

UNIT AGREEMENT  
BUFFALO UNIT AREA  
COUNTY OF LEA  
STATE OF NEW MEXICO

14-08-001-1095

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Exhibit "A" (Map)

Exhibit "B" (Description of interests subject to agreement)

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

THIS AGREEMENT, entered into as of the 8<sup>th</sup> day of September  
          , 1953, by and between the parties subscribing, ratifying, or con-  
senting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

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

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

WHEREAS, the act of February 25, 1920, 41 Stat. 437, as amended by  
the act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181, et seq., author-  
izes Federal lessees and their representatives to unite with each other, or  
jointly or separately with others, in collectively adopting and operating a co-  
operative 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 Secre-  
tary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New  
Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to  
consent to or approve this agreement on behalf of the State of New Mexico,  
insofar as it covers and includes lands and mineral interests of the State of  
New Mexico; and

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

WHEREAS, the parties hereto hold sufficient interests in the Buffalo 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 plant regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

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

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T-18S, R-33E

Sec. 33: All  
Sec. 34: All  
Sec. 35: All

T-19S, R-33E

Sec. 1: Lots 3 and 4, S/2 NW/4, SW/4  
Secs. 2 to 4 Inclusive: All  
Sec. 9: N/2  
Secs. 10 and 11: All  
Sec. 12: W/2

Total Unit Area embraces 6,127.07 acres, more or less.

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

The above-described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably neces-

sary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

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

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

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

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

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

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

4. UNIT OPERATOR: Stanolind Oil and Gas Company is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees

and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

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

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

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

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

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

6. SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as herein-above provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 per cent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall

have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT:

If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts, and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement, this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: Except as otherwise specifically provided herein, the exclusive right, privilege, and duty of exercising any and all rights of the parties hereto which are necessary



or convenient for prospecting for, producing, storing, allocating, and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY: Within 6 months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor if such location is upon lands of the United States, and if upon State lands or Patented lands, such location shall be approved by the Commission, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until the Devonian formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor as to wells on Federal lands, or the Commission as to wells on State lands or Patented lands that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 15,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than 6 months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances

in paying quantities is completed to the satisfaction of said Supervisor and Commission, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this section, the Director and Commissioner may, after reasonable notice to the Unit Operator, and each working interest owner, lessee, and lessor at their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION:

Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission a plan for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete

and adequate as the Supervisor, the Commissioner, and the Commission may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Said plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development. The Supervisor and the Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substance in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and the Commissioner, shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission, a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the

Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner, and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

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

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner, and the Commission as to the proper

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

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

12. ALLOCATION OF PRODUCTION: All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced

equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS: Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the respective approval of the Supervisor, the Commissioner or the Commission at such party's sole risk, cost, and expense drill a well to test any formation for which a participating area has not been established or to test any formation for which a participating area has been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly

be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

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

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

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery, which shall be

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

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

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



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

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

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

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

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

hereinafter referred to as "Secretary", and the Commissioner, respectively, shall, and said Secretary and Commissioner by their approval hereof, or by the approval hereof by their duly authorized representative, does hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

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

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

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

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of

the United States, committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

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

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

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

19. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases

subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

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

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory

hereto, with the approval of the Director and the Commissioner; notice of any such approval to be given by the Unit Operator to all parties hereto.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION:

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

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

22. CONFLICT OF SUPERVISION: Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any

leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

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

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

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

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

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

28. LOSS OF TITLE: In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State land or leases, no payments of funds due the United States or the State

of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner of Public Lands of the State of New Mexico, respectively, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

In order to avoid title failures which might incidentally cause the title to a working interest or interests to fail, the owners of (a) the surface rights to lands lying within the unit area, (b) severed minerals or royalty interests in said lands, and (c) improvements located on said lands but not utilized for unit operations, shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a working interest owner or owners or in the unit operating agreement. If any ad valorem taxes are not paid by such owners responsible therefor when due, the Unit Operator may, at any time prior to tax sale, pay the same, redeem such property, and discharge such tax liens as may arise through non-payment. In the event the Unit Operator makes any such payment or redeems any such property from tax sale, the Unit Operator shall be reimbursed therefor by the working interest owners in proportion to their respective percentages of participation; and Unit Operator shall withhold from the proceeds otherwise due to said delinquent taxpayer or taxpayers, an amount sufficient to defray the costs of such payment or redemption, such withholdings to be distributed among the working interest owners in proportion to their respective contributions toward such payment or redemption.



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 to 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 and the Commissioner of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or Commissioner.

30. COUNTERPARTS: This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties

or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described unit area.

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

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

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

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

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

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

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

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

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

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

32. ROYALTY OWNERS' TAXES: Each royalty owner shall render and pay all ad valorem taxes, including ad valorem taxes measured by production levied against its royalty or mineral interest. Unit Operator shall pay, as an agent for the working interest owners, each royalty owner's share of all taxes other than ad valorem taxes levied on, or measured by, the unitized substances in and under, or that may be produced, gathered, and sold from the lands subject hereto, or upon the proceeds or net proceeds

derived therefrom, to the extent that the same are made payable by law by any working interest owner. Each working interest owner shall reimburse Unit Operator for taxes so paid on its behalf and such working interest owner shall make proportionate deductions of said amounts in settling with its royalty owners in each separately owned tract. No such taxes shall be charged to the United States or the State of New Mexico.

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

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

UNIT OPERATOR AND WORKING INTEREST OWNER

ATTEST: DATE: STANOLIND OIL AND GAS COMPANY

Roy A. McLaughlin SEP 8 1953 By Frank Zunderman  
 Assistant Secretary Vice President



Address: P.O. Box 1410, Fort Worth, Texas

WORKING INTEREST OWNERS

ATTEST: DATE: BUFFALO OIL COMPANY

J. H. Morris Sept. 11, 1953 By W. E. Stiles  
 Secretary Vice - President  
 BUFFALO OIL CO.  
 2314 GULF STATES BLDG  
 Address: DALLAS, TEXAS

ATTEST: DATE: MAGNOLIA PETROLEUM COMPANY

W. W. Clark OCT 26 1953 By R. M. Chan  
 Asst. Secretary W. W. Clark Vice - President

Address:

*Free B*

APPR	
Legal	
Tax	
Title R	
Engr.	
Gas	
Land	
Prod.	

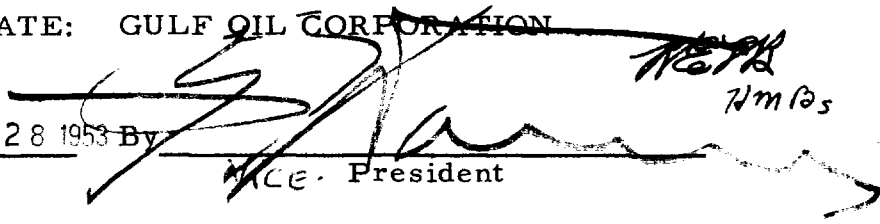
WORKING INTEREST OWNERS

ATTEST:

DATE: GULF OIL CORPORATION

  
ASST. Secretary H. M. CRAIG

OCT 28 1953 By

  
Vice-President

*H.M.C.*  
*J.M.R.*

Address:

GULF OIL CORPORATION  
BOX 1290  
FORT WORTH 1, TEXAS

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STATE OF Oklahoma )  
COUNTY OF Julien )

On this 8<sup>th</sup> day of September, 1953, before me appeared Frank Lindeman, Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President of STANOLIND OIL AND GAS 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 Frank Lindeman, Jr. acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 8<sup>th</sup> day of September, 1953.

My commission expires:  
My Commission Expires October 4, 1955

Maxine McAdams  
Notary Public  
Maxine McAdams

STATE OF TEXAS )  
COUNTY OF DALLAS )

On this 11<sup>th</sup> day of SEPTEMBER, 1953, before me appeared W.E. STILES, to me personally known, who being by me duly sworn, did say that he is the Vice President of BUFFALO 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 W.E. STILES acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 11<sup>th</sup> day of SEPTEMBER, 1953.

