

**AMENDMENT AND MODIFICATION OF
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF SAND HILLS UNIT AREA
LEA COUNTY, NEW MEXICO**

For and in consideration of One Dollar (\$1.00) and other and valuable considerations in hand paid by each to the other of the undersigned parties hereto (being the same parties who executed and signed the unit agreement for the development and operation of Sand Hills Unit Area, Lea County, New Mexico) all the undersigned parties hereto do hereby amend and modify the aforesaid unit agreement by substituting in lieu of subparagraph (e) of Section 16 of said unit agreement, the following, to-wit:

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 and until the termination hereof. Any other Federal lease committed hereto and any lease on lands of the State of New Mexico committed hereto shall continue in force both for the term so provided in such lease or by law as to the committed land and for so long thereafter as any such lease remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease, if it be a Federal lease, or prior to the expiration date of the primary term or the secondary term of such lease, if it be a lease on lands belonging to the State of New Mexico.

This amendment and modification agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterpart shall constitute but one and the same instrument. This modification agreement shall be binding upon any party executing the same, notwithstanding that any other person, firm or corporation shall not execute the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this modification agreement this 30th day of June, 1954.

R. R. Spurr
R. R. SPURR, OWNER AND OPERATOR

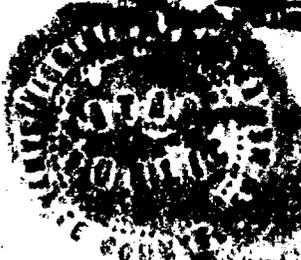
E. S. Walker
E. S. WALKER, OWNER

E. S. Walker
E. S. WALKER, OWNER

E. S. Walker
E. S. WALKER, OWNER

STATE OF NEW MEXICO)
COUNTY OF SANDHILL) SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared R. R. Spurr and E. S. Walker and one or more of all persons of legal age of State of N.M. known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their voluntary act and deed for the uses and purposes therein specified and



Witness my hand and Notarial seal this 30th day of June,

Virginia M. Chance
Notary Public, whose place of residence is Antelope, N.M.

My commission expires: August 8, 1954

STATE OF NEW MEXICO
COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared E. S. Walker, Member of Oil Conservation Comm. of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires:
August 8, 1956

Virginia D. Claven
Notary Public, whose place of
residence is Santa Fe Co.

STATE OF NEW MEXICO
COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared Edwin L. Hochen, Chairman of Oil Conservation Comm. of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires:
August 8, 1956

Virginia D. Claven
Notary Public, whose place of
residence is Santa Fe County

STATE OF NEW MEXICO
COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared E. S. Walker, Commissioner of Public Lands of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires:
August 8, 1956

Virginia D. Claven
Notary Public, whose place of
residence is Santa Fe Co.

STATE OF NEW MEXICO

COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared E. S. Walker, Member of Oil Conservation Comm. of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires: August 8, 1956

Virginia B. Claver
Notary Public, whose place of residence is Santa Fe Co.

STATE OF NEW MEXICO

COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared Walter L. Noshay, Chairman of Oil Conservation Comm. of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires: August 8, 1956

Virginia B. Claver
Notary Public, whose place of residence is Santa Fe County

STATE OF NEW MEXICO

COUNTY OF SANTA FE

} SS

I, the undersigned Notary Public, do hereby certify that on the 30th day of June, 1954, personally and in person appeared E. S. Walker, Commissioner of Public Lands of State of N.M., the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 30th day of June,



My commission expires: August 8, 1956

Virginia B. Claver
Notary Public, whose place of residence is Santa Fe Co.

AMENDMENT AND MODIFICATION OF
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF SAND HILLS UNIT AREA
LEA COUNTY, NEW MEXICO

For and in consideration of One Dollar (\$1.00) and other and valuable considerations in hand paid by each to the other of the undersigned parties hereto (being the same parties who executed and signed the unit agreement for the development and operation of Sand Hills Unit Area, Lea County, New Mexico) all the undersigned parties hereto do hereby amend and modify the aforesaid unit agreement by substituting in lieu of subparagraph (e) of Section 18 of said unit agreement, the following, to-wit:

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 and until the termination hereof. Any other Federal lease committed hereto and any lease on lands of the State of New Mexico committed hereto shall continue in force both for the term so provided in such lease or by law as to the committed land and for so long thereafter as any such lease remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease, if it be a Federal lease, or prior to the expiration date of the primary term or the secondary term of such lease, if it be a lease on lands belonging to the State of New Mexico.

This amendment and modification agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterpart shall constitute but one and the same instrument. This modification agreement shall be binding upon any party executing the same, notwithstanding that any other person, firm or corporation shall not execute the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this modification agreement this 16th day of March, 1954.

ATTEST:

[Signature]
Secretary

SINGLIR OIL & GAS COMPANY
BY [Signature]
VICE-PRESIDENT

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 1954, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this _____ day of _____, 1954.

My Commission expires:

Notary Public, whose place of residence is _____

STATE OF)
COUNTY OF) ss

On this _____ day of _____, 1953, before me personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is _____ President of _____, a corporation 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 that said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: _____
Notary Public

STATE OF TEXAS)
COUNTY OF TARRANT) ss

On this 16th day of March, 1953, before me personally appeared P. C. BROOKE to me personally known, who, being by me duly sworn, did say that he is Vice-President of SINCLAIR OIL & GAS COMPANY, a corporation, 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 that said P. C. BROOKE acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: June 1, 1955
Notary Public in and for Tarrant County, Texas

MARGARET E. BOGLE, Notary
Public in and for Tarrant County, Texas

STATE OF)
COUNTY OF) ss

On this _____ day of _____, 1953, before me personally appeared _____ to me personally known, who, being by me duly sworn, did say that he is _____ President of _____, a corporation, 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 that said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires: _____
Notary Public

AMENDMENT AND MODIFICATION OF
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF SAND HILLS UNIT AREA
LEA COUNTY, NEW MEXICO

For and in consideration of One Dollar (\$1.00) and other and valuable considerations in hand paid by each to the other of the undersigned parties hereto (being the same parties who executed and signed the unit agreement for the development and operation of Sand Hills Unit Area, Lea County, New Mexico) all the undersigned parties hereto do hereby amend and modify the aforesaid unit agreement by substituting in lieu of subparagraph (e) of Section 18 of said unit agreement, the following, to-wit:

Any Federal lease for a fixed term of twenty (20) years of 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 and until the termination hereof. Any other Federal lease committed hereto and any lease on lands of the State of New Mexico committed hereto shall continue in force both for the term so provided in such lease or by law as to the committed land and for so long thereafter as any such lease remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease, if it be a Federal lease, or prior to the expiration date of the primary term or the secondary term of such lease, if it be a lease on lands belonging to the State of New Mexico.

This amendment and modification agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterpart shall constitute but one and the same instrument. This modification agreement shall be binding upon any party executing the same, notwithstanding that any other person, firm or corporation shall not execute the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this modification agreement this 17 day of March, 1954.

ATTEST:

Esther
Assistant Secretary

PHILLIPS PETROLEUM COMPANY

BY

H. E. Koopman
Vice President

H. E. KOOPMAN

STATE OF Oklahoma }
COUNTY OF Washington } SS

On this 17 day of March, 1954, before me appeared H. E. Koopman, to me personally known, who, being by me duly sworn, did say that he is Vice President of Phillips Petroleum Co., a corporation, and that the seal affixed to said instrument is the corporation 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 that said H. E. Koopman acknowledged said instrument to be the free act and deed of said corporation.

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

Wadeen Shelton
Notary Public

My commission expires: 12-29-57

AMENDMENT AND MODIFICATION OF
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF SAND HILLS UNIT AREA
LEA COUNTY, NEW MEXICO

For and in consideration of One Dollar (\$1.00) and other and valuable considerations in hand paid by each to the other of the undersigned parties hereto (being the same parties who executed and signed the unit agreement for the development and operation of Sand Hills Unit Area, Lea County, New Mexico) all the undersigned parties hereto do hereby amend and modify the aforesaid unit agreement by substituting in lieu of subparagraph (e) of Section 18 of said unit agreement, the following, to-wit:

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 and until the termination hereof. Any other Federal lease committed hereto and any lease on lands of the State of New Mexico committed hereto shall continue in force both for the term so provided in such lease or by law as to the committed land and for so long thereafter as any such lease remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease, if it be a Federal lease, or prior to the expiration date of the primary term or the secondary term of such lease, if it be a lease on lands belonging to the State of New Mexico.

This amendment and modification agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterpart shall constitute but one and the same instrument. This modification agreement shall be binding upon any party executing the same, notwithstanding that any other person, firm or corporation shall not execute the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this modification agreement this 22 day of March, 1954.

ATTEST:

SUN OIL COMPANY

By: [Signature]
Agent and Attorney-in-Fact

*Emo
Gmuc
Ref*

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 1954, personally and in person appeared _____ and _____ his-her wife-husband the signers of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this _____ day of _____, 1954.

My Commission expires:

Notary Public, whose place of residence is _____

STATE OF TEXAS
COUNTY OF DALLAS

On this 22 day of March, 1954, before me personally appeared T. F. Hill to me personally known, who being by me duly sworn did say that he is the Agent and Attorney-in-Fact of Sun Oil Company

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said T. F. Hill acknowledged said instrument to be the free act and deed of said corporation.

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

Alf Burr
Notary Public

My Commission Expires June 1, 1955

STATE OF _____
COUNTY OF _____

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

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and seal in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires _____

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 195____, before me personally appeared _____ to me personally known, who being by me duly sworn did say that he is the _____ of _____

and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

Notary Public

My Commission Expires _____

NAME

ADDRESS

DATE

Estate of Mrs. Clara Dwyer,
deceased.

By _____

_____, 1953

GENERAL CRUDE OIL COMPANY

By Wallace C. Thompson
President

10-23, 1953

ATTEST:

[Signature]
Secretary

D. C. Smith

_____, 1953

_____, 1953

C. H. Lewis

_____, 1953

_____, 1953

MAGNOLIA PETROLEUM COMPANY

Magnolia Building
Dallas, Texas

By _____
President

_____, 1953

ATTEST:

Secretary

FOSTER PETROLEUM COMPANY

Bartlesville, Oklahoma

By _____
President

_____, 1953

ATTEST:

Secretary

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Harris) SS.

I, the undersigned Notary Public, do hereby certify that on the 23 day of October, 1953, before me personally appeared Wallace T. Thompson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of General Crude Oil Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said Wallace T. Thompson, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 23 day of October, 1953.

