon
(Ray L. Landon)

Tract No. 40

Clarissa D. Landon
(Clarissa D. Landon)

P.O. Box 670
Ft. Worth, Texas

STATE OF TARRANT)
COUNTY OF TARRANT)

On this 23rd day of July, 1952, before me personally appeared

Ray L. Landon and wife, Clarissa D. Landon

to be 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 act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of July, 1952.

Eather M. Day
Notary Public

My commission expires:

6/1/53

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Danny Briscoe
Denny Briscoe
Box 870, Ft Worth, Texas

Tract #7

STATE OF Texas)
COUNTY OF Tarrant)

On this 23rd day of July, 1952, before me personally appeared

Denny Briscoe

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 and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of July, 1952.

Esther M. Ray
Notary Public

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

My commission expires;
6/1/53



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

E. F. Miramont
 E. F. Miramont

Florence E. Miramont
 Florence E. Miramont

P.O. Box 670
 Ft Worth, Texas

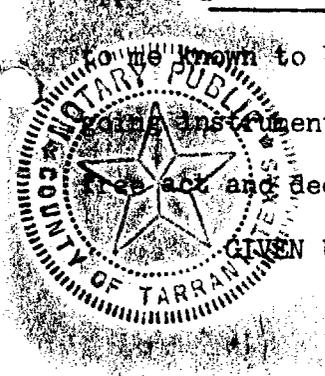
Tract 10
 " 10A
 " 10B
 " 10C
 " 10D
 " 10E
 " 10F
 " 10G
 " 10H
 " 10I
 " 10J
 " 10K
 " 10L

STATE OF Texas)
 COUNTY OF Tarrant)

On this 22nd day of July, 1952, before me personally appeared E. F. Miramont and wife, Florence E. Miramont

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 22nd day of July, 1952.



Esther M. Day
 Notary Public

My commission expires: _____

ESTHER M. DAY
 Notary Public for Tarrant Co., Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Jack Valentine
Jack Valentine

Karlene B. Valentine
Karlene B. Valentine

Tract 12
* 12
* 14
* 14
* 15
* 15

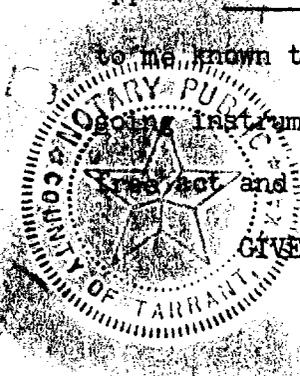
P.O. Box 670
Ft Worth, Texas

STATE OF Texas)
COUNTY OF Tarrant)

On this 22nd day of July, 1952, before me personally appeared Jack Valentine and wife, Karlene B. Valentine

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 act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of July, 1952.



Esther M. Ray
Notary Public

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

My commission expires:
6/1/53

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

W. S. Hanson
W. S. Hanson

Tract 38
• 39
• 39-1
• 39-2
• 39-3
• 41
• 42

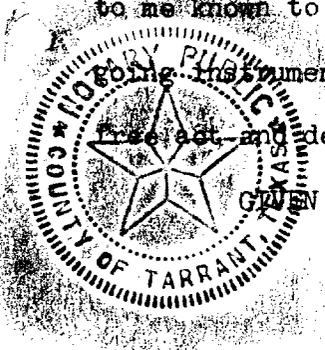
Doris A. Hanson
Doris A. Hanson

P.O. Box 670
Fort Worth, Texas

STATE OF Texas)
COUNTY OF Tarrant)

On this 22nd day of July, 1952, before me personally appeared W. S. Hanson and wife, Doris A. Hanson

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 22nd day of July, 1952.

Esther M. Ray
Notary Public

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

My commission expires: 7/23

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
<u><i>E. H. Coady</i></u> E. H. Coady	Tract 7
	" 35
	" 36
<u><i>Julie A. Coady</i></u> Julie A. Coady	" 42
	" 31

P.O. Box 670
Fort Worth, Texas

STATE OF TEXAS)
COUNTY OF TARRANT)

On this 22 day of July, 1952, before me personally appeared

~~E. H. Coady and wife, Julie A. Coady~~

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 and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 1952.

Esther M. Ray
Notary Public



My commission expires:
4/1/53

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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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SIGNATURE AND ADDRESS

DESCRIPTION

Cecil M. Swank
Cecil M. Swank

Audrey L. Swank
Audrey L. Swank

- Tract 16
- " 16-A
- " 17
- " 17-A
- " 17-B
- " 17-C
- " 18
- " 18-A
- " 20

P.O. Box 670
Fort Worth, Texas

STATE OF TEXAS)
COUNTY OF TARRANT)

On this 22 day of July, 1952, before me personally appeared

~~Cecil M. Swank and wife, Audrey L. Swank~~

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~~ act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 1952.



Esther M. Ray
Notary Public

My commission expires;
6/1/53

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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SIGNATURE AND ADDRESS

DESCRIPTION

W.K. McCamy
W. K. McCamy

Tract 4
Tract 4-A
Tract 11

Bernice P. McCamy
Bernice P. McCamy

P.O. Box 570
Fort Worth, Texas

STATE OF Texas)
COUNTY OF Tarrant)

On this 22 day of July, 1952, before me personally appeared

W. K. McCamy and wife, Bernice P. McCamy

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 act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22 day of July, 1952.



Esther M. Ray
Notary Public

My commission expires;
6/1/53

ESTHER M. RAY
Notary Public in and for Tarrant Co., Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the CLOUDCROFT UNIT AREA, County of OTERO, 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, briefly described opposite his signature, 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.

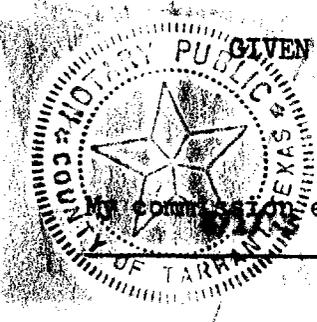
<u>SIGNATURE AND ADDRESS</u>	<u>DESCRIPTION</u>
<p>JOHN L. MOUNTJOY</p> <p><i>John L. Mountjoy</i></p> <p>John L. Mountjoy, attorney-in-fact</p>	<p>Tract No. 8</p> <p>Tract No. 9</p>
<p><i>Jean H. Mountjoy</i></p> <p>Jean H. Mountjoy, Individually and Attorney-in-Fact for John L. Mountjoy.</p> <p>P.O. Box 670</p> <p>St. North, Texas</p>	

STATE OF TEXAS)
 COUNTY OF OTERO)

On this 30th day of July, 1958, before me personally appeared Jean H. Mountjoy, individually and as attorney-in-fact for John L. Mountjoy.

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, and in the capacity as stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of July, 1958.



Carter M. Ray
 Notary Public
 My commission expires: _____
 Notary Public in and for Tarrant Co., Texas