My commission expires:  
JUNE 1, 1955

Erving G. Bowers  
Notary Public

STATE OF Texas )  
COUNTY OF Dallas )

On this 26<sup>th</sup> day of October, 1953, before me appeared R. M. CHAN, to me personally known, who being by me duly sworn, did say that he is the vice- President of MARCELLA PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. M. CHAN acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 26<sup>th</sup> day of October, 1953.

My commission expires:  
My Commission Expires  
June 1, 1955

Gladys H. Walters  
Notary Public  
GLADYS H. WALTERS, Notary Public  
In and for Dallas County, Texas

STATE OF Texas )  
COUNTY OF Tarrant )

On this 28<sup>th</sup> day of October, 1953, before me appeared F. J. ADAMS, to me personally known, who being by me duly sworn, did say that he is the Vice - President of GULF Oil Corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. J. ADAMS acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 28<sup>th</sup> day of October, 1953

My commission expires:

June 1, 1955

Eva Marie Cooper  
Notary Public

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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



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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

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

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

**CERTIFICATE OF APPROVAL BY COMMISSIONER  
OF PUBLIC LANDS, STATE OF NEW MEXICO, OF  
UNIT AGREEMENT FOR DEVELOPMENT AND OPER-  
ATION OF BUFFALO UNIT AREA, CONTAINING  
ABOUT 6,127.07 ACRES IN LEA COUNTY, NEW  
MEXICO**

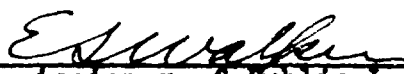
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There having been presented to the undersigned Commissioner of Public Lands in the State of New Mexico, the Agreement for the Development and Operation of the Buffalo Unit Area, Lea County, New Mexico, in which Stanolind Oil and Gas Company is designated as Unit 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 area;
- (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 area, 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 Laws of the State of New Mexico, 1943, as amended by Chapter 162 of the Laws of the State of New Mexico, 1951, I, the undersigned Commissioner of Public Lands for 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 said agreement and do hereby amend all leases embracing lands of the State of New Mexico committed to said unit agreement, to conform and extend said leases as provided in said agreement so that the provisions of each such lease, so far as they apply to lands within such area, will conform to the provisions of such agreement and so that the length of the secondary term as to lands within such area will be extended to coincide with the terms of such agreement. This approval is subject to all of the provisions of the aforesaid Chapter 88 of the Laws of the State of New Mexico, 1943, as amended by Chapter 162 of the Laws of the State of New Mexico, 1951.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 27th day of October, 1953.

  
\_\_\_\_\_  
Commissioner of Public Lands  
of the  
State of New Mexico

CERTIFICATE - 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 sec. 4.611, 12 F.R. 6784, I do hereby:

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

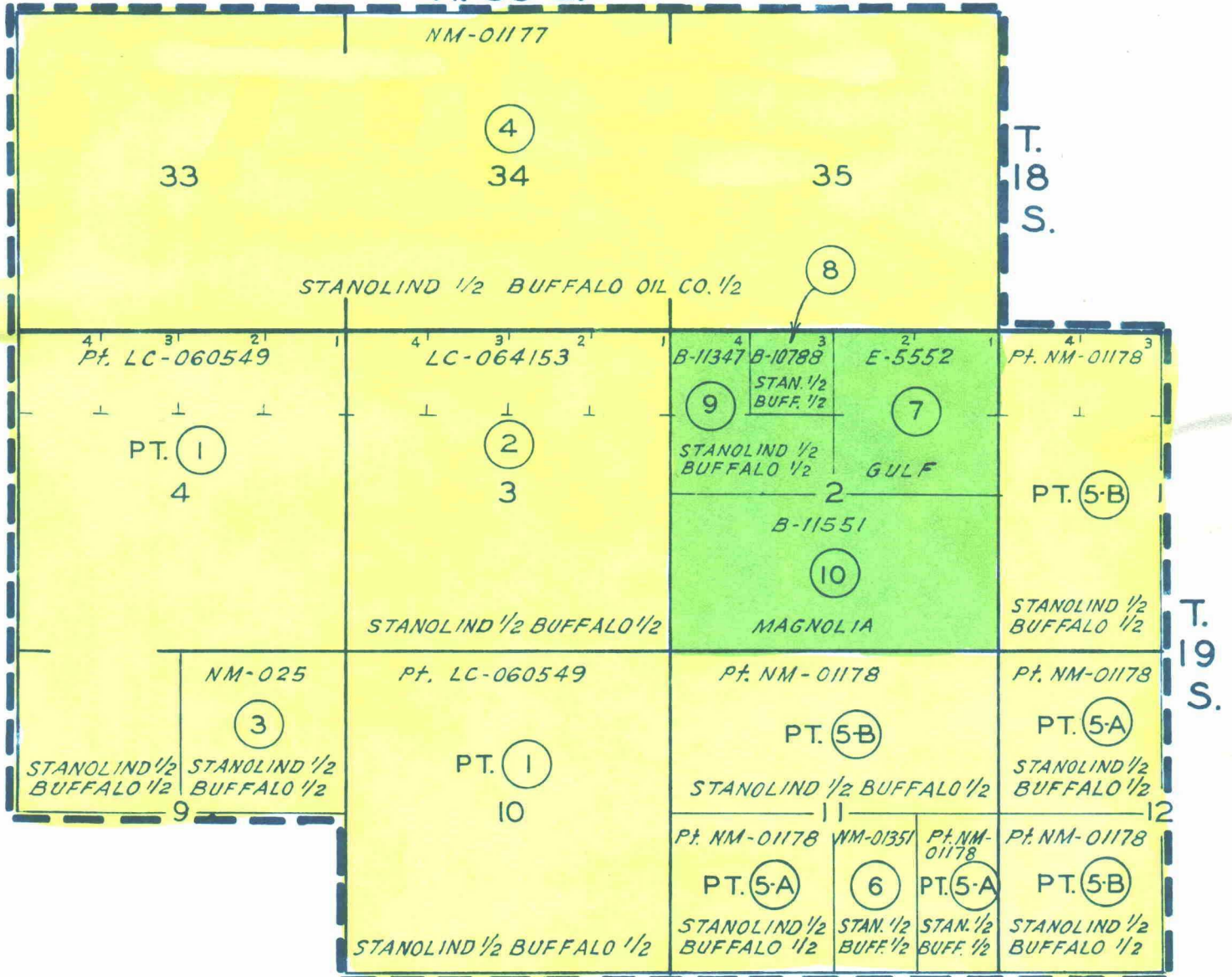
B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

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 NOV 6 - 1953.