My Commission expires:

June 1, 1955

E. Davison
Notary Public, whose place of residence is Houston

Harris County, Texas

E. DAVISON
Notary Public in and for Harris County, Texas

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF TARRANT) SS.

I, the undersigned Notary Public do hereby certify that on the 7th day of January, 1954, before me personally appeared P.C. Brooke to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of Sinclair Oil & Gas Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said P.C. Brooke, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 7th day of January, 1954.

My Commission expires:

June 1, 1955

Margaret E. Bogle
Notary Public, whose place of residence is Fort Worth

Texas

MARGARET E. BOGLE, Notary
Public in and for Tarrant County, Texas

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Harris) SS.

I, the undersigned Notary Public, do hereby certify that on the 23 day of October, 1953, before me personally appeared Wallace G. Thompson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of General Crude Oil Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said Wallace G. Thompson, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 23 day of October, 1953.

My Commission expires:

June 1, 1955

E. Davison
Notary Public, whose place of residence is Harvester

Harris County, Texas

E. DAVISON
Notary Public in and for Harris County, Texas

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF TARRANT) SS.

I, the undersigned Notary Public do hereby certify that on the 27th day of JANUARY, 1954, before me personally appeared P. C. BROOKE to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and to me personally known to be the Vice-President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice-President of Sinclair Oil & Gas Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said P. C. BROOKE, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 27th day of JANUARY, 1954.

My Commission expires:

June 1, 1955

Margaret E. Bogle
Notary Public, whose place of residence is Fort Worth

Texas

MARGARET E. BOGLE, Notary
Public in and for Tarrant County, Texas

<u>Tract No.</u>	<u>Description of Lands</u>	<u>Number of Acres</u>	<u>Application or Serial No. and Date of Lease</u>	<u>Basic Royalty & Percentage</u>	<u>Lessee of Record</u>	<u>ORR Owner & Percentage</u>	<u>Working Interest and Percentage</u>
<u>FEE LAND</u>							
27	Sec. 10: SE SE <u>T-26S-R-36E</u>	40.00		N. J. Hines Est. W. M. Vickery, H. L. Spencer, and C. D. Wilson, jointly Alma H. Rittenhouse John F. Webster	- 20/40 - 10/40 - 8.5/40 - 1.5/40	-	N. J. Hines - 1/2 W. M. Vickery, H. L. Spencer, and C. D. Wilson, jointly - 1/4 Alma H. Rittenhouse - 1/4
28	Sec. 28: SW Sec. 29: SE <u>T-26S-R-36E</u>	320.00		S. P. Johnson- Damaris Faust Roberts Rose Eaves Powhatan Carter Charles E. Nichols	1/16 - 1/16 - 1/16 - 1/16 - 3/4	-	S. P. Johnson - 1/16 Damaris Faust Roberts - 1/16 Rose Eaves - 1/16 Powhatan Carter - 1/16 Charles E. Nichols - 3/4
29	Sec. 29: N/2 SW Sec. 30: W/2 SE <u>T-25S-R-36E</u>	160.00		John T. Lanehart Donald E. Blackmar D. D. Swearingen	- 3/4 - 7/32 - 1/32	-	John T. Lanehart - 3/4 Donald E. Blackmar - 7/32 D. D. Swearingen - 1/32

LEASES COVERING THE FOLLOWING TRACTS HELD UNDER OPTION AGREEMENTS:

- TRACT 2: Option expires April 9, 1954.
- TRACT 3: Option expires June 30, 1954.
- TRACT 4: Option expires August 31, 1954.
- TRACT 5: Option expires July 31, 1954.
- TRACT 6: Option expires October 29, 1954.
- TRACT 7: Option expires October 29, 1954.
- TRACT 9: Option expires February 16, 1955.
- TRACT 10: Option expires February 17, 1955.
- TRACT 11: Option expires February 17, 1955.
- TRACT 12: Option expires February 16, 1955.
- TRACT 13: Option expires November 11, 1953.
- TRACT 14: Option expires June 30, 1954.
- TRACT 16: Option expires August 11, 1954.
- TRACT 17: Option expires February 17, 1955.

(Revised 4-22-54)

<u>Tract No.</u>	<u>Description of lands</u>	<u>Number of Acres</u>	<u>Application or Serial No. and Date of Lease</u>	<u>Basic Royalty & Percentage</u>	<u>Lessee of Record</u>	<u>ORR Owner & Percentage</u>	<u>Working Interest and Percentage</u>
<u>FEE LAND</u>							
27	Sec. 10; SE SE <u>T-26S-R-36E</u>	40.00		N. J. Hines Est. W. M. Vickery, H. L. Spencer, and C. D. Wilson, jointly Alma H. Rit- tenhouse John P. Web- ster	- 20/40 - 10/40 - 8.5/40 - 1.5/40	-	N. J. Hines - 1/2 W. M. Vickery, H. L. Spencer, and C. D. Wilson, jointly - 1/4 Alma H. Rittenhouse - 1/4
28	Sec. 28; SW Sec. 29; SE <u>T-26S-R-36E</u>	320.00		S. P. Johnson- Demaris Faust Roberts Rose Eaves Powhatan Carter Charles E. Nichols	1/16 1/16 1/16 1/16 3/4	-	S. P. Johnson - 1/16 Demaris Faust Roberts - 1/16 Rose Eaves - 1/16 Powhatan Carter - 1/16 Charles E. Nichols - 3/4
29	Sec. 29; N/2 SW Sec. 30; N/2 SE <u>T-25S-R-36E</u>	160.00		John T. Lane- hart Donald E. Blackmar D. D. Swear- ingen	- 3/4 - 7/32 - 1/32	-	John T. Lanehart - 3/4 Donald E. Blackmar - 7/32 D. D. Swearingen - 1/32

LEASES COVERING THE FOLLOWING TRACTS HELD UNDER OPTION AGREEMENTS:

- TRACT 2: Option expires April 9, 1954.
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- TRACT 10: Option expires February 17, 1955.
- TRACT 11: Option expires February 17, 1955.
- TRACT 12: Option expires February 16, 1955.
- TRACT 13: Option expires November 11, 1953.
- TRACT 14: Option expires June 30, 1954.
- TRACT 16: Option expires August 11, 1954.
- TRACT 17: Option expires February 17, 1955.

--WORKING INTEREST OWNER--

ATTEST:

SINCLAIR OIL & GAS COMPANY

Secretary

By _____
Vice-President

Dated this ____ day of _____, 1953.

ATTEST:

PHILLIPS PETROLEUM COMPANY

Belmont
ASSISTANT Secretary

By *[Signature]*
VICE President

Dated the 17 day of March, 1954. ee

ATTEST:

SUN OIL COMPANY

Secretary

By _____
President

Dated this ____ day of _____, 1953.

ATTEST:

SOUTHERN PETROLEUM EXPLORATION COMPANY

Secretary

By _____
President

Dated this ____ day of _____, 1953.

-- OTHER PARTIES --

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
<u>Wilma Elliott Donohue</u>	P. O. Box 1567 El Paso, Texas	_____, 1953
<u>Edward C. Donohue</u>		_____, 1953
<u>F. S. Blackmar</u>	Roswell, New Mexico	_____, 1953
<u>Leta M. Blackmar</u>		_____, 1953
<u>Constance E. Byers, a widow</u>	205 Austin Savings Bldg. 1010 Lavaca Street Austin, Texas	_____, 1953
<u>Robert E. Byers</u>		_____, 1953

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Oklahoma)
COUNTY OF Washington) SS.

I, the undersigned Notary Public, do hereby certify that on the 17 day of March, 1954, before me personally appeared H. E. Hoopman to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of Phillips Petroleum Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said H. E. Hoopman, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 17 day of March, 1954.

Nathan Shelton
Notary Public, whose place of residence is Barthesville,
Oklahoma

My Commission expires:
12-29-57

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public do hereby certify that on the _____ day of _____, 19____, before me personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President, and to me personally known to be the _____ President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the _____ President of _____ said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said _____, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

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

Notary Public, whose place of residence is _____

My Commission expires:

--WORKING INTEREST OWNER--

ATTEST:

SINCLAIR OIL & GAS COMPANY

Secretary

By _____
Vice-President

Dated this ____ day of _____, 1953.

ATTEST:

PHILLIPS PETROLEUM COMPANY

Revised

ASSISTANT Secretary

By H. E. Koopman
VICE President
H. E. KOOPMAN

Dated the 17 day of March, 1954.

ATTEST:

SUN OIL COMPANY

Secretary

By _____
President

Dated this ____ day of _____, 1953.

ATTEST:

SOUTHERN PETROLEUM EXPLORATION COMPANY

Secretary

By _____
President

Dated this ____ day of _____, 1953.

--- OTHER PARTIES ---

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
<u>Wilma Elliott Donohue</u>	P. O. Box 1567 El Paso, Texas	_____, 1953
<u>Edward C. Donohue</u>		_____, 1953
<u>F. S. Blackmar</u>	Roswell, New Mexico	_____, 1953
<u>Leta M. Blackmar</u>		_____, 1953
<u>Constance E. Byers, a widow</u>	205 Austin Savings Bldg. 1010 Lavaca Street Austin, Texas	_____, 1953
<u>Robert E. Byers</u>		_____, 1953

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Oklahoma)
COUNTY OF Washington) SS.

I, the undersigned Notary Public, do hereby certify that on the 17 day of March, 1954, before me personally appeared H. E. Hoopman to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of Phillips Petroleum Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said H. E. Hoopman, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 17 day of March, 1954.

Nadene Skilton
Notary Public, whose place of residence is Bartlesville,
Oklahoma

My Commission expires:
12-29-57

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public do hereby certify that on the _____ day of _____, 19____, before me personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President, and to me personally known to be the _____ President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the _____ President of _____ said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said _____, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

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

Notary Public, whose place of residence is _____

My Commission expires:

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Feb 13, 1954

Mrs. Lucy A. Kendall
Mrs. Lucy A. Kendall, a widow

Address:

1265 Wilshire Drive

Union, N. J.

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Jersey)
COUNTY OF Essex) SS.

I, the undersigned Notary Public, do hereby certify that on the 13th day of Feb, 1954, personally and in person appeared Luey A. Kendall ~~his-her~~ wife- ~~husband~~ the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that SHE signed, sealed, executed and delivered the same as HER free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 13th day of February, 1954.

My Commission expires:
NOTARY PUBLIC OF N. J.
My Commission Expires Apr. 24, 1958

Aurea M. Matheson
Notary Public, whose place of residence is Livingston N.J.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____
_____.

