

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS IN ALL LAND IN THE QUEEN UNIT, EDDY COUNTY, NEW MEXICO

Tract No.	Description	No. of Acres	Serial No. and Expiration Date of Lease	Landowner and Percentage of Royalty	Record Owner Of Lease Or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
<u>FEDERAL LANDS</u>							
1.	T-24-S; R-21-E Sec. 22: SE/4 Sec. 23: N/2 NE/4, N/2 S/2 NE/4, S/2 SE/4 NE/4, E/2 SE/4, S/2 SW/4 SE/4, NE/4 NE/4, N/2 SE/4 NW/4, SW/4 SE/4 NW/4, W/2 E/2 SW/4, SE/4 SE/4 SW/4, W/2 W/2 exclusive of H.T.S. 206;	1618.30	NM-03181 8/ 1/57	USA	All	Billie Dunlap Day	3/4 Union Oil Company of California - All
2.	T-24-S, R-22-E Sec. 9: SE/4 Sec. 24: All Sec. 27: E/2	160.00	NM-04453 12/ 1/57	USA	All	Ervin Marsh	3/4 Union Oil Company of California - All
3.	Sec. 6: All Sec. 7: Lots 1, 2, 3, 4, E/2 W/2, NE/4, W/2 SE/4 Sec. 18: All	2462.03	NM-04526 12/ 1/57	USA	All	June C. Deason June C. Deason et vir, T. J. Deason, Jr.	3/4 Union Oil Company of California - All

<u>Tract No.</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Serial No. and Expiration Date of Lease</u>	<u>Landowner and Percentage of royalty</u>	<u>Record Owner of Lease or Application</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
3.	<u>T-24-S, R-22-E (Cont'd)</u> Sec. 19: N/2 NE/4, SE/4 NE/4, SE/4 SE/4, E/2 W/2, Lots 1, 2, 3, 4, Sec. 20: NE/4						
4.	<u>T-24-S, R-21-E</u> <u>Sec. 25: All</u> Sec. 26: All	1280	NM-07618-A 6/ 1/57	USA	All	Emmett D. White Edward T. Brant et ux, Mary Pauline Brant 3%	Union Oil Company of California - All
5.	<u>T-24-S, R-22-E</u> <u>Sec. 17: S/2 NE/4</u>	80	NM-07649 9/ 1/57	USA	All	Emmett D. White Emily K. Connell, et vir, Thomas Connell 3%	Union Oil Company of California - All
6.	Sec. 7: E/2 SE/4 Sec. 8: All Sec. 9: NW/4 Sec. 17: N/2 NE/4	960	LC-065793 5/ 1/57	USA	All	Warren R. Cobean Warren R. Cobean et ux Minnie W. Cobean 3%	Union Oil Company of California - All
7.	<u>T-23-S, R-21-E</u> <u>Sec. 25: All</u> Sec. 26: E/2 Sec. 35: NE/4, E/2 SE/4 Sec. 36: W/2, N/2 NE/4	1600	LC-065799 7/ 1/57	USA	All	George D. Riggs George D. Riggs, et ux, Edith Riggs 3%	Union Oil Company of California - All
8.	Sec. 36: SE/4 & S/2 NE/4	864.08	LC-065801 12/ 1/57	USA	All	Dorothy F. Teer Dorothy F. Teer et vir, Howard Teer 3%	Union Oil Company of California - All
9.	<u>T-24-S, R-21-E</u> <u>Sec. 1: All</u> <u>T-24-S, R-22-E</u> <u>Sec. 9: SW/4</u>	2280	LC-065905 8/ 1/57	USA	All	Merrill Max Seaton Merrill Max Seaton et ux, Winifred Tait Seaton 3%	Union Oil Company of California - All