Thomas B. Nolan  
Acting Director, United States Geological Survey

R. 33 E.



LEGEND:






-  FEDERAL LAND
-  STATE LAND
-  UNIT BOUNDARY
-  TRACT BOUNDARY
-  TRACT NUMBER

EXHIBIT "A"  
TO ACCOMPANY  
BUFFALO UNIT AGREEMENT  
LEA COUNTY, NEW MEXICO  
SCALE: 2" = 1 MILE

EXHIBIT "B"  
 Schedule Showing the Percentage and Kind of Ownership  
 of Oil and Gas Interests in all Land in the Buffalo  
 Unit Area, Lea County, New Mexico

TRACT NO.	DESCRIPTION	NO. OF ACRES	LAS CRUCES SERIAL NO. AND DATE OF LEASE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
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Federal Lands

T-19S, R-33E

1.	Sec. 4: All Sec. 9: NW/4 Sec. 10: All	1448.52	060549 1-1-51	USA-12-1/2%	William W. Dunn	Olen F. Featherstone - 1.0% Maljamar Oil & Gas Corp. - .225% Ballard E. Spencer - .7% William W. Dunn - 1.0% E. G. Aycock - .075%	Stanolind - 42.25%  Buffalo - 42.25%
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2.	Sec. 3: All	652.88	064153 5-1-47	USA-12-1/2%	Mark Whelan	Charles B. Gonsales - 1.5% Maljamar Oil & Gas Corp. - 1.334% E. G. Aycock - .25% Edna B. Terry - .1189% Florence S. Ullery - .1189% Dorothy V. Hill - .0990% Herman Lieneck - .0396% Bob T. H. Hulsey - .0396% Paul B. English et ux, Ruby - 1.5% Paul B. English et ux, Ruby - 1/2 and	Stanolind - 38.515% to 41.25% Buffalo - 38.515% to 41.25%
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TRACT NO.	DESCRIPTION	NO. OF ACRES	LAS CRUCES SERIAL NO. AND DATE OF LEASE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
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T-19S, R-33E

2. Continued

3.	Sec. 9; NE/4	160.00	NM-025 1-1-50	USA-12-1/2%	The Vickers Petroleum Co., Inc.	The Vickers Petroleum Co., Inc. - 5%	Stanolind - 38.515% to 41.25%
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The Vickers Petroleum Co., Inc. - production payment of \$200.00 per acre payable out of 1/16 of 7/8 of gross oil and gas. Amount per acre is for each acre in spacing pattern or proration unit attributable to and on which producing well is drilled.

4.	<u>T-18S, R-33E</u>	1920.00	NM-01177 6-1-50	USA-12-1/2%	P. B. English	Mary Louise McDonald - .188% F. A. Andrews - .25% Sylvester P. Johnson, Jr. - .25%	Stanolind - 38.515% to 41.25%
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Sec. 33: All  
34: All  
35: All

S. W. Lodewick et ux,  
Laura B. - 1.25%  
Maljamar Oil and Gas Corp. - .715%  
E. G. Aycock - .312%  
Edna B. Terry - .064%  
Florence S. Ullery - .064%  
Dorothy V. Hill - .053%  
Herman Lieneck - .021%  
Bob T. H. Hulsey - .021%

TRACT NO.	DESCRIPTION	NO. OF ACRES	LAS CRUCES SERIAL NO. AND DATE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
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4. Continued T-18S, R-33E

Paul B. English et ux,  
 Ruby - .906%  
 Levi A. Hughes et ux,  
 Dorothy - .453%  
 Charles B. Gonsales et ux,  
 Betty - .453%

Production payment of \$250.00 per acre payable out of 1/16 of 7/8 of gross oil and gas. Amount per acre is for each acre in spacing pattern or proration unit attributable to and on which each producing well is drilled; owned by: Paul B. English et ux,  
 Ruby - 1/2

Levi A. Hughes et ux,  
 Dorothy - 1/4  
 Charles B. Gonsales et ux,  
 Betty - 1/4

Above production payment absorbs and is subject to production payment reserved by S. W. Lodewick in the amount of \$25,600.00 payable out of 1/16 of 7/8 production with no well to be subject to a production payment of more than \$5,120.00 or subject to any production payment if production is less than 10 barrels per day.

5A T-19S, R-33E

Sec. 11: SW/4, 400.00 NM-01178 USA-12-1/2% Paul B. English  
 E/2 SE/4 4-1-50  
 Sec. 12: NW/4

F. A. Andrews, et ux, Stanolind - 38.515%  
 Selma - .25% to 41.25%  
 Mary Lorena Higgins, Trustee - .375%

TRACT NO.	DESCRIPTION	NO. OF ACRES	LAS CRUCES SERIAL NO. AND DATE OF LEASE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
<u>T-19S, R-33E</u>							
5A Continued							
						Oil Royalties Corp. - .375%	Buffalo - 38.515%
						J. H. Campbell - .625%	to 41.25%
						Jess Lynch et ux, Ermogene - .125%	
						Roy G. Barton - .125%	
						Mrs. Lou Baker - .5625%	
						George E. Bobb - .3125%	
						Fern Sullivan - .25%	
						Edna B. Terry - .1358%	
						Florence S. Ullery - .1358%	
						Dorothy V. Hill - .1132%	
						Herman Lieneck - .0453%	
						Bob T. H. Hulsey - .0453%	
						Maljamar Oil & Gas Corp. - 1.5246%	
						Production payment of \$350.00 per acre payable out of 1/16 of 7/8 of oil and gas produced, saved and sold for each acre in spacing pattern or proration unit attributable to and on which each producing well is drilled; owned by:	
						Paul B. English et ux,	
						Ruby - 1/2	
						Charles B. Gonsales et ux,	
						Betty - 1/4	
						Levi A. Hughes, et ux,	
						Dorothy - 1/4	
						F. A. Andrews, et ux,	
						Selma - .25%	Stanolind - 38.515%
						Mary Lorena Higgins,	to 41.25%
						Trustee - .375%	
						Oil Royalties Corp. - .375%	Buffalo - 38.515%
						J. H. Campbell - .625%	to 41.25%
						Jess Lynch et ux, Ermogene - .125%	

5B Sec. 1: Lots 3, 4, 809.35  
S/2 NW/4,  
SW/4

NM-01178 USA-12-1/2% Paul B. English  
4-1-50

11: N/2  
12: SW/4



TRACT NO.	DESCRIPTION	NO. OF ACRES	LAS CRUCES SERIAL NO. AND DATE OF LEASE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
-----------	-------------	--------------	---	---------------------------------	--------------------------------------	--	------------------------------------

T-19S, R-33E

5B Continued

Roy G. Barton - .125%  
 Mrs. Lou Baker - 1.5625%  
 George E. Bobb - .8125%  
 Fern Sullivan - .25%  
 Nona Bell Saunders - .5%

Production payment of \$250.00 per acre payable out of 1/16 of 7/8 of oil and gas produced, saved and sold for each acre in spacing pattern or proration unit attributable to and on which each producing well is drilled; owned by:

Paul B. English et ux, Ruby - 1/2  
 Charles B. Gonsales et ux,  
 Betty - 1/4  
 Levi A. Hughes et ux, Dorothy - 1/4

Jess Lynch - .125%  
 Roy G. Barton - .125%  
 F. A. Andrews et ux,  
 Selma - .25%  
 Mary Lorena Higgins, Trustee - .375%

Oil Royalties Corp. - .375%  
 J. H. Campbell - .625%  
 Mrs. Lou Baker - 1.125%  
 Edna B. Terry - .1358%  
 Florence S. Ullery - .1358%  
 Dorothy V. Hill - .1132%  
 Herman Lieneck - .0453%  
 Bob T. H. Hulsey - .0453%  
 Maljamar Oil & Gas Corp. - 1.5246%

6. Sec. 11: W/2 SE/4 80.00 NM-01351 USA-12-1/2% Lou Baker 8-1-51

Total Federal Lands - 5,470.75 acres or 89.29% of Unit.

EXHIBIT "B"  
 Schedule Showing the Percentage and Kind of Ownership  
 of Oil and Gas Interest in all Land in the Buffalo  
 Unit Area, Lea County, New Mexico

TRACT NO.	DESCRIPTION	NO. OF ACRES	SERIAL NO. AND DATE OF LEASE	LAND OWNER & PERCENT OF ROYALTY	RECORD OWNER OF LEASE OR APPLICATION	NAME AND PERCENT OF OVERRIDING ROYALTY	WORKING INTEREST OWNER AND PERCENT
State Lands							
7.	<u>T-19S, R-33E</u>						
	Sec. 2: Lots 1, 2, S/2 NE/4	168.48	E-5552 9-10-51	State of N.M. 12-1/2%	Gulf	None	Gulf - 87-1/2%
8.	Sec. 2: Lot 3	43.98	B-10788 11-10-43	State of N.M. 12-1/2%	Stanolind	None	Stanolind - 43.75% Buffalo - 43.75%
9.	Sec. 2: Lot 4 SW/4 NW/4, SE/4 NW/4,	123.86	B-11347 7-10-44	State of N.M. 12-1/2%	Charles B. Gonsales	Grace Hoxsey 1/16 of 7/8	Stanolind - 41.015% Buffalo - 41.015%
10.	Sec. 2: S/2	320.00	B-11551 10-10-44	State of N.M. 12-1/2%	Magnolia	None	Magnolia - 87-1/2%

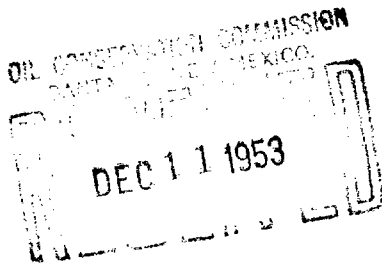
Total State Lands - 656.32 acres or 10.71% of Unit.