Letter 6-8-54
after effective date of
unit -

SINCLAIR OIL & GAS COMPANY

1954 JUN 10 AM 8:20 P. O. Box 1122
Roswell, New Mexico

653

June 8, 1954

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

ATTENTION: Mr. Richard Spurrier

Re: Sinclair Sand Hills Unit
Lea County, New Mexico
Case No. 653
Order No. R-411

Dear Sir:

As required under Section 5 in regard to the above-captioned case, we enclose herewith an executed counterpart of our Sand Hills Unit which has been approved by the U. S. G. S. in Washington, D. C. effective as of May 13, 1954.

In his letter of approval, the Acting Director of the U. S. G. S. noted that the amendment relative to the extension of state leases by virtue of discovery of unitized substances in paying quantities during the secondary term was not included in the Unit Agreement and related papers submitted as affecting the State of New Mexico. We would, therefore, appreciate your opinion as to whom should officially approve this amendment. It was our thought that perhaps both the Commissioner of Public Lands and the Oil Conservation Commission should approve this instrument in order that it might be submitted to the U. S. G. S. We are including one copy of this instrument for your examination and we will personally visit you in Santa Fe in further regard to this matter very shortly.

Very truly yours,



J. R. ROWAN
Assistant District Landman

JRR/cr

Encs.

cc: Mr. R. B. Graham

AMENDMENT AND MODIFICATION OF
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF SAND HILLS UNIT AREA
LEA COUNTY, NEW MEXICO

For and in consideration of One Dollar (\$1.00) and other and valuable considerations in hand paid by each to the other of the undersigned parties hereto (being the same parties who executed and signed the unit agreement for the development and operation of Sand Hills Unit Area, Lea County, New Mexico) all the undersigned parties hereto do hereby amend and modify the aforesaid unit agreement by substituting in lieu of subparagraph (e) of Section 18 of said unit agreement, the following, to-wit:

Any Federal lease for a fixed term of twenty (20) years of 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 and until the termination hereof. Any other Federal lease committed hereto and any lease on lands of the State of New Mexico committed hereto shall continue in force both for the term so provided in such lease or by law as to the committed land and for so long thereafter as any such lease remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease, if it be a Federal lease, or prior to the expiration date of the primary term or the secondary term of such lease, if it be a lease on lands belonging to the State of New Mexico.

This amendment and modification agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterpart shall constitute but one and the same instrument. This modification agreement shall be binding upon any party executing the same, notwithstanding that any other person, firm or corporation shall not execute the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have signed this modification agreement this _____ day of _____, 1954.

STATE OF _____)
COUNTY OF _____) SS

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 1954, personally and in person appeared _____ and

his-her wife-husband the signer _____ of the above instrument, and personally known to me to be the person _____ described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this _____ day of _____, 1954.

My Commission expires:

Notary Public, whose place of residence is _____

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE SAND HILLS UNIT AREA
COUNTY OF LEA, STATE OF NEW MEXICO

I SEC. NO. _____

THIS AGREEMENT, entered into as of the 1st day of July, 1953, 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 and 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. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof, for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS the Commissioner of Public Lands of the State of New Mexico has, pursuant to and in accordance with the laws of said State, regularly and duly made findings of fact that- (a) This agreement and its execution thereof as executed hereby will tend to promote the conservation of oil or gas and the better utilization of reservoir energy; (b) That under the operations proposed by said agreement the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected by this agreement; and (c) That this agreement and the execution thereof is in all respects for the best interest of the State of New Mexico, 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, N.M.S.A.

Sec. 8-1138) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended by the laws of 1949) to approve this agreement and the conservation provisions hereof; and

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

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

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

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

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

Township 25-South, Range 36-East

Section 28: $S\frac{1}{2}$
Section 29: $S\frac{1}{2}$
Section 30: $S\frac{1}{2}$
Section 31: All
Section 32: All
Section 33: All

Township 26-South, Range 36-East

All of Sections 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 29, 30, 31 and 32

Township 26-South, Range 35-East

All of Sections 1, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25 and 26

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. Exhibit "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 six 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 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 the 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 the 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. Sinclair Oil & Gas Company is hereby designated as unit operator and by signature hereto as unit operator agrees and consents to accept the duties and obligations of unit operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference

means the unit operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, but such resignation shall not become effective so as to release unit operator from the duties and obligations of unit operator and terminate unit operator's rights as such for a period of 6 months after notice of intention to resign has been served by unit operator on all working interest owners and the Director, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is 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 in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but until a successor unit operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of unit operator, and shall not later than 30 days before such resignation becomes effective appoint a common agent to represent them in any action to be taken hereunder.

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

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

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

6. SUCCESSOR UNIT OPERATOR. Whenever the unit operator shall tender his or its resignation as unit operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor unit operator: Provided, that, if a majority but less than 75 percent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until

- (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and
- (b) the selection shall have been approved by the Director and the Commissioner.

If no successor unit operator is selected and qualified as herein provided the Director and the Commissioner, at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the unit operator is not the sole owner of working interests, costs and expenses

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

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

9. DRILLING TO DISCOVERY. Unless, conformably to the terms hereof, a well is being drilled on the effective date hereof, unit operator shall within 6 months after the effective date hereof, begin to drill an adequate test well at a location approved by the Supervisor, and also by the Commission, if such location be upon state or privately owned lands, and thereafter continue such drilling diligently until the Lower Leonard 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 until the unit operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal land or the Commission as to wells on state land or patented land, that further drilling of said well would be unwarranted or impracticable, provided, however, that unit operator shall not in any event be required to drill said well to a depth in excess of 12,500 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the unit operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if on Federal land or the Commissioner if on state lands or the Commission if on patented or private 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 6 months after completion of a well capable of producing unitized substances in paying quantities, the unit operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission, an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the unit operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the unit operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission, a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner, and the Commission, may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall

- (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and
- (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner, and the Commission.

Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and

Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor, the Commissioner, and the 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 lands in said schedule on approval of the Director, the Commissioner, and the Commission, to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner, and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities

or to exclude land then regarded as reasonably proved not to be productive and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the unit operator and the Director, the Commissioner, and the Commission, as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States, and the State of New Mexico, which shall be determined by the Supervisor, and the Commissioner, 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 the Commissioner as to wells on State land, and the Commission as to wells on patented or private land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not

within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

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

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

participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the unit operator under this agreement.

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

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

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

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Commissioner, and the Commission, a like amount of gas, after settlement has been made as herein provided for any gas transferred from any other participating area and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operations, and as may otherwise be consented to by the Supervisor, and 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 in value or delivered in kind on the basis of all unitized substances allocated to such lands.

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

in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

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

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

17. DRAINAGE. The unit operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement, or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for Federal Land, and as approved by the Commissioner as to state land.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto 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 said requirements to the provisions of this agreement, and, without

limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

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

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

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and the 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, sublease 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.

(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 and all leases on lands belonging to the State of New Mexico committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so

long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease.

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

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

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

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative and the Commissioner, and shall terminate in 5 years after said date unless

- (a) such date of expiration is extended by the Director, and Commissioner, or
- (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production

of unitized substances in paying quantities in the formations tested hereunder and after notice of intention to terminate the agreement on such ground is given by the unit operator to all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and the Commissioner, or

(c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i. e., in this particular instance in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or,

(d) it is terminated as heretofore provided in this agreement.

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

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The Director and the Commission are hereby vested with authority to alter or modify from time to time in their discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director and the Commission are also hereby vested with authority to alter or modify from time to time in their discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such altera-

tion or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

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

22. DETERMINATIONS BY UNIT OPERATOR AND REVIEW THEREOF. Whenever a determination is required to be made in order to carry out the express terms of this agreement and the agreement does not specify by whom such determination shall be made, the unit operator is hereby authorized to make the necessary determination subject to approval of the Director in the manner hereinafter provided. Notice of any such determination by the unit operator, accompanied by data in support thereof, shall be furnished to the Director through the Supervisor. If, after reviewing all the available evidence, the Director finds that the determination reviewed is incorrect he shall advise the unit operator accordingly, stating the reasons therefor, and thereupon such determination shall be of no force and effect.

The unit operator shall then make a new determination in conformity with the finding of the Director or appeal to the Secretary as provided in the operating regulations. All determinations made by the unit operator pursuant to this section shall be effective unless and until altered, modified, or rescinded as herein provided.

Any party hereto shall have the right to request the Director (such request to be accompanied by appropriate supporting evidence) to review any determination made by the unit operator pursuant to this section not previously reviewed on appeal to the Secretary. Such request will be granted or denied in the discretion of the Director within 60 days after being received. If denied, the requesting party shall have the right to appeal to the Secretary. If the request for review is granted and thereafter the Director finds that the determination should be altered, modified or rescinded the unit operator shall be advised accordingly and shall either comply with the finding of the Director or appeal to the Secretary.

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 Land, and the New Mexico Oil Conservation Commission, and to appeal from orders issued under the regulations of said Department, the Commission, or Commissioner, 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 by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

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

26. UNAVOIDABLE DELAY. All obligations under this agreement requiring the unit operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the unit operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the unit operator whether similar to matters herein enumerated or not.

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

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

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

29. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, the Commissioner, and the unit operator prior to the approval of this agreement by the Director and the Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining

to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor, the Commissioner and the Commission, of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, 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.

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

- OPERATOR -

ATTEST:

SINCLAIR OIL & GAS COMPANY


Assistant Secretary

By: 
Vice-President

Dated this 16th day of September, 1953.

--WORKING INTEREST OWNER--

ATTEST:

SINCLAIR OIL & GAS COMPANY

[Signature]
Assistant Secretary

By [Signature]
Vice-President

Dated this 16th day of September, 1953.

ATTEST:

PHILLIPS PETROLEUM COMPANY

Secretary

By _____
President

Dated the ____ day of _____, 1953.

ATTEST:

SUN OIL COMPANY

Secretary

By [Signature]
President

Agent and Attorney in Fact
Dated this 20 day of July, 1953.

*EMb
Jmew*

ATTEST:

SOUTHERN PETROLEUM EXPLORATION COMPANY

[Signature]
Secretary

By [Signature]
President

Dated this 3 day of Sept., 1953.