<u>Tract No.</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Serial No. and Expiration Date of Lease</u>	<u>Landowner and Percentage of Royalty</u>	<u>Record Owner of Lease or Application</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
9.	T-24-S, R-22-E (cont'd)						
	Sec. 15: W/2						
	Sec. 16: All						
	Sec. 17: W/2						
	Sec. 20: NW/4, N/2 S/2						
	Sec. 21: NW/4, NW/4 NE/4, N/2 SE/4						
	Sec. 22: N/2 SE/4						
	Sec. 29: NW/4						
10.	Sec. 15: SE/4	200	LC-065905 8/ 1/57	USA	Merrill Max Seaton	None	Merrill Max Seaton All
	Sec. 22: NW/4 NE/4						
11.	T-24-S, R-21-E	1991.11	LC-066034 6/ 1/58	USA	Harold T. Kelly	Harold T. Kelly et ux, Myra Kelly 3%	Union Oil Company of California - All
	Sec. 2: Lots 1 & 2, S/2 NE/4 & SE/4						
	Sec. 12: All						
	Sec. 13: All						
	Sec. 14: E/2 & E/2 NW/4						
12.	Sec. 11: E/2	320	LC-066034 6/ 1/58	USA	Harold T. Kelly	None	Harold T. Kelly All
13.	Sec. 14: W/2 NW/4 & SW/4, exclusive of H.E.S. 208	184.93	LC-066043 9/ 1/58	USA	M. K. Hunker	None	M. K. Hunker All
14.	T-24-S, R-22-E	600	LC-066046 12/ 1/57	USA	G. C. Weaver	G. C. Weaver et ux Phyllis Weaver 3%	Union Oil Company of California - All
	Sec. 17: SE/4						
	Sec. 21: S/2 SE/4						
	Sec. 22: SE/4 NW/4, S/2						
15.	Sec. 22: SW/4 NE/4, E/2 NE/4	120	LC-066046 12/ 1/57	USA	G. C. Weaver	None	G. C. Weaver All

Tract No.	Description	No. of Acres	Serial No. and Expiration Date of Lease	Landowner and Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
16.	Sec. 29: N/2 NE/4	80	LC-066111 4/ 1/58	USA ALL	Sue Saunders Graham	Sue Saunders Graham et ux, Robert T. Graham 3%	Union Oil Company of California - ALL
17.	Sec. 29: S/2, S/2 NE/4 Sec. 30: Lots 1, 3, 4, E/2 SW/4, W/2 SE/4, SW/4 NE/4, E/2 E/2	877.19	LC-067254 8/ 1/58	USA ALL	Robert L. Bunnell	Robert L. Bunnell et ux, Pauline A. Bunnell 3%	Union Oil Company of California - ALL
18.	T-24-S, R-21-E Sec. 2: Lots 3 & 4 S/2 NW/4, SW/4	310.77	IC-067894 10/ 1/59	USA ALL	Tom C. Ward	Tom C. Ward et ux, Barbara J. Ward 3%	Union Oil Company of California - ALL
19.	T-23-S, R-21-E Sec. 35: W/2 SE/4	80	IC-067899 12/ 1/57	USA ALL	Ray Hobbs	Ray Hobbs et ux Ida Mae Hobbs 3%	Union Oil Company of California - ALL
20.	T-24-S, R-21-E Sec. 11: W/2	320	IC-067894 10/ 1/59	USA ALL	Tom C. Ward	None	Tom C. Ward - ALL

TOTAL Federal Land: 16,388.41 acres, or 94.2719 percent of Unit Area.

PATENTED LANDS

21.	T-24-S, R-22-E Sec. 21: SW/4, S/2 NE/4 NE/4 NE/4 Sec. 22: SW/4 NW/4	320	2/ 9/58	J. R. Turnbull et ux, Rowena Turnbull & H.M. Dow et ux, Ella Lea Dow	Magnolia Petro- leum Company	None	Magnolia Petroleum Company - ALL
22.	Sec. 20: S/2 S/2 Sec. 30: NW/4 NE/4 NE/4 NW/4 SE/4 NW/4 Lot 2	439.01	10-8-60 Unleased	Ralph Thayer	Union Oil Co. of Calif. None	None	Union Oil Co. of Calif. Ralph Thayer - ALL

<u>Tract No.</u>	<u>Description</u>	<u>No. of Acres</u>	<u>Serial No. and Expiration Date of Lease</u>	<u>Landowner and Percentage of Royalty</u>	<u>Record Owner of Lease or Application</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
	T-24-S, R-21-E Sec. 23: SE/4 SE/4 NW/4 S/2 SW/4 NE/4, E/2 NE/4 SW/4, NW NE/4 SE/4, NE/4 SE/4 SW/4, N/2 SW/4 SE/4						
23.	That portion of H.E.S. 208 lying in W/2 NW/4 Sec. 23, and SW/4 Sec. 14	76.77	Unleased	National Live-stock Co.	None	None	National Livestock Co. - All
24.	T-24-S, R-22-E Sec. 19: SW/4 NE/4 N/2 SE/4 SW/4 SE/4	160	8/23/64	C. L. Womack et ux, Travis B. Womack - All	Union Oil Company of California	None	Union Oil Company of California - All