RECAPITULATION

<u>Land</u>	<u>Acres</u>	<u>Percentage</u>
Federal	5,470.75	89.29%
State	656.32	10.71%
Totals	<u>6,127.07</u>	<u>100.00%</u>

STANOLIND OIL AND GAS COMPANY  
Tulsa, Oklahoma

576



December 9, 1953

File: GPN-41.538

Re: AFE-20,020  
Buffalo Unit  
Lea County,  
New Mexico

~~Mr. John Anderson  
Regional Oil and Gas Supervisor  
U. S. Geological Survey  
Roswell, New Mexico~~

Dear Sir:

Herewith for Departmental distribution are four (4) copies of "Ratification and Joinder of Unit Agreement" by which Fern Sullivan commits her .25% overriding royalty interest under Tracts 5A and 5B as indicated on Exhibit "B" of the Buffalo Unit Agreement.

Stanolind Oil and Gas Company and Buffalo Oil Company, the working interest owners under Tracts 5A and 5B, have indicated their acceptance of this joinder by signing the ratifications.

Yours very truly,

Original  
Signed by G. B. JENKINSON

G. B. Jenkinson

JM/gjc

Enclosures

CC: New Mexico Oil Conservation  
Commission, Santa Fe, New Mexico

Commissioner of State Lands  
Santa Fe, New Mexico

Fern Sullivan  
c/o Trinidad Nat'l. Bank  
Trinidad, Colorado

COPY

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Trinidad A.S.*

SIGNATURES AND ADDRESSES

Name *James Sullivan*  
Address c/o Trinidad Natl. Bank,  
Trinidad, Colorado.

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

ACCEPTED:  
BUFFALO OIL COMPANY,  
WORKING INTEREST OWNER  
BY *W. E. Stiles*  
VICE PRESIDENT *R*

ACCEPTED:  
STANOLIND OIL AND GAS COMPANY,  
UNIT OPERATOR AND WORKING INTEREST  
OWNER  
*by [Signature]*

**APPROVED**  
*[Signature]*

STATE OF TEXAS )  
COUNTY OF POTTER )

On this 20th day of November, 1953, before me personally appeared Fern Sullivan to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal of office, this 20th day of November, 1953.

My commission expires:

June, 1955

Claine J. Baskin  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

RECEIVED  
Bureau of Land Management  
LAND AND SURVEY OFFICE  
SANTA FE, N. M.  
JUL 9 - 1953

**ASSIGNMENT OF OIL AND GAS LEASE**

THIS ASSIGNMENT, made and entered into this 15<sup>th</sup> of  
April, A. D. 1953, by and between Buffalo Oil Company,  
a Maryland Corporation, hereinafter referred to as "Assigner" and  
Stanolind Oil and Gas Company, a Corporation  
hereinafter referred to as "Assignee":

**WITNESSETH:**

That the undersigned Assigner, for and in consideration of the  
sum of \$1.00 and other good and valuable considerations to it in hand paid  
by Assignee, the receipt of which is hereby acknowledged, do hereby  
bargain, sell, assign, transfer and convey unto said Assignee, its  
successors and assigns, an undivided one-half (1/2) interest of Assigner's  
interest in and to that certain oil and gas lease made and entered into on  
January 1, 1951, by and between the United States of America, as Lesser, and  
William W. Dunn, as lessee, bearing Las Cruces Serial No. 060549 insofar  
as said oil and gas lease covers the following described land situated in  
Lea County, New Mexico, to-wit:

Township 19 South, Range 33 East, N. M. P. M.  
Section 4: All.  
Section 9: NW/4, NW/4 SW/4;  
Section 10: All,  
containing 1488.52 acres of land, more or less

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to  
which the above described lease, insofar as it covers the above described  
land, is presently subject, and Assignor and Assignee shall each bear one-  
half (1/2) of such overriding royalties; provided, however, that Assignor  
shall bear and pay out of its interest in the above described lease all  
overriding royalties, production payments and other payments due or

127305  
ASSIGNMENT APPROVED  
*W. L. Lang*  
Manager  
Land & Survey Office

production which were created after Assignor's acquisition of said lease.

Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described lands, assignee, at least 60 days prior to the payment of the next annual rental or at least 60 days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignor, and assignor shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease, by, through and under it, but not otherwise.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

By M. B. Daubman  
VICE - President

ATTEST:

J. H. Morris  
Secretary



THE STATE OF TEXAS, )

COUNTY OF DALLAS. )

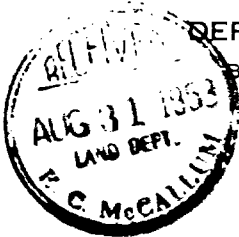
On this 15th day of April, A. D. 1953, before me appeared M. B. Fautman to me personally known, who, being by me duly sworn did say that he is the Vice-President of Buffalo Oil Company and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said M. B. Fautman acknowledged said instrument to be the free act and deed of said corporation.

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

Jane L. Campbell  
Notary Public in and for  
Dallas County, Texas.

JANE L. CAMPBELL, Notary Public  
Dallas County, Texas

My Commission expires  
June 1, 1953.



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

In Reply Refer To:  
M:CAB  
LC 064153 O&G/L

August 27, 1953  
Oil and Gas  
Lease dated 5/1/47

**DECISION**

Assignor: Buffalo Oil Company

Assignment  
Filed ~~or completed~~: 7/9/53

✓ Assignee: Stanblind Oil and Gas Company

Assignment Approved

of an undivided 1/2 interest

The above-captioned assignment of oil and gas lease is hereby approved, effective on the first day of the lease month following the date of its filing or completion.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

**5% overriding royalty heretofore reserved.**

J. A. DeLany  
Manager

Orig. to assignor (with assgt)  
ms: assignee (with assgt)  
O&G Supv. (3)

*copy to  
CAB  
9-1-53*

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.

Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental, or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

ATTEST:

By *A. Morris*  
Secretary

By *W. E. Stiles*  
VICE - President *RS*

THE STATE OF TEXAS,

COUNTY OF WALLAS,

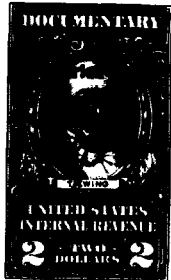
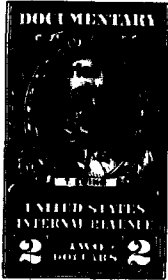
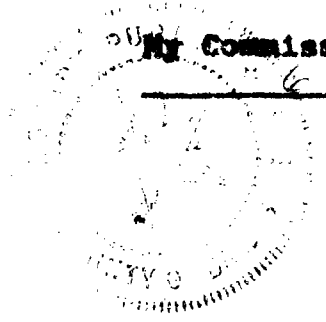
BEFORE ME, the undersigned authority, on this day personally appeared *W. E. Stiles*, known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of BUFFALO OIL COMPANY, a

corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 24 day of June, 1953.