-- OTHER PARTIES --

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
<u>Wilma Elliott Donohue</u>	P. O. Box 1567 El Paso, Texas	_____, 1953
<u>Edward C. Donohue</u>		_____, 1953
<u>F. S. Blackmar</u>	Roswell, New Mexico	_____, 1953
<u>Leta M. Blackmar</u>		_____, 1953
<u>Constance E. Byers, a widow</u>	205 Austin Savings Bldg. 1010 Lavaca Street Austin, Texas	_____, 1953
<u>Robert E. Byers</u>		_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Jane Byers		_____, 1953
Ronald J. Byers		_____, 1953
Gertrude S. Shearn, a widow	3101 Fort Blvd. El Paso, Texas	_____, 1953
Jerry Curtis		_____, 1953
Ed DeMooy	1212 Manor Park Lakewood, Ohio	_____, 1953
Robert L. Gates	315 San Pedro Ave. San Antonio, Texas	_____, 1953
Bertrand O. Baetz	319 Sutton Drive San Antonio, Texas	_____, 1953
Peggy E. Baetz		_____, 1953
George L. Erwin	1307 North Penn Roswell, New Mexico	_____, 1953
Ethel P. Erwin		_____, 1953
Selby F. Little, Jr.	Office Chief of Staff Hdq. U.S.A., R.C. A.R.I.D. Ft. Amador Panama Canal Zone	_____, 1953
Anne P. Little		_____, 1953
Sam Beckham		_____, 1953
Patricia Beckham		_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Robert Wilson	c/o Tulsa Club Tulsa, Oklahoma	_____, 1953
_____	_____	_____, 1953
Georgia V. Crawford	1202 Merchant Artesia, New Mexico	_____, 1953
_____	_____	_____, 1953
F. A. Andrews	_____	_____, 1953
_____	_____	_____, 1953
W. F. Higgins	_____	_____, 1953
_____	_____	_____, 1953
Flora Mae Edwards	_____	_____, 1953
_____	_____	_____, 1953
James Vernon Higgins	_____	_____, 1953
_____	_____	_____, 1953
Earl Curtis Higgins	_____	_____, 1953
_____	_____	_____, 1953
Samuel Otis Higgins	_____	_____, 1953
_____	_____	_____, 1953
Mary Higgins Smith	_____	_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
_____	_____	_____, 1953
Eula Higgins	_____	_____, 1953
_____	_____	_____, 1953
Thelma Higgins Kesler	_____	_____, 1953
_____	_____	_____, 1953
Samuel Otis Higgins	} and	_____, 1953
Mary Lorena Higgins, Individually and as trustee		_____, 1953
Mary McCullough	_____	_____, 1953
_____	_____	_____, 1953
Laura H. Cahoon	_____	_____, 1953
_____	_____	_____, 1953
Katherine Cahoon Wilson	_____	_____, 1953
_____	_____	_____, 1953
Louise Cahoon Heller	_____	_____, 1953
_____	_____	_____, 1953
Mary Cahoon Lamon	_____	_____, 1953
_____	_____	_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
_____		_____, 1953
Daniel Hedgcoxe Cahoon		
_____		_____, 1953
_____		_____, 1953
S. P. Johnson		
_____		_____, 1953
SOUTHLAND ROYALTY COMPANY	Ft. Worth National Bank	_____, 1953
	Building	
	Ft. Worth, Texas	
By _____		
President		
ATTEST:		

Secretary		
OIL ROYALTIES CORPORATION		_____, 1953
By _____		
President		
ATTEST:		

Secretary		
_____		_____, 1953
James Faust Roberts		
_____		_____, 1953
_____		_____, 1953
J. G. Roberts, Jr.		
_____		_____, 1953
_____		_____, 1953
Damaris Faust Roberts Clegg		_____, 1953
_____		_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Mildred P. Moore		_____, 1953
		_____, 1953
Lillian Bernice Moore		_____, 1953
		_____, 1953
Donald W. Moore, Jr.		_____, 1953
		_____, 1953
T. J. Ahern, Trustee		_____, 1953
		_____, 1953
Virginia Bernice Wyatt		_____, 1953
		_____, 1953
J. Michael Wyatt		_____, 1953
		_____, 1953
J. P. Davis		_____, 1953
		_____, 1953
Tom Pearson		_____, 1953
		_____, 1953
Dr. G. H. Cunningham		_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
_____	_____	_____, 1953
A. E. Remington	_____	_____, 1953
_____	_____	_____, 1953

CERTIFICATE

"Robert E. McKee (being original lessee in said oil and gas lease from the United States as lessor, dated June 1, 1949, identified as Las Cruces Serial No. 069213) and Gladys Evelyn McKee, his wife, do hereby certify that that part of the obligations of Jerry Curtis and his assigns under that certain agreement dated the 12th day of November, 1949, between Robert E. McKee and Gladys Evelyn McKee, his wife, as First Parties and Jerry Curtis as Second Party, as amended, extended and carried forward into that certain agreement dated the 10th day of November, 1951 between Robert E. McKee and Gladys Evelyn McKee as First Parties and Jerry Curtis as Second Party (joined by his wife) said obligations upon the said Second Party and his assigns being, to wit:

"Second Party, within two (2) years from November 12, 1951, shall commit said lease to a unit or cooperative plan or agreement for the operation and development of the lands in said lease, with other lands, for oil and gas, so that the term of said lease shall be extended, or Second Party shall obtain production of oil or gas on said lands within two (2) years from November 12, 1951;"

is satisfied by the execution by Sinclair Oil & Gas Company, (as assignee of Jerry Curtis) of the foregoing unit agreement, said lease as to the lands described in the aforesaid agreements of November 12, 1949 and November 10, 1951, being committed to the foregoing unit agreement and being a part of the unit area thereunder, and the obligation above quoted is now completely discharged and satisfied.

Witness:

W. H. Hamilton

Robert E. McKee

Robert E. McKee
1918 Texas Street
El Paso, Texas

Witness:

Dated this 14th day of AUGUST 1953

W. H. Hamilton

Gladys Evelyn McKee
Gladys Evelyn McKee

Dated this 14th day of AUGUST 1953.

Gertrude C. Mitchell

_____, 1953

_____, 1953

NAME

ADDRESS

DATE

Estate of Mrs. Clara Dwyer,
deceased.

By _____

_____, 1953

GENERAL CRUDE OIL COMPANY

By _____
President

_____, 1953

ATTEST:

Secretary

D. C. Smith

_____, 1953

_____, 1953

C. H. Lewis

_____, 1953

_____, 1953

MAGNOLIA PETROLEUM COMPANY

Magnolia Building
Dallas, Texas

By D. E. Olin
Vice-President

APPROVED	
Legal	
Tax	
Title R	
Engr.	
Gas	
Land	
Prod.	

SEP 8 1953, 1953

ATTEST:

H. W. Clark
Asst. Secretary H. W. Clark

FOSTER PETROLEUM COMPANY

Bartlesville, Oklahoma

By _____
President

_____, 1953

ATTEST:

Secretary

NAME

ADDRESS

DATE

CITIES SERVICE OIL COMPANY

By _____ Bartlesville, Oklahoma _____, 1953
President

ATTEST:

Secretary

_____, 1953
William G. Kendall

_____, 1953

_____, 1953
H. P. Schaefer

_____, 1953

_____, 1953
O. E. Crites

_____, 1953

_____, 1953
A. W. Moso

_____, 1953

_____, 1953
L. C. Winkle

_____, 1953

_____, 1953
James R. Haynes

_____, 1953

_____, 1953
Frank Haynes

_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Harry W. Haynes		_____, 1953
		_____, 1953
W. S. Patterson		_____, 1953
		_____, 1953
N. J. Hines	Carlsbad, New Mexico	_____, 1953
		_____, 1953
W. M. Vickery		_____, 1953
		_____, 1953
H. L. Spencer		_____, 1953
		_____, 1953
C. D. Wilson		_____, 1953
		_____, 1953
Alma H. Rittenhouse	Oklahoma City, Okla.	_____, 1953
		_____, 1953
John F. Webster	Oklahoma City, Okla.	_____, 1953
		_____, 1953
S. P. Johnson	Roswell, New Mexico	_____, 1953
		_____, 1953

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Damaris Faust Roberts	Roswell, New Mexico	_____, 1953
_____	_____	_____, 1953
Rose Eaves	Lovington, New Mexico	_____, 1953
_____	_____	_____, 1953
Powhatan Carter	Lovington, New Mexico	_____, 1953
_____	_____	_____, 1953
Charles A. Nichols	4938 Russell Ave. South Minneapolis, Minn.	_____, 1953
_____	_____	_____, 1953
John T. Lanehart	Pecos, Texas	_____, 1953
_____	_____	_____, 1953
Donald E. Blackmar	Roswell, New Mexico	_____, 1953
_____	_____	_____, 1953
D. D. Swearingen	Dan Dee Courts Ruidoso, New Mexico	_____, 1953
_____	_____	_____, 1953

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, 30 U.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 No. 2365 of October 8, 1947, 43 CFR section 4.611, 12 F.R. 6784, I do hereby:

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

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

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

Dated: _____

Director, United States Geological Survey

CERTIFICATE OF APPROVAL BY COMMISSIONER OF
PUBLIC LANDS, STATE OF NEW MEXICO, OF UNIT
AGREEMENT FOR THE DEVELOPMENT AND OPERATION
OF SAND HILLS UNIT AREA, LEA 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 Sand Hills Unit Area, Lea County, New Mexico, bearing date of _____ in which Sinclair Oil & Gas Company, a corporation, 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 field,

(b) That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected;

(c) That the agreement is in other respects for the best interests 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 Chapter 88 of the New Mexico Session Laws of 1943, approved April 14, 1943, 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 unit agreement above referred to for the development and operation of the Sand Hills Unit Area, Lea County, New Mexico, subject to all of the provisions of the aforesaid act.

Executed this _____ day of _____, 19__.

Commissioner of Public Lands of the
State of New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF EL PASO) SS.

I, the undersigned Notary Public, do hereby certify that on the 14th day of AUGUST, 1953, personally and in person appeared ROBERT E. MCKEE and GLADYS EVELYN MCKEE his-~~her~~ wife-~~husband~~ the signer s of the above instrument, and personally known to me to be the person s described in and who executed the foregoing instrument and whose name s ~~is~~-are subscribed thereto and acknowledged to me that THEY signed, sealed, executed and delivered the same as THEIR free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 14th day of AUGUST, 1953.


Notary Public, whose place of residence is 1918 TEXAS ST.
EL PASO, TEXAS

My Commission expires:

R. L. HAZELTON, Notary Public
In and for El Paso County, Texas
My commission expires June 1, 1955

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer _____ of the above instrument, and personally known to me to be the person _____ described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

Notary Public, whose place of residence is _____

My Commission expires:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS

CITY OF DALLAS

this 10 day of July, 1953, before me personally appeared T. F. Hill, to me personally known, who, being by me duly sworn, that he is Agent and Attorney in Fact of Sun Oil Company, a corporation, 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 that said T. F. Hill acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

June 1955

[Signature] Notary Public

My Commission expires:

Notary Public, whose place of residence is

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF

West Va

SS.