TOTAL Patented Land 995.78 acres or 5.7281 percent of Unit Area

R E C A P I T U L A T I O N

<u>Land</u>	<u>Acres in Unit</u>	<u>Percentage of Unit Area</u>
Federal	16,388.41	94.2719
Patented	995.78	5.7281
	<u>17,384.19</u>	<u>100.0000</u>

RATIFICATION AND JOINDER OF UNIT AGREEMENT

RECEIVED

NOV 4 1955

GEOLOGICAL SURVEY
ROSWEIL NEW MEXICO

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

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

WORKING INTEREST OWNER

ADDRESS

SIGNATURE

Union Oil Building, 619 West Texas

UNION OIL COMPANY OF CALIFORNIA

Midland, Texas

By: E. R. Atwill
E. R. Atwill, Attorney-in-Fact

Date: September 15, 1955

Date: _____

R 71

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, 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.

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

My Commission expires:

Notary Public in and for _____ County,
State of _____

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me appeared _____ and _____ his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

Notary Public in and for _____ County,
State of _____

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND) SS.:

On this the 15 day of Sept, 1955, personally appeared before me E. R. ATWILL to me known to be the person who executed the foregoing instrument in behalf of UNION OIL COMPANY OF CALIFORNIA and acknowledged that he executed the same as the free act and deed of said UNION OIL COMPANY OF CALIFORNIA

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

My Commission expires:
June 1, 1957



Notary Public

MAVIS JONES
Notary Public
Midland Co, Texas

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

1112 West 8th., Roswell, New Mexico

Date: Sept. 30, 1955

Billie D. Hood

new Billie Hood

Dealing in her sole and separate property.

Date: _____

STATE OF N.MEX.)
COUNTY OF CHAVES) SS.:

TRACT No. 1

On this 30th day of September, 1955, before me appeared Billie Hood she, his/ wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires: February 28, 1956

Emerson B. Jodhunter
Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts,

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

ADDRESS
P.O. Box 253 Roswell N.M.
Date: SEP 29 1955

SIGNATURE
Ervin Marsh

P.O. Box 253 Roswell N.M.
Date: SEP 29 1955

Virginia Marsh

STATE OF New Mexico)
COUNTY OF Chaves) SS.:

TRACT No. 2

On this 29th day of September, 1955, before me appeared Ervin Marsh and Virginia Marsh, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
June 3, 1959

V. A. Howie
Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

Box 915, Roswell, N.M.

Date: 9-27-55

Box 915, Roswell, N.M.

Date: 9-27-55

STATE OF N.M.)
) SS.:
COUNTY OF Chaves

SIGNATURE

T. J. Deason, Jr.

June C. Deason

TRACT No. 3

On this 27 day of Sept., 1955 before me appeared T. J. Deason, Jr.
and June C. Deason, his wife, to me known to
be the persons described in and who executed the foregoing instrument, and
acknowledged to me they executed the same as their free act and deed.

My Commission expires:
4-22-56

Mary Eloise Campbell
Notary Public

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 195____, before me personally appeared _____
a single person, to me known to be the person
described in and who executed the foregoing instrument, and acknowledged to me
that _____ he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

P.O. Box 146, Roswell, N. Mex.

Date: November 4, 1955

Emmett D. White
Blanche V. White

Date: _____

STATE OF N. Mex }
COUNTY OF Chaves } SS.:

On this 4 day of November, 1955, before me appeared Emmett D. White and Blanche V. White, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
1-1-59

Charlotte Sandry
Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

Record Owner- Tr 4 & 5

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

215 Myrtle Bldg.

Edward T Brandt

Date: 10-21-55

215 Myrtle Bldg.

Mary Pauline Brandt

Date: 10-21-55

STATE OF)
COUNTY OF) SS.:

TRACT No. 4

On this 21 day of October, 1955, before me appeared Edward T. Brandt and Mary Pauline Brandt, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
June 1, 1957

Charlotte Stacker
Notary Public

STATE OF)
COUNTY OF) SS.:

CHARLOTTE STACKER
NOTARY PUBLIC, EDDY COUNTY, N.M.

On this ____ day of _____, 195__, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

THOMAS CONNELL
ATTORNEY AND COUNSELOR AT LAW
1215 CITIZENS NATIONAL BANK BLDG.
453 SOUTH SPRING STREET
LOS ANGELES 13
MADISON 6-7111

Oct. 25, 1955.

Mr. A. R. Starley
Union Oil Co.
Box 8736
Roswell, New Mexico

Dear Mr. Starley:

In reply to your letter of Sept. 13th and recent wire, please be advised that the undersigned does not desire to join the Unit.