[Signature]  
Notary Public

My Commission Expires: 6-1-54



27620

State of New Mexico  
County of San  
FILED FOR RECORD

JUN 24 1953

[Handwritten signatures and notes]  
Notary Public

[Handwritten notes]

ASSIGNMENT OF OIL AND GAS LEASE

This assignment, made and entered into this 15th day of April, 1953, by and between Buffalo Oil Company, a corporation, hereinafter referred to as "Assignor", and ~~Stanford Oil and Gas Company, a Corporation~~ hereinafter referred to as "Assignee":

WITNESSETH:

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on May 1, 1947, by and between the United States of America, as Lessor, and Mark Whelan, as Lessee, bearing Las Cruces Serial No. 064153, insofar as said lease covers the following described land in Lea County, New Mexico, to-wit:

Township 19 South, Range 33 East, N.M.P.M.

Section 3: All,  
containing 652.88 acres, more or less;

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half of such overriding royalties; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.

RECORDED  
JUL 1 - 1953  
HOUR

ASSIGNOR

1572

30  
Jas. Kelly  
Notary Public  
Lea County, N.M.

Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

BY M. B. Paulman  
VICE - President

ATTEST:

BY R. H. Morris  
Secretary

THE STATE OF TEXAS,

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared M. B. Paulman, known to me to be the person whose name is subscribed to the foregoing instrument as VICE President of BUFFALO OIL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15th day of April, A.D. 1953.

Jane L. Campbell  
Notary Public in and for  
Dallas County, Texas.

JANE L. CAMPBELL, Notary Public  
Dallas County, Texas

ASSIGNMENT OF OIL AND GAS LEASE

This assignment made and entered into this 3rd day of June, 1950, by and between Buffalo Oil Company, a corporation, hereinafter referred to as Assignor and Standard Oil and Gas Company, a corporation hereinafter referred to as Assignee:

W I T N E S S E T H :

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on January 3, 1950, by and between the United States of America as Lessor and The Vickers Petroleum Co., Inc., as Lessee, bearing Serial No. N.M.-025, insofar as said lease covers the following described land in Lea County, New Mexico, to wit:

Township 19 South, Range 33 East, N.M.P.M.:

Section 9: NE/4 containing 160 acres, more or less, subject to the following terms and conditions:

This assignment is made subject to all overriding royalties, production payments and other payments out of production, to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half (1/2) of such production payments; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

**ILLEGIBLE**

ASSIGNMENT OF OIL AND GAS LEASE

This assignment, made and entered into this 15th day of April, 1953, by and between Buffalo Oil Company, a corporation, hereinafter referred to as "Assignor", and Stanolind Oil and Gas Company, a corporation, hereinafter referred to as "Assignee":

## WITNESSETH:

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on June 1, 1950, by and between the United States of America, as Lessor, and Paul B. English, as Lessee, bearing Serial No. NM 01177, insofar as said lease covers the following described land in Lea County, New Mexico, to-wit:

Township 18 South, Range 33 East, N.M.P.M.  
 Section 33: All  
 Section 34: All  
 Section 35: All,  
 containing 1920 acres, more or less;

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half of such overriding royalties; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.



Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

BY M. B. Paulman  
VICE - President

ATTEST:

BY [Signature]  
Secretary

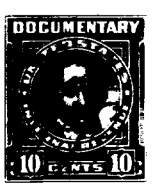
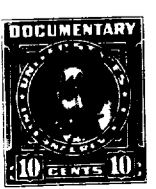
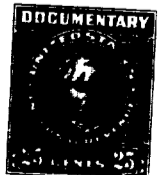
THE STATE OF TEXAS,  
COUNTY OF [Signature]

State of New Mexico: \_\_\_\_\_  
County of Lea  
FILED FOR RECORD  
SEP 1 1958  
at 2:55 o'clock P. M.  
and Recorded in Book 111  
Page 114  
EVA TATUM, County Clerk  
By [Signature] Deputy

BEFORE ME, the undersigned authority, on this day personally appeared [Signature], known to me to be the person whose name is subscribed to the foregoing instrument as [Signature] President of BUFFALO OIL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April, A.D. 1953.

[Signature]  
Notary Public in and for  
[Signature] County, Texas.



27619

65-

12  
Pastor  
Cora

ASSIGNMENT OF OIL AND GAS LEASE

This assignment, made and entered into this 25th day of May, 1953, by and between Buffalo Oil Company, a corporation, hereinafter referred to as "Assignor", and Stanolind Oil and Gas Company, a corporation, hereinafter referred to as "Assignee":

W I T N E S S E T H :

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on April 1, 1950, by and between the United States of America, as Lessor, and Paul B. English, as Lessee, bearing Serial No. NM-01178, insofar as said lease covers the following described land in Lea County, New Mexico, to wit:

Township 19 South, Range 33 East, N.M.P.M.

Section 11: SW/4 and E/2 SE/4;

Section 12: NW/4;

containing 400 acres of land,  
more or less,

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half of such overriding royalties; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.

Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

ATTEST:

By

A. J. Morris  
Secretary

By

W. E. Stiles  
VICE - President *re*

THE STATE OF TEXAS,

COUNTY OF DALLAS

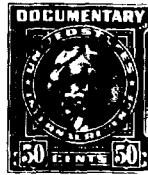
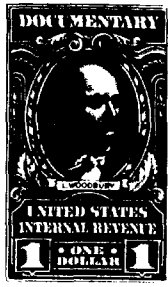
BEFORE ME, the undersigned authority, on this day personally appeared W. E. Stiles, known to me to be the person whose name is subscribed to the foregoing instrument as vice President of BUFFALO OIL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27<sup>th</sup>  
day of May, 1953.



My Commission Expires  
June 1, 1953.

*John S. [unclear]*  
Notary Public



117

27011

RECORDED  
MAY 27 1953

3:55 P.M.  
109  
[unclear]  
[unclear]

Notary  
[unclear]

27618

ASSIGNMENT OF OIL AND GAS LEASE

This assignment, made and entered into this 15th day of April, 1953, by and between Buffalo Oil Company, a corporation, hereinafter referred to as "Assignor", and Stanolind Oil and Gas Company, a Corporation, hereinafter referred to as "Assignee":

WITNESSETH:

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on April 1, 1950, by and between the United States of America, as Lessor, and Paul B. English, as Lessee, bearing Serial No. NM 01178, insofar as said lease covers the following described land in Lea County, New Mexico, to-wit:

Twp. 19 South, Range 33 East, N.M.P.M.  
Sec. 1 -- Lots 1, 2, 3, 4, S/2N/2, SW/4  
Sec. 11 -- N/2  
Sec. 12 -- SW/4  
Sec. 13 -- N/2 and SW/4  
containing 1459.80 acres, more or less,

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half of such overriding royalties; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.

Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

BY W. B. Williams  
VICE - President

ATTEST:

BY [Signature]  
Secretary

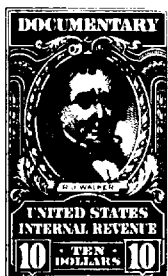
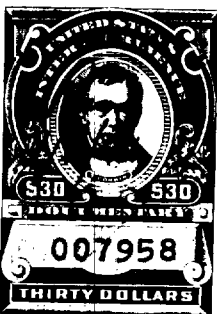
THE STATE OF TEXAS,  
COUNTY OF \_\_\_\_\_

State of Texas (County of) FILED FOR RECORD  
SEP 1 1953  
at 3:55 P.M. and Recorded in Book III Page 112  
H. A. TATUM  
Harris  
Harris

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument as \_\_\_\_\_ President of BUFFALO OIL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1953.