COUNTY OF

Tyler

I, the undersigned Notary Public do hereby certify that on the 3 day of Sept, 1953, before me personally appeared

Paul W. Neuenschwander

to me known to

be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and to me personally known to be the President of the corporation that executed the above and foregoing instrument, and SOUTHERN PETROLEUM EXPLORATION said say that he is the President of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said Paul W. Neuenschwander, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 3 day of Sept, 1953.

My Commission expires:

JUNE 13, 1962

[Signature] Notary Public, whose place of residence is

SISTERSVILLE, W. VA.

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Dallas) SS.

I, the undersigned Notary Public, do hereby certify that on the 8th day of September, 1953, before me personally appeared A. E. CHESTER to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President, and to me personally known to be the Vice President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice President of MAGNOLIA PETROLEUM COMPANY said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said A. E. CHESTER, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 8th day of September, 1953.

Gladys H. Walters
Notary Public, whose place of residence is _____
GLADYS H. WALTERS, Notary Public
In and for Dallas County, Texas

My Commission expires:
My Commission expires
June 1, 1955

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF TARRANT) SS.

I, the undersigned Notary Public do hereby certify that on the 16th day of September, 1953, before me personally appeared V. D. R. Gearhart to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and to me personally known to be the Vice-President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the Vice-President of Sinclair Oil & Gas Company said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said V. D. R. Gearhart, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

Given under my hand and official Notarial seal this 16th day of September, 1953.

Margaret E. Bogle
Notary Public, whose place of residence is _____
MARGARET E. BOGLE, Notary
Public in and for Tarrant County, Texas

My Commission expires:
June 1, 1955

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, before me personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President, and to me personally known to be the _____ President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the _____ President of _____ said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said _____, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

CORPORATION FORM ACKNOWLEDGMENT

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public do hereby certify that on the _____ day of _____, 19____, before me personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ President, and to me personally known to be the _____ President of the corporation that executed the above and foregoing instrument, and who being by me duly sworn did say that he is the _____ President of _____ said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on and in behalf of said corporation by authority of its by laws and its Board of Directors and said _____, to me, and before me, duly acknowledged said instrument to be his own free and voluntary act and deed, and to me and before me duly acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: OCTOBER 16, 1958.

Rabel D. Lamon
Mrs. J. D. Lamon

Address:

1540 Calaveras Avenue

San Jose, California

Date: _____

D. H. Cahoon
D. H. Cahoon

Address:

104 North Penn

Roswell, New Mexico

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) SS.

I, the undersigned Notary Public, do hereby certify that on the 16th day of October, 1953, personally and in person appeared MABEL CAHOON LAMON and J. D. LAMON, JR. ~~his-her wife~~ husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose name S is-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 16th day of October, 1953.

My Commission expires:
May 6, 1955

Russell C. Bellotti
Notary Public, whose place of residence is San Jose, Santa Clara County, California.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF New Mexico)
COUNTY OF Chavez) SS.

I, the undersigned Notary Public, do hereby certify that on the 22 day of October, 1953, personally and in person appeared D. H. Cahoon ~~and~~ ~~his-her~~ wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 22 day of October, 1953.

My Commission expires:
March 6-57

Tom M. Thornton Jr.
Notary Public, whose place of residence is Roswell, N. M.

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: October 16, 1953

Mrs. C. K. Keller
Mrs. C. K. Keller
C.K. Keller
Address: [Signature]
326 Pala Avenue
Piedmont, California

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF CALIFORNIA)
) SS.
COUNTY OF ALAMEDA)

I, the undersigned Notary Public, do hereby certify that on the 16th day of October, 1953, personally and in person appeared Mrs. C. K. Keller and C. K. Keller ~~his~~-her ~~wife~~-husband the signer s of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose name s ~~is~~-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 16th day of October, 1953.

My Commission expires:

July 31, 1956

Mary Shanahan

Notary Public, whose place of residence is 2325 McKinley Ave.
Berkeley, Calif.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
) SS.
COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer____ of the above instrument, and personally known to me to be the person____ described in and who executed the foregoing instrument and whose name____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: August 14, 1953

Gertrude S. Shearn
Gertrude S. Shearn

Address:

3101 Fort Blvd,
El Paso, Texas

Date: Oct. 20, 1953

D. C. Smith, III
D. C. Smith, III

Address:

Box 992
Ozona, Texas

Date: Oct 23, 1953

Lucy J. Smith ✓
Lucy J. Smith

Address:

4627 Rosedale
Fort Worth, Texas

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF El Paso) SS.

I, the undersigned Notary Public, do hereby certify that on the 14th day of August, 1953, personally and in person appeared Gertrude S. Shearn, ~~a widow~~ and ~~his her wife~~ her husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name she is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 14 day of August, 1953.

My Commission expires:
VIRGINIA MANN, Notary Public, El Paso
Co., Tex., My Comm. Exp. 6-1-55

Virginia Mann
Notary Public, whose place of
residence is 2211 Grant Ave
El Paso, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Texas)
COUNTY OF Mclennan) SS.

I, the undersigned Notary Public, do hereby certify that on the 20th day of October, 1953, personally and in person appeared D.C. Smith and ~~his her~~ ~~wife-husband~~ the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name he is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 20 day of October, 1953.

My Commission expires;
June 1, 1953

Opal Cooper
Notary Public, whose place of
residence is 2511 W. Hollway
Mclennan, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Tarrant) SS.

I, the undersigned Notary Public, do hereby certify that on the 23 day of oct, 1953, personally and in person appeared Lucy J. Smith and her his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 23 day of oct, 1953.

My Commission expires:

6/1/56

T. B. Hart (T. B. Hart)
Notary Public, whose place of residence is Ft. Worth, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: October 19, 1953

Lillian Bernice Jenkins
LILLIAN BERNICE JENKINS

Address:

Route 6, Box 553-M

Tucson, Arizona

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Arizona)
COUNTY OF Pima) SS.

I, the undersigned Notary Public, do hereby certify that on the 19th day of October, 1953, personally and in person appeared Lillian Bernice Jenkins and his-her wife- husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 19th day of October, 1953.

My Commission expires:

November 24, 1953

Marvin Fred Busby
Notary Public, whose place of residence is Tucson, Arizona

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: 10/21/53


Administrator De Bonis Non of the Estate
of W. S. Patterson.
Address:
3341 Wilway Drive, N.E.
Albuquerque, New Mexico

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF NEW MEXICO)
COUNTY OF BERNALILLO) SS.

I, the undersigned Notary Public, do hereby certify that on the 21st day of October, 1953, personally and in person appeared Alfred S. Patterson, Administrator De Bonis Non ~~and~~ of the Estate of W. S. Patterson ~~his her wife~~ ~~husband~~ the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is ~~are~~ subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 21st day of October, 1953.

My Commission expires:
January 15, 1954

Robert W. Reidy
Notary Public, whose place of residence is Court House
Albuquerque, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is ~~are~~ subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Oct 6, 1953

Mary Lorena Higgins
Mary Lorena Higgins, Individually

Address:

Mary Lorena Higgins
Attorney-in-fact for W. F. Higgins

Date: Oct 6, 1953

Mary Lorena Higgins
Attorney-in-fact for Flora May Edwards

Address:

Mary Lorena Higgins
Attorney-in-fact for Thelma Higgins Kesler

Date: Oct 6, 1953

Mary Lorena Higgins
Attorney-in-fact for James Vernon Higgins

Address:

Mary Lorena Higgins
Attorney-in-fact for Earl Curtis Higgins

Date: Oct 6, 1953

Mary Lorena Higgins
Attorney-in-fact for Samuel Otis Higgins

Address:

Mary Lorena Higgins
Attorney-in-fact for Mary Higgins Smith

Date: Oct 6, 1953

Mary Lorena Higgins
Attorney-in-fact for Eula Higgins

Address:

Mary Lorena Higgins
Attorney-in-fact for S. O. Higgins

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Georgia)
COUNTY OF Dawson) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Individually, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953

My Commission expires:

Sept. 2-1957

~~Edittarr~~ Edittarr
Notary Public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Dawson) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for W. F. Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953

My Commission expires:

Sept. 2-1957

Edittarr
Notary Public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953 personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Flora May Edwards, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept - 2 - 1957

Elberta

Notary Public, whose place of residence is _____

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Thelma Higgins Kesler, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept - 2 - 1957

Elberta

Notary Public, whose place of residence is _____

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for James Vernon Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept. 2 - 1957

Elberta
Notary Public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Earl Curtis Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept - 2 - 1957

Elberta
Notary Public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Samuel Otis Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept. 2 - 1957

Ed Starr
Notary Public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Mary Higgins Smith, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953.

My Commission expires:

Sept. 2 - 1957

Ed Starr
Notary public, whose place of residence is

Winder Ga

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for Eula Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953

E. B. Starr
Notary Public, whose place of residence is _____

My Commission Expires:
Sept-2-1957

Winderby

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Georgia)
COUNTY OF Barrow) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of October, 1953, personally and in person appeared Mary Lorena Higgins, Attorney-in-fact for S. O. Higgins, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of October, 1953

E. B. Starr
Notary Public, whose place of residence is _____

My Commission expires:
Sept-2-1957

Winderby

POWER OF ATTORNEY

Mary Lorena Higgins
Trustee & Attorney-in-fact
for Divisees and Heirs at Law
of E. C. Higgins.