If you have any particular reason for needing this consent, you might let me know. However, I feel my best interests would be served by not joining the Unit.

Sincerely yours,

Thomas Connell

C/m

TRACT No. 5
ORRI

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

Roswell, New Mexico

Date: Sept. 28, 1955

Roswell, New Mexico

Date: Sept. 28, 1955

STATE OF N.M.)
) SS.:
COUNTY OF CHAVES

SIGNATURE

Warren R. Cobean

Minnie W. Cobean

TRACT No. 6

On this 29th day of September, 1955, before me appeared Warren R. Cobean and Minnie W. Cobean, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
Nov. 7, 1956

Margie E. Mc Cormick
Notary Public

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 1955, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

Carlsbad, New Mex
Date: Sept 30 1955

George D Riggs
Edith Riggs

Date: _____

STATE OF N. M.)
COUNTY OF EDDY) SS.:

TRACT No. 7

On this 30 day of September, 1955, before me appeared George D. Riggs and Edith Riggs, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
8-21-58

L. L. Bunnell
Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195__, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

713 Mary Lake Dr., Bryan, Tex

Mrs Dorothy F. Lee

Date: Oct. 3, 1955

Howard Lee

Date: _____

STATE OF Texas

COUNTY OF Brewer

SS.:

TRACT No. 8

On this 3rd day of Oct, 1955, before me appeared Howard Lee and Dorothy F. Lee, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

June 1, 1957

Carman
Notary Public

STATE OF _____

COUNTY OF _____

SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT, insofar as it shall cover the \$500.00 per acre oil payment out of 3% of production on the SW 1/4 Sec. 9, NE 1/4 Sec. 15, All Sec. 16, NE 1/4 Sec. 17, NW 1/4, NE 1/4 Sec. 20, NW 1/4, NE 1/4 Sec. 21, NE 1/4 Sec. 22, NW 1/4 Sec. 29, T.24S., R.22E., NMPM, 2280 acres more or less.

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

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

ADDRESS

1620 Palmcroft Dr., SW

Phoenix, Arizona

Date: Oct. 20, 1955

Date: _____

SIGNATURE

Merrill Max Deaton

Mrs Winifred Pitt Deaton

TRACT No. 9

M. M. Seaton,
1620 Palm Croft Drive, S.W.,
Phoenix, Arizona.

Mr. W. M. Stanley,
District Landman,
Union Oil Company of California,
Reswell, New Mexico

Dear Mr. Stanley:

I am in receipt of your letter of September 16,
offering me the opportunity of participating in your Queen
Unit Area.

Please be advised that at this time I do not
wish to enter the unit agreement.

If you would like me to return the forms to
you, please advise.

Very truly yours,

M. M. Seaton
M. M. Seaton

TRACT No. 10

RATIFICATION AND JOINDER OF UNIT AGREEMENT

~~THIS RATIFICATION DOES NOT APPLY TO THE E 1/4 OF SECTION 11.~~

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>1508 N. Wash. Roswell, N.M.</u>	<u>Harold T. Kelly</u>
Date: <u>Sept 29, 1955</u>	_____

<u>1508 N. Wash. Roswell N.M.</u>	<u>Margie C Kelly</u>
Date: <u>Sept 29, 1955</u>	_____

STATE OF ~~NEW MEXICO~~)
COUNTY OF ~~CHAVEZ~~) SS.:

Tract No. 11

On this 10th day of October, 1955, before me appeared Harold T. Kelly and Margie C. Kelly, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
November 7, 1956

Margie E. Mc Cormick
Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

Does Not Apply To Tract 12

1508 North Washington
Roswell, New Mexico
October 27, 1955

Union Oil Company of California
Box 6738
Roswell, New Mexico

Gentlemen:

I desire to state to you that it is not my wish to ratify the Queen Unit block of land as to my lands in 10 066034, Township 24 South, Range 21 East as to Section 11, E4. I wish you to understand it is not my intention to jeopardize the approval of this unit.