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



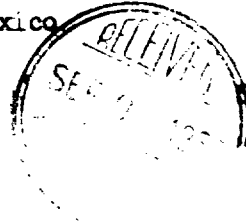
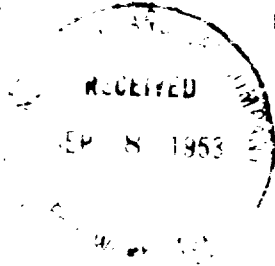
22510

Filed



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

In Reply refer to:  
M:HRH  
LC 060549 O&G/L



September 2, 1953  
Oil and Gas  
Lease dated 1/1/51

**DECISION**

Assignor: Buffalo Oil Company

Assignment  
Filed ~~accomplished~~: 7/9/53

Assignee: Stanolind Oil and Gas Company

Assignment Approved  
of an undivided 1/2 interest

The above-captioned assignment of oil and gas lease is hereby approved, effective on the first day of the lease month following the date of its filing or completion.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

**3% overriding royalty heretofore reserved.**

J. A. Delany  
Manager

Orig. to assignor (with assgt)  
cc: assignee (with assgt)  
O&G Supv. (3)

124305

ASSIGNMENT OF OIL AND GAS LEASE

This assignment, made and entered into this 15th, day of April, 1953, by and between Buffalo Oil Company, a corporation, hereinafter referred to as "Assignor", and Stanolind Oil and Gas Company, a Corporation, hereinafter referred to as "Assignee":

WITNESSETH:

HOUR \_\_\_\_\_

THAT the undersigned Assignor, for and in consideration of the sum of \$1.00 and other good and valuable considerations to them in hand paid by Assignee, the receipt of which is hereby acknowledged, do hereby bargain, sell, assign, transfer and convey unto said Assignee, its successors and assigns, an undivided one-half (1/2) interest of Assignor's interest in and to that certain oil and gas lease made and entered into on August 1, 1951, by and between the United States of America, as Lessor, and Mrs. Lou Baker, as Lessee, bearing Serial No. NM 01351, insofar as said lease covers the following described land in Lea County, New Mexico, to-wit:

Township 19 South, Range 33 East, N.M.P.M.  
Section 11 - W/2SE/4  
containing 80 acres, more or less;

subject to the following terms and conditions:

This assignment is made subject to all overriding royalties to which the above described lease, insofar as it covers the above described land, is presently subject, and Assignor and Assignee shall each bear one-half of such overriding royalties; provided, however, that Assignor shall bear and pay out of its interest in the above described lease all overriding royalties, production payments and other payments out of production which were created after Assignor's acquisition of said lease.

TO HAVE AND TO HOLD an undivided one-half (1/2) interest of Assignor's interest in and to the above described oil and gas lease insofar as it covers the above described land unto the said Assignee, its successors and assigns, subject to the terms and provisions hereinabove set forth, and Assignor does hereby warrant the title to said lease by, through and under it, but not otherwise.

ASSIGNMENT APPROVED

*Jas. Lamy*  
MAY 3 1953  
1953



Assignee, by accepting this assignment, agrees that in the event assignee desires at any time to surrender or relinquish said lease as to all or any portion of the above described land, assignee, at least sixty (60) days prior to the payment of the next annual rental or at least sixty (60) days prior to the expiration of said lease, or any extensions or renewals thereof, shall tender a reassignment to the assignors, and assignors shall accept said reassignment within ten (10) days and file the same in the proper Land Office for approval by the Department of the Interior; and, in the event assignors fail to accept said reassignment and file it, then assignee may surrender or relinquish said lease. In the event the reassignment is accepted by assignors and filed, as herein provided, assignors shall save, hold and protect the assignee harmless from all rentals subsequently accruing under said lease on account of the lands covered by said reassignment.

EXECUTED as of the day and year first above written.

BUFFALO OIL COMPANY

BY M. B. Paulson  
VICE-PRESIDENT

ATTEST:

BY R. H. Morris  
Secretary

THE STATE OF TEXAS,

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared M. B. Paulson, known to me to be the person whose name is subscribed to the foregoing instrument as VICE President of BUFFALO OIL COMPANY, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of June, A.D. 1953.

Jane E. Cavin  
Notary Public in and for

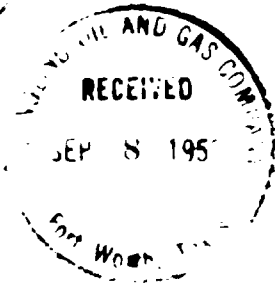
Tarrant County, Texas.

JANE E. CAVIN, Notary Public  
Dallas, Texas



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

In Reply Refer To:  
M:HRH  
NM 01351 O&G/L



September 1, 1953  
Oil and Gas  
Lease dated 8/1/51

**DECISION**

Assignor: **Buffalo Oil Company**

Assignment  
Filed ~~completed~~: 7/9/53

Assignee: **Stanolind Oil and Gas Company**

Assignment Approved  
of an undivided 1/2 interest

The above-captioned assignment of oil and gas lease is hereby approved, effective on the first day of the lease month following the date of its filing or completion.

Acceptable evidence of the qualifications and holdings of the assignee under the Mineral Leasing Act, as amended, has been filed. The showing as to overriding royalties and payments out of production conforms to the regulations.

**5% overriding royalty heretofore reserved.**

*Handwritten:* 2 copies to Mr. Fox 7-10-53

**J. A. DeLany**  
Manager

Orig. to assignor (with assgt)  
cc: assignee (with assgt)  
O&G Supv. (3)

*Tract 6*

*Handwritten:* 127 207

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tracts A. S. Andrews*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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

P. O. Box 532, Roswell, New Mexico

The Albuquerque National Bank by:  
*Raymond ...*  
its Vice President, Ancillary Executor  
Address of the Estate of F. A. Andrews, deceased

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF CHAVES )

On this 26th day of October, 1953, before me personally appeared Samuel W. Marshall to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 26 day of Oct., 1953.

My commission expires:

Oct. Jan. 1, 1955

Charlotte Sandry  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

STATE OF New Mexico )  
COUNTY OF Bernalillo )

On this 29th day of October, 1953, before me appeared RALPH E. BECKER, to me personally known, who being by me duly sworn, did say that he is the Vice President of ALBUQUERQUE NATIONAL BANK and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Ralph E. Becker acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 29th day of October, 1953.

My commission expires:

September 20, 1955

Peresa Menecucci  
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

Tract 1

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_


Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name 

Address 315 Midland Savings Bldg.,

Denver 2, Colorado

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF Colorado )  
COUNTY OF Denver )

On this 22nd day of September, 1953, before me personally appeared Olen F. Featherstone to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 22nd day of September, 1953.

My commission expires:

July 13, 1954

Margaret J. Spoden  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*7/10/78 12:45 PM*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

  
Secretary

MALJAMAR OIL AND GAS CORPORATION

By   
Vice-President

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

STATE OF TEXAS )  
COUNTY OF DALLAS )

On this 6th day of October, 1953, before me personally appeared W. E. Stiles to me personally known, who being by me duly sworn, did say that he is the Vice-President of Maljamar Oil and Gas Corporation and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said W. E. Stiles acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

6-1-55

Jane K. Campbell  
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Page 1*

SIGNATURES AND ADDRESSES

Name Ballard E. Spencer  
Address Box 593  
Artesia, NM

Name Elsie M. Spencer  
Address Box 593  
Artesia, NM

Name \_\_\_\_\_  
Address \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF New Mexico )  
COUNTY OF Eddy )

On this 22nd day of September, 1953, before me personally appeared Ballard E. Spencer and Elsie M. Spencer to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

Given under my hand and seal of office, this 22nd day of September, 1953.

My commission expires:

September 2, 1955

Melvin Caskey  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tracts 1, 2, 4*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name *[Signature]*

Address 511 Century Building

Fort Worth, Texas

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF TARRANT )

On this 16th day of September, 19 53, before me personally appeared E. G. AYCOCK to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 16th day of September, 19 53.