POWER OF ATTORNEY

WHEREAS, E. C. Higgins died April 23, 1941, leaving a Last Will and Testament; and under the terms of the Final Decree entered in Cause No. 7622 in the District Court of Eddy County, New Mexico, entitled "In the Matter of the Last Will and Testament and Estate of E. C. Higgins, Deceased", the devisees of E. C. Higgins, deceased, were Mary Lorena Higgins, W. F. Higgins, Mrs. Julia Maddox, Flora May Edwards and the following heirs of J. A. Higgins, deceased, to wit: Eula Higgins, Earl Curtis Higgins, Samuel C. Higgins, J. Vernon Higgins and Mary Higgins Smith; and,

WHEREAS, Mrs. Julia Maddox died February 10, 1948, intestate, and leaving as her sole heir her husband, Charley Maddox; and the said Charley Maddox has released and quitclaimed to W. F. Higgins, S. C. Higgins (of Artesia, New Mexico), Flora May Edwards, Mary Lorena Higgins, Thelma Higgins Kesler and the heirs at law of J. A. Higgins, deceased, to wit: Eula Higgins, Earl Curtis Higgins, Samuel C. Higgins (of Bremen, Georgia), J. Vernon Higgins and Mary Higgins Smith, all of the share and interest of the said Julia Maddox, deceased, in the properties belonging to the E. C. Higgins Estate; and,

WHEREAS, under the terms of the Final Decree entered in Cause No. 7622, in the District Court of Eddy County, New Mexico, Mary Lorena Higgins is trustee of said estate; and the undersigned, as all of the present devisees, legatees, heirs at law and successors in interest of all of the property belonging to the estate of E. C. Higgins, desire to make, constitute and appoint Mary Lorena Higgins as their Attorney-in-Fact.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That W. F. Higgins, Flora May Edwards, Eula Higgins, Earl Curtis Higgins, Samuel O. Higgins, J. Vernon Higgins, Mary Higgins Smith, S. O. Higgins and Thelma Higgins Kesler have made, constituted and appointed and, by these presents, do make, constitute and appoint MARY LORENA HIGGINS, of Auburn, Georgia, true and lawful attorney for us and in our name, place and stead, to ask, demand, sue for, collect, recover and receive all sums of money, debts, dues, accounts, interest, dividends, annuities, proceeds from the sale of interests in oil and gas lands and all other demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to us by reason of our interest in the E. C. Higgins Estate; and to have, use and take all lawful ways and means, in our names or otherwise, for the recovery thereof, and to compromise and agree for the same and to give full receipt, release and acquittance or other sufficient discharges for the same; to bargain, contract, agree for, buy, sell, lease, mortgage, hypothecate and in any and every way and manner deal in and with all properties, choses in action and other property in possession or in action in connection with our interest in the E. C. Higgins Estate, and to make, do and transact all and every kind of business with reference to said estate; to bargain, contract, agree for, purchase, receive and take lands, including mineral interests therein, tenements, hereditaments, all deeds and other assurances, and to lease, let, remise, bargain, sell, release, convey, mortgage and hypothecate lands, mineral interests, oil and gas interests, tenements, hereditaments which we may own or in which we may have an interest in the E. C. Higgins Estate, upon such terms and conditions and under such covenants and agreements

as she shall think fit and, also, for us and in our name and as our act and deed, to sign, seal, execute, deliver and acknowledge deeds, including mineral Deeds, and assignments of royalties on oil and gas lands, leases and assignments of leases, including oil and gas leases, covenants, indentures, mortgages, hypothecations and to give releases and satisfactions of mortgages, judgments and other debts; and for us and in our name, to lease, let, assign, convey and make contracts of all and every kind and character with reference to our interest in any lands, oil royalties, mineral interests, oil and gas leases or other oil and gas or mineral interests of any kind belonging to the E. C. Higgins Estate, in which we have an interest; and, generally, to do and perform all matters and things, transact all business, make, execute and acknowledge all contracts, deeds, leases, assignments or other instruments with reference to our interest in any and all property belonging to the E. C. Higgins Estate of whatsoever nature and wheresoever situated, and with the same force and effect and to all intents and purposes as though we were personally present and acting for ourselves, hereby ratifying and confirming whatsoever our said attorney shall do by authority hereof.

GIVING AND GRANTING unto our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as we might or could do if personally present.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of June, 1949.

/s/ W. F. Higgins
W. F. Higgins

STATE OF GEORGIA)
 : ss.
COUNTY OF BARROW)

On this 25 day of June, 1949, before me personally appeared Flora May Edwards, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

(SEAL)

My Commission Expires:

June 19, 1950 /s/ O. B. Langford
Notary Public, Barrow Co. Ga.

* * * * *

STATE OF GEORGIA)
 : ss.
COUNTY OF HARALSON)

On this 27th day of June, 1949, before me personally appeared Lula Higgins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

(SEAL)

My Commission Expires:

Feb. 9, 1952 /s/ Lynne G. Goebel
Notary Public, Haralson County,
Georgia

* * * * *

STATE OF GEORGIA)
 : ss.
COUNTY OF FULCRON)

On this 1st day of July, 1949, before me personally appeared Earl Curtis Higgins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

My Commission Expires:

1-1-53 /s/ T. W. Fowler
Notary Public

STATE OF GEORGIA)
)
) : SS.
)
COUNTY OF HARALSON)

On this 27th day of June, 1949, before me personally appeared Samuel O. Higgins, to me known to be the Person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

My Commission Expires: Feb. 9, 1952 /s/ Lynne G. Goebel
Notary Public, Haralson County, Georgia

* * * * *

STATE OF GEORGIA)
)
) : SS.
)
COUNTY OF HARALSON)

On this 27th day of June, 1949, before me personally appeared J. Vernon Higgins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

My Commission Expires: Feb. 9, 1952 /s/ Lynne G. Goebel
Notary Public, Haralson County, Georgia

* * * * *

STATE OF GEORGIA)
)
) : SS.
)
COUNTY OF LONG)

On this 9th day of July, 1949, before me personally appeared Mary Higgins Smith, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

(SEAL)

My Commission Expires: Dec. 15- 1949 /s/ L. M. Branch
Notary Public

* * * * *

STATE OF NEW MEXICO)
: ss.
COUNTY OF EDDY)

On this 18 day of July, 1949, before me personally appeared S. C. Higgins, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

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

(SEAL)

My Commission Expires:

May 31, 1953 /s/ Martha Broock
Notary Public

* * * * *

STATE OF GEORGIA)
: ss.
COUNTY OF BARROW)

On this 25 day of June, 1949, before me personally appeared Thelma Higgins Kesler, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

(SEAL)

My Commission Expires:

June 19, 1950 /s/ O. B. Langford
Notary Public, Barrow Co. Ga.

* * * * *

STATE OF NEW MEXICO, County of EDDY, ss. I hereby certify that this was filed for record on the 1 day of August, 1949, at 8 o'clock A.M., and duly recorded in Book 3, page 335, of the Records of Power Atty of said county, on this 1 day of August, A.D. 1949.

/s/ Mrs. R. A. Wilcox
County Clerk

(SEAL)

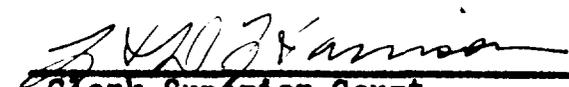
By R. A. Wilcox
Deputy

GEORGIA, BARROW COUNTY.

I, H. D. Harrison, Clerk of the Superior Court of said County, hereby certify that I have compared the foregoing copy of Power of Attorney issued to MARY LORENA HIGGINS Trustee & Attorney-in-Fact for Devises and Heirs at law of E. C. Higgins with the original thereof, and the same is a correct copy of the whole of such original Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of office, this the 8th day of October, 1953.




Clerk Superior Court,
Barrow County, Georgia.

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: 24 August 1953

Selby Francis Little, Jr
Selby Francis Little, Jr
CAPTAIN INFANTRY
Address:

OFFICE OF THE Commanding General
USARCARIB, Fort Amador, Canal Zone

Date: 24 August 1953

Anne S. Little
ANNE S. LITTLE
Address:

OFFICE OF THE Commanding General
USARCARIB, Fort Amador, Canal Zone

Date: _____

Address: _____

Date: _____

Address: _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

UNITED STATES OF AMERICA

STATE OF _____)
CANAL ZONE) SS.
COUNTY OF _____)

I, the undersigned Notary Public, do hereby certify that on the 24th day of August, 1953, personally and in person appeared Selby Francis Little, Jr and Anne S. Little his ~~late~~ wife-~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~are~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 24th day of August, 1953.

George L. Brown

My Commission expires:

Notary Public, whose place of residence is Curundu, Canal Zone

May 8, 1955

159-1

UNITED STATES OF AMERICA)
CANAL ZONE) SS:

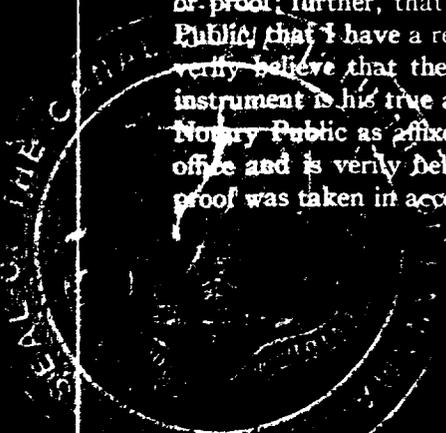
I, E. C. LOMBARD, Executive Secretary of the Canal Zone, in charge of the Seal of the Canal Zone Government,

Do Hereby Certify That George L. Brown, by and before whom the acknowledgment or proof of the annexed instrument was taken, was, at the time of taking the same, a duly commissioned and sworn NOTARY PUBLIC in and for the Canal Zone, and was duly authorized by the laws of the Canal Zone to take the acknowledgment or proof; further, that I have charge of the official records of the appointment of said Notary Public, that I have a record of his signature, and that I am acquainted with his handwriting and verify believe that the signature to the certificate of acknowledgment or proof of the annexed instrument is his true and genuine signature; further, that the impression of the seal of the said Notary Public as affixed on said certificate has been compared with the original on file in this office and is verily believed to be true and genuine; and further, that the acknowledgment or proof was taken in accordance with the laws of the Canal Zone.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the Canal Zone Government, at Balboa Heights,

Canal Zone, this 25th day of August, 1953.

E. C. Lombard



ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Oct. 8th, 1953

Mrs. S. R. Wilson
Mrs. L. R. Wilson
(Katharine Cahoon Wilson)

Address:

1119 Boren Avenue
c/o Northcliffe Apartment Hotel
Seattle, Washington

Date: 10. 8 - 53

Royd R. Wilson

Address:

1119 Boren Ave.
Seattle, Wash.

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Washington)
COUNTY OF King) SS.

I, the undersigned Notary Public, do hereby certify that on the 8th day of October, 1953, personally and in person appeared Mrs. L. R. Wilson and L. R. Wilson ~~his~~-her ~~wife~~-husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

1953 Given under my hand and Notarial seal this 8th day of October.

My Commission expires:
August 3, 1957

Ing. Stedman
Notary Public, whose place of residence is Seattle, Wash

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: 9/14/53

Th. Fred P. Moore

Address:
F35 Jefferson Bldg.
Houston, Texas

Date: 9/14/53

W. T. ...

Address:
317 Sandwood Dr.
Houston, Texas

Date: 9/15/53

J. P. Davis

Address:
677 So. Gilbert
Edna, Texas

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Harris) SS.

I, the undersigned Notary Public, do hereby certify that on the 14 day of Sept., 1953, personally and in person appeared Milant Madne and Quindan his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name she is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 14 day of Sept., 1953

My Commission expires:
June 1, 1955

Mary J. Wagner
Notary Public, whose place of residence is Houston, Texas

MARY J. WAGNER

Notary Public, in and for Harris County, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Texas)
COUNTY OF Harris) SS.