Trusting that you will find the omission of these lands satisfactory, I am,

Very truly yours,

Harold T. Kelly
Harold T. Kelly

TRACT No. 12

October 18, 1955

Union Oil Company of California
P. O. Box 6738
Roswell, New Mexico

Attention: W. M. Stanley

Re: Unit Agreement, Queen Unit Area
Las Cruces 066043
Margaret K. Hunker

Gentlemen:

On behalf of my wife, Mrs. Margaret K. Hunker, I would like to reply to the letter addressed to me, dated September 16, 1955 in which you asked that the above-described lease be committed to the unit agreement for the development and operation of the Queen Unit Area, Eddy County, New Mexico. We have given careful consideration to the project covered and the following conclusions have been reached with respect thereto:

1. Considering the size of the proposed unit with the acreage owned by Margaret K. Hunker within the unit boundary, I do not feel she can at this time commit her acreage to the agreement submitted.

2. Regarding the unit agreement itself, I cannot recommend that it be executed unless the execution thereof is necessary in order for Union Oil Company of California to be able to complete the unit agreement with the Federal authorities in accordance with the regulations and statutes pertaining to units. In other words, we do not want to stand in the way of Union completing its project; however, we see no particular benefit in joining the project.

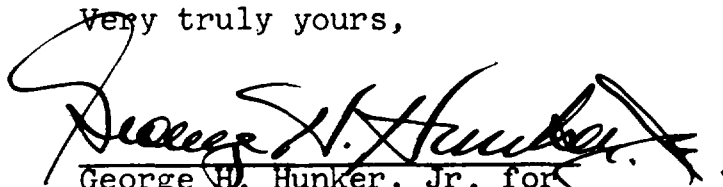
TRACT No. 13

Page 2
Union Oil Company of California

At some future date if Mrs. Hunker's failure to join in the unit would seriously hamper Union's operations, I would recommend some sort of arrangement similar to a farmout arrangement where Union could proceed with its program without hindrance.

We trust that the refusal to join will not too greatly inconvenience you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "George W. Hunker, Jr.", with a large, sweeping flourish extending from the end of the signature.

George W. Hunker, Jr. for
Margaret K. Hunker
1710 W. Third Street
Roswell, New Mexico

GHH:jh

RATIFICATION AND JOINDER OF UNIT AGREEMENT *insofar as it shall*

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 or her assigns or successors in interest.

SIGNATURE
L. C. Weaver
Phyllis C. Weaver

100

TRACT No. 14

~~Does Not Apply To TR 15~~

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 195____, 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.

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

My Commission expires:

Notary Public in and for _____
County, _____
State of _____

STATE OF N. M.)
) SS.:
COUNTY OF Eddy)

On this 24th day of Oct, 1955, before me appeared J. L. Weaver
and Phyllis C. Weaver his wife, to me known to be
the persons described in and who executed the foregoing instrument, and acknowledged
to me they executed the same as their free act and deed.

My Commission expires:

R. L. Brunnel
Notary Public in and for Eddy
County, _____
State of N. Mex

STATE OF)
) SS.:
COUNTY OF)

On this _____ day of _____, 195____, before me personally appeared _____
a single person, to me known to be the person described in and
who executed the foregoing instrument, and acknowledged to me that _____ he executed
the same as _____ free act and deed.

My Commission expires:

Notary Public

STATE OF)
) SS.:
COUNTY OF)

On this the _____ day of _____, 195____, personally appeared before me _____
to me known to be the person _____ who executed the foregoing
instrument in behalf of _____ and
acknowledged that _____ executed the same as the free act and deed of said _____

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

My Commission expires:

Notary Public

G. C. Weaver,
Box 1014,
Carlsbad, New Mexico

September 29, 1955

Mr. W. M. Stanley,
District Landman,
Union Oil Company of California,
Reswell, New Mexico

Dear Mr. Stanley:

I am in receipt of your letter of September 16,
offering me the chance to participate in your Queen Unit Area.

Please be advised that at this time I do not
wish to enter the unit agreement.

If you would like me to return the forms
to you, please advise.

Very truly yours,

G. C. Weaver
G. C. Weaver

TRACT No. 15

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

Box 172, Salt Lake City

Date: Oct 27, 1955

SIGNATURE

Lue Saunders Graham
Robert R. Graham

Date: _____

STATE OF Utah

COUNTY OF Salt Lake SS.:

TRACT No. 16

On this 1 day of November, 1955, before me appeared Robert R. Graham and Lue Saunders Graham, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

May 12, 1958

Notary Public

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

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 Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

Carlsbad, New Mexico

Date: October 14, 1955

SIGNATURE

Robert L. Bunnell
Pauline A. Bunnell

Date: _____

STATE OF N.M.)