My commission expires:

June 6, 1957

Elizabeth W. McDaniel  
Notary Public  
Tarrant County, Texas

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My commission expires:

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

SIGNATURES AND ADDRESSES

Name <u>Charles Gonzalez</u> Address <u>P. O. BOX 993</u> <u>SANTA FE, NEW MEXICO</u>	Name <u>Betty Gonzalez</u> Address <u>SAME</u>
Name _____	_____
Address _____	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF NEW MEXICO )  
COUNTY OF SANTA FE )

On this 20th day of SEPTEMBER, 1953, before me personally appeared CHARLES B. GONZALES & BETTY GONZALES, wife to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

Given under my hand and seal of office, this 20th day of September, 1953.

My commission expires:  
April 30, 1957

Ernest W. Bain  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*True to my knowledge*

SIGNATURES AND ADDRESSES

Name <u>Edward B. Terry</u>	Name _____
Address <u>15 Clinton Ave</u>	Address _____
<u>Redwood, New Jersey</u>	_____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF New York )  
COUNTY OF New York )

On this 18 day of Sept, 1943, before me personally appeared Edna B. Ferry to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal of office, this 18 day of Sept, 1943.

My commission expires:

HAROLD E. ZICKLER  
NOTARY PUBLIC - State of New York  
No. 41-979366C  
Qualified in Queens County  
Certificate filed with New York  
County Clerk and Register  
Commission expires March 30, 1954

Harold E. Zickler  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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



RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tracts 2, 4, 5A, 6*

SIGNATURES AND ADDRESSES

Name *Florence S. Kelley*  
Address *Dellwood Park*  
*Madison, N.J.*

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

STATE OF New York )  
COUNTY OF New York )

On this 18 day of Sept, 1953, before me personally appeared Flourence S. Ullery to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal of office, this 18 day of Sept, 1953.

HAROLD E. ZICKLER  
NOTARY PUBLIC - State of New York  
No. 416789260  
Qualified in Queens County  
Certificate filed with New York  
County Clerk and Register  
Commission expires March 30, 1954

Harold E. Zickler  
Notary Public

My commission expires:  
\_\_\_\_\_

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tract No. 214, 5A1, 6*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name *Dorothy C. Shell*

Address *49 Canterbury Lane*

*Hartfield, New Jersey*

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF New York )  
COUNTY OF New York )

On this VI day of Sept, 1933, before me personally appeared Harold E. Zickler to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as his free act and deed.

Given under my hand and seal of office, this VI day of Sept, 1933.

HAROLD E. ZICKLER  
NOTARY PUBLIC - State of New York  
No. 41-8759250  
Qualified in Queens County  
Certificate filed with New York  
County Clerk and Register  
Commission expires March 30, 1954

My commission expires:

Harold E. Zickler  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

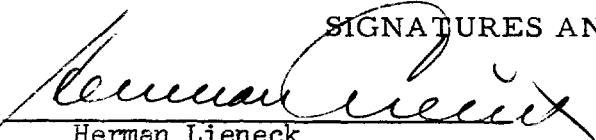
RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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*Tracts 2, 4, 5A, 6*

SIGNATURES AND ADDRESSES

Name <u></u> Herman Lieneck Address <u>332 North Monroe St.</u> <u>Ridgewood, New Jersey</u>	Name _____ Address _____  Name _____ Address _____  Name _____ Address _____
--	---

STATE OF New York )  
COUNTY OF New York )

On this 17 day of Sept, 1953, before me personally appeared Herbert K. Breach to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 17 day of Sept, 1953.

My commission expires:

HAROLD L. ZIEGLER  
NOTARY PUBLIC - State of New York  
IN ALBANY  
Qualified in Albany County  
Certificate No. 101 of New York  
County, Clerk and Register  
Commission expires March 30, 1954

Harold L. Ziegler  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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*2, 4, 1940*

SIGNATURES AND ADDRESSES

Name Bob J. H. Hulsey  
Address 25-40 Union Street  
Flushing 54, New York

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

STATE OF New York )  
COUNTY OF New York )

On this 22 day of Sept, 1953, before me personally  
appeared Bob F. H. Hulsey to me known to be  
the person described in and who executed and delivered the foregoing instrument,  
and acknowledged to me that he executed the same as his  
free act and deed.

Given under my hand and seal of office, this 22 day of Sept,  
1953.

My commission expires:  
\_\_\_\_\_

HAROLD E. ZICKLER  
NOTARY PUBLIC - State of New York  
No. 41-273925D  
Qualified in Queens County  
Certificate filed with New York  
County Clerk and Register  
Commission expires March 30, 1954

Harold E. Zickler  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally  
appeared \_\_\_\_\_ to me personally  
known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of  
\_\_\_\_\_ and that the seal affixed to said instru-  
ment was signed and sealed in behalf of said corporation by authority of its Board  
of Directors, and said \_\_\_\_\_ acknowledged  
said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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



RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tract 4*

SIGNATURES AND ADDRESSES

Name *A. W. Lodewick*

Name *Laura B. Lodewick*

Address Box 1171, Roswell, N.M.

Address Box 1171, Roswell, N.M.

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF New Mexico )  
COUNTY OF Chaves )

On this 17th day of September, 1953, before me personally appeared S.W.Lodewick and Laura B. Lodewick, his wife, to me known to be the persons described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

Given under my hand and seal of office, this 17th day of September, 1953.

My commission expires:

9/19/1954

Corrie B. Witt  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tracts 4, 5A, 5B*

SIGNATURES AND ADDRESSES

Name <u><i>Levi A. Hughes</i></u>	Name _____
Address <u><i>12755 Rochester Ave</i></u>	Address _____
<u><i>Los Angeles 24, Calif</i></u>	_____
Name <u><i>Lorothy B. Hughes</i></u>	_____
Address <u><i>Levi A. Hughes</i></u>	Address _____
<u><i>Attorney in Fact</i></u>	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

(ACKNOWLEDGMENT BY ATTORNEY IN FACT)

STATE OF NEW MEXICO )

COUNTY OF SANTA FE )

SS:

On this the 28th day of September 1953, personally appeared before me

Levi A. Hughes to me known to be the person who executed the foregoing instrument in behalf of himself and as Attorney in Fact for Dorothy B. Hughes, his wife and acknowledged that he executed the same as the free act and deed of said Levi A. Hughes and Dorothy B. Hughes, his wife.

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

*Ernest W. Baird*  
Notary Public

My Commission Expires:  
April 30, 1957

\_\_\_\_\_ personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed and delivered the foregoing instrument, and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

STATE OF CALIFORNIA

120 Co. N. 142

BY THESE PRESENTS that I, Dorothy B. Hughes, the  
Hughes, Jr., sometimes known as Levi A. Hughes, do  
and appoint said Levi A. Hughes, Jr., sometimes known  
as my true and lawful attorney in fact for me and in  
my name, to sell, transfer, assign, mortgage, and convey,  
in whole or in part, to enter into contracts in connection  
therewith, to otherwise deal in and with any and all rights, titles  
and interests which I now have, or may hereafter acquire, in or to any  
oil and gas leases, oil and gas prospecting permits, and other mineral  
and mineral rights, of every kind and character, situate in the  
United States of America, whether the same be held under leases or  
prospecting permits from the United States of America or under leases  
from the State in which they are located, or otherwise.

I hereby give and grant unto my said attorney, full power and  
authority to execute and deliver in my name, place and stead, any  
and all deeds, assignments, mortgages, contracts, leases and other  
instruments, of every kind and character, and to do and perform any  
act and thing whatsoever, requisite, necessary or proper to be done  
in and about the premises, as fully and effectively, to all intents  
and purposes, as I might or could do if personally present, with  
full power of substitution and revocation, hereby ratifying and  
confirming all that my said attorney, or his substitute, shall law-  
fully do or cause to be done, by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand on the 29  
day of December, 1953.

Dorothy B. Hughes

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss

On this 29 day of December, 1953, before me personally  
appeared Dorothy B. Hughes, to me known to be the person described  
in and who executed the above and foregoing instrument, and ack-  
nowledged to me that she executed the same as her free act and deed.