I, the undersigned Notary Public, do hereby certify that on the 14 day of Sept., 1953 personally and in person appeared W. T. Ferriss and his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name he is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 14 day of Sept., 1953

My Commission expires;
J. R. WALKER
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1955

J. R. Walker
Notary Public, whose place of residence is Houston, Texas

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: SEP 26 1953

Robert L. Gates
Robert L. Gates

Address:

910 San Pedro Avenue

San Antonio, Texas

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Bexar) SS.

I, the undersigned Notary Public, do hereby certify that on the day of Sept, 1953, personally and in person appeared Robert G. Gate and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 26th day of Sept., 1953.

My Commission expires:
May 31- 1955

Martin Lindeman
Notary Public, whose place of residence is 728 N. Lynwood Ave
San Antonio, Texas

MARTIN LINDEMAN
Notary Public, Bexar County, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF Bexar) SS.

I, the undersigned Notary Public, do hereby certify that on the 26 day of Sept, 1953, personally and in person appeared Robert L. Gates and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 26th day of Sept, 1953.

My Commission expires:
May 31-1955

Martin Lindeman
Notary Public, whose place of residence is 728 W. Lynwood Ave
San Antonio Texas

MARTIN LINDEMAN
Notary Public, Bexar County, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Sept 23, 1953

James G. Roberts, Jr.
Eleanor M. Roberts
Address:
3618 Douglas St.
El Paso, Texas

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF EL PASO) SS.

I, the undersigned Notary Public, do hereby certify that on the 23rd day of SEPT., 1953, personally and in person appeared JAMES G. ROBERTS, JR. and ELEANOR M. ROBERTS his-~~her~~ wife-~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~-are subscribed thereto and acknowledged to me that THEY signed, sealed, executed and delivered the same as THEIR free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 23rd day of SEPT. 1953.

My Commission expires:

JUNE, 1955

Lawrence L. Fuller
Notary Public, whose place of residence is 7112 CLAUDETTE DR EL PASO, TEXAS

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: September 21, 1953

ATTEST:

R.M. Coleman
R. M. Coleman, Secretary

Date: _____

Date: _____

Date: _____

SOUTHLAND ROYALTY COMPANY

BY *H.H. Porter*

H.H. PORTER, VICE PRESIDENT
Address:

611 Fort Worth National Bank Bldg.

Fort Worth, Texas

Address:

Address:

Address:

June 1, 1955

My Commission expires:

MARGARET DEAN Notary Public
in and for Tarrant County, Texas

Margaret Dean
Notary Public

On this 24 day of September 1953, before me personally appeared H.H. Porter, to me personally known, who, being by me duly sworn, did say that he is Vice President of Southland Royalty Company, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was and sealed in behalf of said corporation by authority of its Board of Directors, and that said H.H. Porter acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF: I have hereunto set my hand and affixed my official seal on this day and year first above written.

STATE OF TEXAS)
COUNTY OF TARRANT)
ss)

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Aug 3 1953

(Samuel H. Marshall
(Samuel H. Marshall, Co-Ancillary
(Executor of the Estate of F. A. Andrews,
(deceased
(Address:

(Box 1344

(Albuquerque, New Mexico

(The Albuquerque National Bank, by
(Raymond B. Bunker
(its Vice-President, Co-Ancillary
(Executor of the Estate of F. A. Andrews,
(deceased

Date: Aug 7 1953

(Address:

(Box 1344

(Albuquerque, New Mexico

Date: _____

(Address:

Date: _____

(Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Mexico)
COUNTY OF Chavez) SS.

I, the undersigned Notary Public, do hereby certify that on the 3rd day of August, 1953, personally and in person appeared Samuel H. Marshall, Co-Ancillary Executor of the Estate of F. A. Andrews, Deceased, the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument, and whose name is subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3rd day of August, 1953.

My Commission expires:

Mich 6-57

Jon M. Howton Jr.
Notary Public, whose place of residence is Rowell, N. M.

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: August 3, 1953

Mary M. McCullough
Mary McCullough

Address:

Office of Postmaster

Roswell, New Mexico

Date: AUG 4 1953

Laura H. Cahoon
Laura H. Cahoon

Address:

709 North Pennsylvania Ave.

Roswell, New Mexico

Date: AUG 4 1953

George L. Erwin
George L. Erwin

Address:

1307 North Pennsylvania Ave.

Roswell, New Mexico

Date: AUG 4 1953

Ethel P. Erwin
Ethel P. Erwin

Address:

1307 North Pennsylvania Ave.

Roswell, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Mexico)
COUNTY OF Chavez) SS.

I, the undersigned Notary Public, do hereby certify that on the 3rd day of August, 1953, personally and in person appeared Mary McCullough, ~~his wife~~ a widow and ~~his~~ her husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name she is ~~are~~ subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3rd day of August, 1953.

My Commission expires: March 6-57

Jon M. Thornton Jr
Notary Public, whose place of residence is Rowell, N.M.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF New Mexico)
COUNTY OF Chavez) SS.

I, the undersigned Notary Public, do hereby certify that on the 4th day of August, 1953, personally and in person appeared Laura H. Cahoon, ~~his wife~~ a widow and ~~his~~ her husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name she is ~~are~~ subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 4th day of August, 1953.

My Commission expires: March 6-57

Jon M. Thornton Jr
Notary Public, whose place of residence is Rowell, N.M.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Mexico)
COUNTY OF Chaves) SS.

I, the undersigned Notary Public, do hereby certify that on the 4th day of August, 1953, personally and in person appeared George L. Terwin and Kathel P. Terwin his-~~her~~ wife-~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 4th day of August, 1953.

My Commission expires:

March 6 - 57

Jon M. Thoutsof
Notary Public, whose place of residence is Roswell NM

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

JUL 13 1953

Date: _____

Wilma Elliott Donohue

Address: _____

E. C. DONOHUE
P. O. Box 1567
El Paso, Texas

Date: JUL 13 1953

Edward C Donohue

Address: _____

E. C. DONOHUE
P. O. Box 1567
El Paso, Texas

Date: July 28-53

F. S. Backman

Address: _____

Box 1103
Rowell, N. M.

Date: July 28-53

Lena W. Backman

Address: _____

Box 1103
Rowell, N. M.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Texas)
COUNTY OF El Paso) SS.

I, the undersigned Notary Public, do hereby certify that on the 13th day of July, 1953, personally and in person appeared Wilma Elliott Donohue and Edward C. Donohue ~~his~~-her ~~wife~~-husband the signers of the above instrument, and personally known to me to be the person s described in and who executed the foregoing instrument and whose name s ~~is~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 13th day of July, 1953.

My Commission expires:
6-1-55

[Signature]
Notary Public, whose place of residence is 828 Mesquite Ave El Paso, Texas

MARY F. FINERON, Notary Public, in and for El Paso County, Texas, My commission expires June 1, 1954

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS.

I, the undersigned Notary Public, do hereby certify that on the 28th day of July, 1953, personally and in person appeared Leta M. Blackmar and F. S. Blackmar ~~his~~-her ~~wife~~-husband the signer s of the above instrument, and personally known to me to be the person s described in and who executed the foregoing instrument and whose name s ~~is~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 28th day of July, 1953.

My Commission expires;
My Commission Expires February 28, 1954

[Signature]
Notary Public, whose place of residence is Lawell M M

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: July 29, 1953

Georgia U. Crawford

Address:

Box 605

Artesia, New Mexico

Date: July 29, 1953

Fredrick Crawford

Address:

Box 605

Artesia, New Mexico

Date: July 29, 1953

Jerry Curtis

Address:

Box 605

Artesia, New Mexico

Date: July 29, 1953

Donata S. Curtis

Address:

Box 605

Artesia, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Mexico)
COUNTY OF Eddy) SS.

I, the undersigned Notary Public, do hereby certify that on the 29th day of July, 1953, personally and in person appeared Georgia V. Crawford and Frederick Crawford ~~his-her~~ ~~wife-~~ husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose name s is-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 29th day of July, 1953.

My Commission expires:
November 8, 1956


Notary Public, whose place of residence is Artesia, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

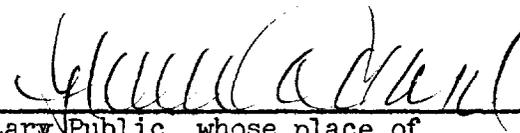
For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF New Mexico)
COUNTY OF Eddy) SS.

I, the undersigned Notary Public, do hereby certify that on the 29th day of July, 1953, personally and in person appeared Jerry Curtis and Loneta S. Curtis his-her wife-husband the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose name s is-are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 29th day of July, 1953.

My Commission expires;
November 8, 1956


Notary Public, whose place of residence is Artesia, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: July 23, 1953

(Constance E. Byers
(Constance E. Byers, Individually and
(as Ancillary Executrix of the Estate
(of Everett M. Byers, deceased.
(Address:
(205 Austin Savings Building
(Austin, Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF TEXAS)
 (ss.
COUNTY OF TRAVIS)

I, the undersigned Notary Public, do hereby certify that on the 23rd day of July, 1953, personally and in person appeared Constance E. Byers, Individually and as Ancillary Executrix of the Estate of Everett M. Byers, deceased, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth and in the capacity therein stated.

Given under my hand and Notarial seal this 23rd day of July, 1953.

My Commission expires:
June 1, 1955.

Lynwood Rhodes
Lynwood Rhodes, Notary Public
in and for Travis County, Texas
205 Austin Savings Building
Austin, Texas

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: July 22 1953

Robert Wilson

Address:

Tulsa Club
Tulsa, Oklahoma

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer__ of the above instrument, and personally known to me to be the person__ described in and who executed the foregoing instrument and whose name__ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: _____

July 9, 1953

Proby E. Bartz

Bertrand G. Bartz

Address: _____

419 Hunter Bldg.

San Antonio, Texas

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF TEXAS)
COUNTY OF BEXAR) SS.

I, the undersigned Notary Public, do hereby certify that on the 9th day of July, 1955, personally and in person appeared BERTRAND O. BAETZ and PEGGY E. BAETZ his-~~her~~ wife-husband the signer of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as THEIR free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 9th day of July, 1955.

My Commission expires:
6-1-55

Frank H. Silcock
Notary Public, whose place of residence is 477 Hunter Bldg San Antonio Texas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: 9-3-53

Sam Beckham

Address:

Box 54
Gal. N.M.

Date: 9-3-53

Mrs. Patricia Beckham

Address:

Gal. New Mex
Box 54

Date: 9/3/53

Mrs. Jewell Beckham

Address:

Box 878
Wink, Tex.

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF New Mexico)
COUNTY OF Lea) SS.