COUNTY OF EDDY)

SS.: _____

TRACT No. 17

On this 14 day of October, 1955 before me appeared Robert L. Bunnell and Pauline A. Bunnell, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

3-3-59

James L. McElroy
Notary Public

STATE OF)

COUNTY OF)

SS.: _____

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

My Commission expires: _____

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

THIS RATIFICATION DOES NOT APPLY TO THE W 1/2 OF SEC. 11, T.24N., R.2E.

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS
2076 Lynett
San Diego, Calif.
 Date: 15 October, 1955

SIGNATURE
Thomas C. Ward

Date: _____

STATE OF }
California } SS.:
 COUNTY OF }
San Diego

TRACT No. 18

On this 15 day of October, 1955, before me appeared Thomas C. Ward and his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me ~~they~~ ^{HE} executed the same as ~~their~~ ^{his} free act and deed.

My Commission expires:
My Commission Expires April 13, 1958

Estelle Stetler
 Notary Public

STATE OF }
 COUNTY OF } SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

Does Not Apply to TR. 20

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

Carlsbad, New Mexico

SIGNATURE

Date: October 6, 1955

J. Ray Hobbs
Ida May Hobbs

Date: _____

STATE OF N.M.
COUNTY OF EDDY)
SS.:)

TRACT No. 19

On this 6 day of October, 1955, before me appeared J. Ray Hobbs and Ida May Hobbs, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires: Sept. 5, 1958

R. L. Bunnell
Notary Public

STATE OF _____)
COUNTY OF _____)
SS.:)

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

My Commission expires: _____

Notary Public

2076 Garnet Street
San Diego 9, California
28 October 1955

Union Oil Company of California
Mr. W. M. Stanely
Box 6738
Roswell, New Mexico

Dear Mr. Stanley:

With reference to our telephone conversation of
26 October, concerning the Ratification and Joinder of Unit
agreement, I do not wish to join the working interest.

Sincerely,



Thomas C. Ward

TRACT # 20

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

Kent, Texas
Date: Oct. 27, 1955

J. B. Foster
Mrs. Madeline Foster

Date: _____

STATE OF Texas)
COUNTY OF Culberson) SS.: RI - TRACT No. 21

On this 27 day of October, 1955 before me appeared J. B. Foster and Madeline Foster, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:
June 1 - 1957

E. C. Boyd
Notary Public Culberson County
Texas

STATE OF)
COUNTY OF) SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

MAGNOLIA PETROLEUM COMPANY

A SOCONY-VACUUM COMPANY

Roswell, New Mexico
September 29, 1955

Union Oil Company of California
P. O. Box 6738
Roswell, New Mexico

Attention: Mr. W. M. Stanley

RE: Queen Unit Area
EDDY COUNTY, New Mexico

Gentlemen:

Please refer to your letter of September 14, 1955, with which you enclosed Unit Agreement designating the Queen Unit Area, and setting out the provisions of the Unit Agreement.

Magnolia is willing to join this Unit provided it is not required to pay its share of the cost of any well, unless its lease is in the participating area.

Very truly yours,

MAGNOLIA PETROLEUM COMPANY

BY

S. P. Hannifin
S. P. Hannifin

SPH/aw

TRACT No. 21
Working Interest

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

111 So. Lake, Lordsburg, N.M.

Mabel C. Thayer

Date: October 8, 1955

Ralph Thayer

Date: _____

STATE OF ^{New Mexico}

COUNTY OF ^{Eddy}

SS.:

TRACT No. 22

On this 8 day of October, 1955, before me appeared Mabel C. Thayer and Ralph Thayer, Husband, ~~himself~~, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

January 11, 1957

Shawna E. Lusk
Notary Public

STATE OF)

COUNTY OF)

SS.:

On this _____ day of _____, 195____, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that _____ he executed the same as _____ free act and deed.

My Commission expires:

Notary Public



NATIONAL LIVESTOCK CO.

HEREFORD CATTLE, POLO PONIES, RAMBOUILLET AND DELAINE SHEEP
RANCHES IN EDDY, OTERO AND LEA COUNTIES, NEW MEXICO

CARLSBAD, NEW MEXICO

October 10, 1955

Union Oil Company
Box 6712
Roswell, New Mexico

Gentlemen:

Your Mr. Stanley has called on me and kindly explained the Unit Agreement I have had on my desk for sometime.

After going over the situation carefully with Mr. Stanley, I don't think we wish to join the Unit Agreement at this time. We will all be better able to pass on this plan if you get a well.

Yours very truly,

NATIONAL LIVESTOCK COMPANY

BY: John R. Joyce, II, Pres.