WITNESS my hand and notarial seal on this, the day and year in  
this certificate first above written.

Lillian Hitchcock  
Notary Public in and for the  
County of Los Angeles, State of  
California.

Lillian Hitchcock NOTARY PUBLIC  
My Commission Expires Mar. 12, 1954

**ILLEGIBLE**

Tracts 4, 5A, 5B

STATE OF NEW MEXICO  
COUNTY OF LEA  
FILED FOR RECORD

ss. June 15 1953 at 8:25 o'clock A. M. and recorded in Book 77

of the

records of my office.

By Conrad J. Lopez County Clerk.  
Louisa Cushman Deputy.

ABSTRACTER'S CERTIFICATE

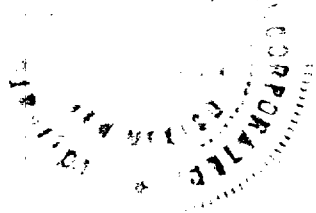
STATE OF NEW MEXICO  
COUNTY OF LEA

The Lovington Abstract Company, a New Mexico Corporation, hereby certifies that the foregoing is a true and correct copy of that certain Power of Attorney recorded in Book 77, Page 467 in volume of Records, as the same appears on record in the office of the County Clerk, Lea County, New Mexico.

Witness the signature of said Company, signed by its duly authorized officer and its corporate seal hereon impressed this the 6th day of October, 1953 at eight o'clock A.M.

LOVINGTON ABSTRACT COMPANY

BY: Rosa Jaque  
Assistant-Secretary-T



ILLEGIBLE

**AFFIDAVIT**

STATE OF NEW MEXICO )  
                          ) SS.  
COUNTY OF SANTA FE  )

I, CHARLES B. GONZALES, of lawful age, after first being duly sworn, depose and state:

I am personally acquainted with Dorothy B. Hughes, wife of Levi A. Hughes.

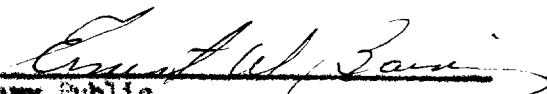
I personally know that Dorothy B. Hughes was living at the time Levi A. Hughes, her Attorney in Fact, executed in her behalf, the eleven copies of Ratification and Joiner of Unit Agreement, approving and adopting the Unit Agreement for the development and operation of the Buffalo Unit Area, Lea County, New Mexico, said instruments being executed and dated on September 28, 1953.

I also know that Dorothy B. Hughes was of sound mind at the time of execution of the above instruments.

Further affiant sayeth not.

  
Charles B. Gonzales

SUBSCRIBED AND SWORN TO BEFORE ME THIS 7th DAY OF October, 1953.

  
Ernest W. Jamieson  
Notary Public

My Commission Expires:  
April 30, 1957

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*The 30, 1966*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_  
*George W. Nelson*  
*Secretary*

Name Oil Royalties Corporation  
By: \_\_\_\_\_  
~~Address~~ Spitzer, Inc  
239 S. Robertson Boulevard  
Beverly Hills, California

Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_



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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

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

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On this 6th day of October, 19 53, before me appeared C. J. DEXTER and GEORGE W. NILSSON to me personally known, who being by me duly sworn, did say that ~~they are~~ they are the Vice-President and Secretary of OIL ROYALTIES CORPORATION and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said C. J. DEXTER and GEORGE W. NILSSON acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 6th day of October, 19 53

My commission expires:

My Commission Expires May 10, 1955

Barbara Wooper  
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tract 1A 44-10*

SIGNATURES AND ADDRESSES

Name <u><i>Jess Lynch</i></u>	Name _____
Address <u><i>Route 2, Box 71-E</i></u>	Address _____
_____ <u><i>Midland, Texas.</i></u>	_____
Name <u><i>Ernest [unclear]</i></u>	_____
Address <u><i>Route 2, Box 71-E</i></u>	Address _____
_____ <u><i>Midland, Texas.</i></u>	_____
Name _____	Name _____
Address _____	Address _____
_____	_____

STATE OF Texas )  
COUNTY OF Midland )

On this 25 day of September, 1953, before me personally appeared Jess Lynch and Emogene Lynch, husband and wife to me known to be the person x described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

Given under my hand and seal of office, this 25 day of September, 1953.

My commission expires:  
6-1-55

Huelda Hester x  
Huelda Hester Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:  
\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

*Tracts 50, 51, 4*

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name Roy G. Barton

Address Box 968

Hobbs, N.M.

Dipal Barton

Address Box 968

Hobbs, N.M.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF NEW MEXICO )  
COUNTY OF LEA )

On this 22nd day of September, 1953, before me personally appeared ROY G. BARTON and wife Opal Barton to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 22nd day of September, 1953.

My commission expires:

December 29, 1953

Willard G. Watson  
Notary Public

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My commission expires:

\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name Mrs Lou Baker

Address Oden Arkansas  
\_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

STATE OF Texas  
COUNTY OF Howard

On this 28th day of September 1953, before me personally appeared Mrs. Law Baker to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal of office, this 28th day of Sept., 1953.

My commission expires:

June 1, 1955

Corvily N. Clayton  
Notary Public  
Howard County,  
Texas,

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

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

A F F I D A V I T

STATE OF TEXAS )  
COUNTY OF HOWARD )

I, GEORGE E. BOBB, of lawful age, after first being duly sworn,  
depose and state:

I am personally acquainted with Lou Baker and affirm that the Lou Baker who is shown as record owner of Lease NM-01351 under Tract 6 of Exhibit "B" of the Buffalo Unit Agreement, is one and the same person as Mrs. Lou Baker, who executed ratifications and joinder of the Buffalo Unit Agreement on September 28, 1953.

Further affiant sayeth not.

*George E. Bobb*  
George E. Bobb

STATE OF TEXAS )  
COUNTY OF HOWARD )

On this 27 day of October, 1953, before me  
personally appeared George E. Bobb

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 official signature and affixed my notarial seal the day and year first above written.

*Verily N. Clayton*  
Notary Public, Howard  
County, Texas.

My Commission expires:

June 1, 1955



RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

SIGNATURES AND ADDRESSES

Name _____ Address _____  _____  Name _____ Address _____  _____  Name _____ Address _____  _____  Name _____ Address _____  _____	Name <u>George E. Bobb</u> P.O. Box 1685 Address <u>Big Spring, Texas</u>  _____  _____  _____  _____  _____  _____  _____  _____  _____
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STATE OF Texas )  
COUNTY OF Howard )

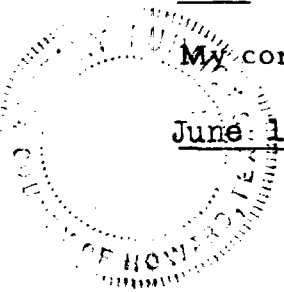
On this 26th day of September, 19 53, before me personally appeared George E. Bobb to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and seal of office, this 26th day of September, 1953

My commission expires:

June 1, 1955

*Dorothy N. Clayton*  
Dorothy N. Clayton, Notary Public  
Howard County, Texas



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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

My commission expires:

\_\_\_\_\_

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

RATIFICATION AND JOINDER OF UNIT AGREEMENT

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

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

SIGNATURES AND ADDRESSES

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name *Nona Bell Saunders*

Address P. O. Box 1685  
Big Spring, Texas

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

STATE OF TEXAS )  
COUNTY OF HOWARD )

On this 26th day of September, 19 53 before me personally appeared Nona Bell Saunders to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

Given under my hand and seal of office, this 26th day of September, 19 53.

My commission expires:

June 1, 1955

Dorothy N. Clayton  
Dorothy N. Clayton, Notary Public  
Howard County, Texas.

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

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

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_,

My commission expires:

\_\_\_\_\_

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he is the \_\_\_\_\_ President of \_\_\_\_\_ and that the seal affixed to said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_,

My commission expires:

\_\_\_\_\_

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