I, the undersigned Notary Public, do hereby certify that on the 3 day of Sept., 1953, personally and in person appeared Sam Beckham and Patricia Beckham ~~his-her~~ wife-~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is-are~~ subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3, day of September, 1953.

My Commission expires:

My Commission Expires October 2, 1954

Blanche Galley
Notary Public, whose place of residence is Jal, New Mexico

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF New Mexico)
COUNTY OF Lea) SS.

I, the undersigned Notary Public, do hereby certify that on the 3, day of September, 1953, personally and in person appeared Jewell Beckham a widow and ~~his-her~~ wife-~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is-are~~ subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3, day of September, 1953

My Commission expires;

My Commission Expires October 2, 1954

Blanche Galley
Notary Public, whose place of residence is Jal, New Mexico

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: August 6, 1953

A. E. Remington
A. E. REMINGTON

Address:
5535 Chelsea Avenue
La Jolla, California

Date: _____

Margaret A. Remington
(WIFE)

Address:
5535 Chelsea Avenue
La Jolla, California

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF California)
COUNTY OF San Diego) SS.

I, the undersigned Notary Public, do hereby certify that on the 6th day of August, 1958, personally and in person appeared A. E. Remington and Maryfred A. Remington his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 6th day of August, 1958.

My Commission expires:
February 14, 1967

Mark E. Taylor
Notary Public, whose place of residence is Vista, California

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Oct. 3 - 1953

Damaris Faust Roberts Clegg

Address:

115 W. Main St.

Christiansburg, Va.

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Virginia }
COUNTY OF Montgomery } SS.

I, the undersigned Notary Public, do hereby certify that on the 3^d day of Oct., 1953, personally and in person appeared Damaris Faust Roberts legally ~~and~~ ~~his-her~~ ~~wife-~~ ~~husband~~ the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name she is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3^d day of Oct., 1953.

My Commission expires:
Oct. 25, 1953

Mary T. Powder
Notary Public, whose place of residence is Christiansburg, Montgomery County, Va.

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____ }
COUNTY OF _____ } SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Oct. 6, 1953

George W. Nilsson Sec'y

Oil Royalties Corporation

By: Johnston, Vice Pres

Address:

239 S. Robertson Boulevard

Beverly Hills, California

Date: _____

Address:

Date: _____

Address:

Date: _____

Address:

STATE OF CALIFORNIA,

County of LOS ANGELES

SS.

ON THIS 6th day of October, A.D., 1953, before me,
BARBARA W. COOPER

a Notary Public in and for the said County and State, personally appeared
C. J. DEXTER, Vice- President, and
GEORGE W. NILSSON, Secretary, known to me,

(or argued to me on the oath of _____), to be the
Vice- President and Secretary of the

OIL ROYALTIES CORPORATION, the Corporation that executed the within
Instrument, known to me to be the persons who executed the within Instrument, on behalf of
the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

Barbara W. Cooper
Notary Public in and for said County and State.

ACKNOWLEDGMENT—CORP.—PRES. & SEC.—WOLCOTTS FORM 224

My Commission Expires May 10, 1955

My Commission expires:

Notary Public, whose place of
residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____
day of _____, 19____, personally and in person appeared _____
and _____ his-her
wife-husband the signer of the above instrument, and personally known to me
to be the person described in and who executed the foregoing instrument and
whose name is-are subscribed thereto and acknowledged to me that _____
signed, sealed, executed and delivered the same as _____ free and voluntary
act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of
residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: Aug 15-1953

Edward DeMooy
EDWARD DeMOOY *Single*

Address:

1212 Manor Park

Cleveland 7, Ohio

Date: _____

(WIFE)

Address:

1212 Manor Park

Cleveland 7, Ohio

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Ohio)
COUNTY OF Cuyahoga) SS.

I, the undersigned Notary Public, do hereby certify that on the 15th day of August, 1963, personally and in person appeared Edward De Moby and his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 15th day of August, 1963.

My Commission expires:
GEORGE E. GROELLE, Notary Public
My Commission Expires April 26, 1954

George E. Groelle
Notary Public, whose place of residence is 1577 Warren Road Lakewood, Ohio

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: _____

James R. Haynes

Address:

Grantville, Kansas

Date: November 3, 1953

James R. Haynes

Vera H. Haynes

Address:

Grantville, Kansas

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Kansas)
COUNTY OF Jefferson) SS.

I, the undersigned Notary Public, do hereby certify that on the 3rd day of November, 1953, personally and in person appeared Frank Haynes and Vera H. Haynes ~~his~~ his-her wife-~~husband~~ the signers of the above instrument, and personally known to me to be the person_s described in and who executed the foregoing instrument and whose name_s ~~is~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3rd day of November, 1953.

My Commission expires:
October 20, 1956

Kathleen Powers
Notary Public, whose place of residence is McLouth, Kansas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: _____

Arne S. Maki

Address:

Box 1202

Denver, Colorado

Date: 11/18/53

Arne S. Maki

Address:

P. O. Box 1202

Denver, Colo.

Date: _____

Address:

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires:

Notary Public, whose place of residence is _____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Colo)
COUNTY OF Denver) SS.

I, the undersigned Notary Public, do hereby certify that on the 7 day of Nov, 1953 personally and in person appeared Arne S. Maki and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that He signed, sealed, executed and delivered the same as His free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 7 day of Nov, 1953.

My Commission expires;
10-15-1955

Carl G. Moore
Notary Public, whose place of residence is 1415 Wadsworth
Jeff G. Lakewood, Co

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: November 3, 1953

(H. P. Schaefer
(H. F. Schaefer

(Address:
(1048 Republican St -
(223 Harrison Street
(Topeka, Kansas

Date: _____

(Address:
(_____
(_____

Date: _____

(Address:
(_____
(_____

Date: _____

(Address:
(_____
(_____

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Kansas)
COUNTY OF Shawnee) SS.

I, the undersigned Notary Public, do hereby certify that on the 3rd day of Nov, 1953, personally and in person appeared H. P. Schaefer ~~single person~~ and ~~his~~ his ~~her~~ wife husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is ~~are~~ subscribed thereto and acknowledged to me that he signed, sealed, executed and delivered the same as his free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3rd day of November, 1953.

My Commission expires:
February 26, 1954

John F. Pfeiffer
Notary Public, whose place of residence is 1120 E. 27th St
John Joseph Kausar Kansas

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name _____ is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: 9-14-53

O. E. Crites
Mrs. O. E. Crites

Address:

835 North Palm Street

Ponca City, Oklahoma

Date: 9-14-53

Robert C. Crites

Mrs. Robert C. Crites

Address:

421 No. Peachtree

Ponca City, Oklahoma

Date: 9-17-53

V. Audrey Crites Kanelakas

Geo. J. Kanelakas

Address:

20 Mulberry Rd.

Maplewood, La.

Date: _____

Address:

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Oklahoma)
COUNTY OF Kay) SS.

I, the undersigned Notary Public, do hereby certify that on the 14 day of Sept., 1953, personally and in person appeared Mrs. O. E. Crites and Robert C. Crites ~~his her wife-~~ ~~husband~~ the signers of the above instrument, and personally known to me to be the persons described in and who executed the foregoing instrument and whose names ~~is~~ are subscribed thereto and acknowledged to me that they signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 14 day of September, 1953.

My Commission expires:
October 8, 1956

Esther Sims
Notary Public, whose place of residence is 201 S. 8th Ponca City, Oklahoma

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF Louisiana)
PARISH) SS.
COUNTY OF CALCASIEU)

I, the undersigned Notary Public, do hereby certify that on the 17th day of SEPTEMBER 1953, personally and in person appeared V. Audrey CRITES KANELAKOS and GEORGE J. KANELAKOS ~~his her~~ ~~wife-husband~~ the signer S of the above instrument, and personally known to me to be the person S described in and who executed the foregoing instrument and whose name S ~~is~~ are subscribed thereto and acknowledged to me that They signed, sealed, executed and delivered the same as their free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 17th day of SEPTEMBER, 1953.

My Commission expires;
AT DEATH

Orvil C. Berritt
Notary Public, whose place of residence is Subphur Louisiana

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming

STATE OF Oklahoma)
COUNTY OF Kay) SS.

I, the undersigned Notary Public, do hereby certify that on the 3rd day of December, 1953, personally and in person appeared Mrs. Robert C. Crifes ~~and~~ his-her-wife- ~~husband~~ the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that she signed, sealed, executed and delivered the same as her free and voluntary act and deed for the uses and purposes therein specified and set forth.

Given under my hand and Notarial seal this 3rd day of December, 1953.

My Commission expires:
October 8, 1956

Esther Sims
Notary Public, whose place of residence is 201 S. 8th Ponca City, Oklahoma

ACKNOWLEDGMENT FOR NATURAL PERSONS

For use in Arizona, Colorado, Idaho, Montana, New Mexico, Utah, and Wyoming.

STATE OF _____)
COUNTY OF _____) SS.

I, the undersigned Notary Public, do hereby certify that on the _____ day of _____, 19____, personally and in person appeared _____ and _____ his-her wife-husband the signer of the above instrument, and personally known to me to be the person described in and who executed the foregoing instrument and whose name is-are subscribed thereto and acknowledged to me that _____ signed, sealed, executed and delivered the same as _____ free and voluntary act and deed for the uses and purposes therein specified and set forth.

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

My Commission expires;

Notary Public, whose place of residence is _____

ADOPTION AND RATIFICATION OF
UNIT AGREEMENT FOR SAND HILLS
UNIT, LEA COUNTY, NEW MEXICO

In consideration of the execution of the Unit Agreement for the development and operation of the Sand Hills Unit, Lea County, New Mexico, by Sinclair Oil & Gas Company, as Unit Operator and by Sun Oil Company and others, in form approved by the United States Geological Survey, the undersigned owners of lands or interests in lands or royalties or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his particular ownership or interest, consent to the inclusion of said lands within the Unit Area therein defined, approve and adopt the terms of said Unit Agreement as applicable to said several lands and interests, agree that the drilling and development 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 of the proceeds of gas duly made upon the basis of production allocated under said Unit Agreement to the particular lands to which such rights or interests apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

Date: November 16, 1953

Mrs Cassie Moss

Address:

317 N. Pine

Ponca City Okla.

Date: November 16, 1953

Mr Rena Mowder

Address:

711 8th

Ponca City Okla

Date: November 16, 1953

Mrs Catherine Bickley

Fred Bickley

Address:

606 N. Oak

Ponca City Okla.

Date: November 16, 1953

Mrs. Winnie L. Moss

Address:

308 N. Union St.

Ponca City, Okla.