CRJII:jw

TRACT No. 23

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Queen Unit Area located within the County of Eddy, State of New Mexico, in form approved on behalf of the Secretary of the Interior, the undersigned owners of lands or leases, or interests therein or royalties presently held or which may arise under existing option agreements, or other interests in production covered by said Unit Agreement hereby severally, each to the extent of his or her particular ownership or interest, as may appear, consent to the inclusion of said lands within the Unit Area therein defined, ratify, 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 terms of said Unit Agreement, agree that the drilling, development and producing requirements of all leases and other contracts in which their several rights and interests are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement, and agree that payment for or delivery of (Whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

ADDRESS

SIGNATURE

1302 Country Club Circle

[Signature]

Date: Carlsbad NM
10-17-55

1302 Country Club Circle

Travis B. Womack

Date: Carlsbad NM
10-17-55

STATE OF N.M.

COUNTY OF Eddy

SS.:

TRACT No. 24

On this 17 day of Oct, 1955, before me appeared E. L. Womack and Travis B. Womack, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged to me they executed the same as their free act and deed.

My Commission expires:

8-15-59

Ruep Lagenberg
Notary Public

STATE OF)

COUNTY OF)

SS.:

On this ____ day of _____, 195__, before me personally appeared _____, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as _____ free act and deed.

My Commission expires:

Notary Public

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

April 18, 1955

Union Oil Company of California
P.O. Box 6738
Roswell, New Mexico

Re: Queen Unit Area
Eddy County, New Mexico

Gentlemen:

Reference is made to your application of April 4, 1955, filed with the Oil and Gas Supervisor, Roswell, New Mexico, requesting designation of 17,384.19 acres, more or less, in Eddy County, New Mexico, as an area logically subject to exploration and development under the unitization provisions of the Mineral Leasing Act, as amended.

Pursuant to regulations of December 22, 1950, 30 CFR 226.3, the following land is designated as a logical unit area, to be known as the Queen unit area;

<u>T. 23 S., R. 21 E., N. 40. P. 4 M.</u>	<u>Acres</u>
Sec. 25, all	640.00
Sec. 26, E $\frac{1}{2}$	320.00
Sec. 35, R $\frac{1}{2}$	320.00
Sec. 36, all	640.00
<u>T. 24 S., R. 21 E., N. 40. P. 4 M.</u>	
Sec. 1, lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ (all)	624.08
Sec. 2, lots 1, 2, 3, 4, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ (all)	621.88
Sec. 11, all	640.00
Sec. 12, all	640.00
Sec. 13, all	640.00
Sec. 14, all	640.00
Sec. 22, SE $\frac{1}{4}$	160.00
Sec. 23, all	640.00
Sec. 24, all	640.00
Sec. 25, all	640.00
Sec. 26, all	640.00
Sec. 27, E $\frac{1}{2}$	320.00
<u>T. 24 S., R. 22 E., N. 40. P. 4 M.</u>	
Sec. 6, lots 1, 2, 3, 4, 5, 6, 7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ (all)	636.13
Sec. 7, lots 1, 2, 3, 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ (all)	635.08
Sec. 8, all	640.00
Sec. 9, W $\frac{1}{2}$, SE $\frac{1}{4}$	480.00
Sec. 15, W $\frac{1}{2}$, SE $\frac{1}{4}$	480.00

Enclosure 5

<u>T. 24 S., R. 22 E., N.M.T.M. (Continued)</u>	<u>Acres</u>
Sec. 16, all	640.00
Sec. 17, all	640.00
Sec. 18, lots 1, 2, 3, 4, E 1/2, E 3/4 (all)	635.20
Sec. 19, lots 1, 2, 3, 4, E 1/2, E 3/4 (all)	635.32
Sec. 20, all	640.00
Sec. 21, all	640.00
Sec. 22, all	640.00
Sec. 29, all	640.00
Sec. 30, lots 1, 2, 3, 4, E 1/2, E 3/4	636.20
	<u>17,384.19</u>

Any unit agreement submitted for the area described above should conform with section 226.12 of the unit plan regulations and provide for a well to test the Devonian formation or to a depth of 6,000 feet.

The standard form of unit agreement (30 C.F.R., 226.12) should be modified as follows:

1. In order to assure orderly and progressive exploration of the unit area and to provide for reasonably prompt definition of any proved productive area therein, the attached subsection 2(e) "Automatic Elimination" should be appropriately inserted.
2. In order to conform to the pertinent provisions of Public Law 555 (68 Stat. 595) effective July 29, 1954, the attached revisions of certain subsections of Sec. 18 should be appropriately substituted.
3. In order to conform to Executive Order 10557 (19 F. R., 5655) the attached "Fair Employment" section should be substituted for Sec. 27 of the standard form.
4. The Certification-Determination should be revised as shown on the bottom of the page containing the above-mentioned changes in section 18.

In the absence of any objections not now apparent, a duly executed agreement identical with the standard form, modified as specified herein, will be approved if submitted within a reasonable period of time. If conditions are such as to require any further modification of the standard form, three copies of the form so modified with all modifications plainly marked and explained should be submitted through the Oil and Gas Supervisor for preliminary approval by the Director.

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

Very truly yours,

s/ Thomas N. Nolan

Acting Director

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF NEW MEXICO FOR
THE PURPOSE OF CONSIDERING:

CASE NO. 953
Order No. R-706

THE APPLICATION OF THE UNION OIL
COMPANY OF CALIFORNIA FOR THE
APPROVAL OF THE QUEEN UNIT AGREE-
MENT EMBRACING 17,384.19 ACRES, MORE
OR LESS, LOCATED IN TOWNSHIP 23 SOUTH,
RANGE 21 EAST, TOWNSHIP 24 SOUTH, RANGE
21 EAST, AND TOWNSHIP 24 SOUTH, RANGE 22
EAST, NMPM, EDDY COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on September 15, 1955, at Santa Fe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission".

NOW, on this 13th., day of October, 1955, the Commission, a quorum being present, having considered said application and the evidence introduced in support thereof, and being fully advised in the premises,

FINDS:

(1) That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.

(2) That the proposed unit plan will tend to promote the conservation of oil and gas and the prevention of waste and that such plan is fair to the royalty owners in the area embraced thereby.

IT IS THEREFORE ORDERED:

SECTION 1. That this order shall be known as the

QUEEN UNIT AGREEMENT ORDER

SECTION 2. (a) That the project herein referred to shall be known as the Queen Unit Agreement, and shall hereafter be referred to as the "Project".

Enclosure No. 6

(b) That the plan by which the Project shall be operated shall be embraced in the form of a unit agreement for the development and operation of the Queen Unit Area referred to in the Petitioner's petition and filed with said petition, and such plan shall be known as the Queen Unit Agreement Plan.

SECTION 3. That the Queen Unit Agreement Plan shall be, and hereby is, approved in principle as a proper conservation measure; provided, however, that notwithstanding any of the provisions contained in said unit agreement, this approval shall not be considered as waiving or relinquishing in any manner any right, duties or obligations which are now, or may hereafter be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development, of any lands committed to said Queen Unit Agreement, or relative to the production of oil or gas therefrom.

SECTION 4. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

TOWNSHIP 23 SOUTH, RANGE 21 EAST

Section 25: All
Section 26: E/2
Section 35: E/2
Section 36: All

TOWNSHIP 24 SOUTH, RANGE 21 EAST

Section 1: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)
Section 2: Lots 1, 2, 3, 4, S/2 N/2, S/2 (All)
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 22: SE/4
Section 23: All
Section 24: All
Section 25: All
Section 26: All
Section 27: E/2

TOWNSHIP 24 SOUTH, RANGE 22 EAST

Section 6: Lots 1, 2, 3, 4, 5, 6, 7, SE/4 NW/4,
S/2 NE/4, E/2 SW/4, SW/4 (All)
Section 7: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
Section 8: All
Section 9: W/2, SE/4

TOWNSHIP 24 SOUTH, RANGE 22 EAST (continued)

Section 15: W/2, SE/4
Section 16: All
Section 17: All
Section 18: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
Section 19: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
Section 20: All
Section 21: All
Section 22: All
Section 29: All
Section 30: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)

containing 17,384.19 acres, more or less.

(b) The unit area may be enlarged or contracted as provided in said Plan.

SECTION 5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Queen Unit Agreement within 30 days after the effective date thereof.

SECTION 6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party thereto by subscribing to such unit agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart or ratification.

SECTION 7. That this order shall become effective on the first day of the calendar month next following the approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological survey, and shall terminate automatically upon the termination of said unit agreement. The last unit operator shall immediately notify the Commission in writing of such termination.

DONE at Santa Fe, New Mexico on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JOHN F. SIMMS, Chairman

E. S. WALKER, Member

W. B. MACEY, Member and Secretary



SEAL
ir/

I hereby certify that the above is a true and exact copy of this order.

W B Macey
W. B. Macey