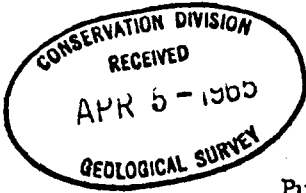


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UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

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CERTIFICATION--DETERMINATION

14-08-0001 8675

Pursuant to the authority vested in the Secretary of Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U. S. C. secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, I do hereby:

A. Approved the attached agreement for the development and operation of the South Pecos Shelly 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 MAY 14 1965

Arthur S. Baker
ACTING Director, United States Geological Survey

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO
NO. _____

THIS AGREEMENT, entered into as of the 22nd day of _____
November, 1963, by and between the parties subscribing,
ratifying or consenting hereto, and herein referred to as "Parties
hereto",

W I T N E S S E T H :

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

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

WHEREAS, the Commissioner of Public Lands of the State of
New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap.
88, Laws 1943 as amended by Section 1 of Chap. 162, Laws of 1951,
Chap. 7, Art. 11, Sec. 39, N.M.S. 1953 Ann.) 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws of 1943, as amended by Sec. 1, Chap. 162, Laws of 1951, Chap. 7, Art. 11, Sec. 41, N.M.S. 1953 Ann.) to amend with the approval of the lessee, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such unitized development and operation of State lands; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193, Laws of 1937, Chap. 166, Laws of 1941, and Chap. 168, Laws of 1949) to approve this Agreement, and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the South Penrose Skelly Unit covering the land hereinafter described to give reasonably effective control of operation therein; and

WHEREAS, it is the purpose of the parties hereto, to enable institution and consummation of secondary recovery operations, to conserve natural resources, to prevent waste and secure the 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:

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder and 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.

SECTION 2. UNIT AREA AND DEFINITIONS. For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as those lands specified in Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area; the lands described in Exhibit "B" are described as:

LEA COUNTY, NEW MEXICO

T. 22 S., R. 37 E.,

Section 3: Lots 3 and 4, SW/4 NW/4 and NW/4 SW/4
Section 4: Lots 1, 2, 3 and 4, S/2 N/2, SW/4 and
 W/2 SE/4
Section 5: All
Section 6: Lot 1, S/2 NE/4 and SE/4
Section 7: NE/4
Section 8: All
Section 9: All
Section 10: N/2, SW/4 and N/2 SE/4
Section 15: N/2 NW/4
Section 16: N/2, N/2 SW/4, N/2 SE/4 and SE/4 SE/4
Section 17: N/2 NE/4, SE/4 NE/4 and NE/4 SE/4

containing 4,399.65 acres, more or less.

(b) "Land Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

(c) "Commission" is defined as the Oil Conservation Commission of the State of New Mexico.

(d) "Director" is defined as the Director of the United States Geological Survey.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America.

(f) "Department" is defined as the Department of the Interior of the United States of America.

(g) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey for the region in which the Unit Area is situated.

(h) "Unitized Formation" is defined as that oil and gas productive interval underlying the Unit Area between the top of the Queen formation and the top of the San Andres formation. For the purposes of this agreement the Queen Formation is defined as being that formation the top of which was encountered in Gulf Oil Corporation's Lee-Stebbins (NCT-A) Well No. 3, located 1870 feet FNL and 2092 feet FWL of Section 5, Township 22 South, Range 37 East at a depth of 3,370 feet as measured from the Kelly Drive Bushing on the Schlumberger electrical log dated April 22, 1951. The San Andres formation is defined as being that formation the top of which was encountered and which is shown in the same electrical log of said well at a depth of 3,880 feet.

(i) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.

(j) "Tract" means each parcel of land described as such and given a Tract number in Exhibit B.

(k) "Tract Participation" is defined as the percentage of participation, either Primary Phase or Secondary Phase, whichever is pertinent, as is shown on Exhibit B for allocating Unitized Substances to a Tract under this agreement.

(l) "Unit Participation" as used herein shall mean the sum of the Tract Participations, either Primary Phase or Secondary Phase, whichever is pertinent, as shown by Tracts for each Working Interest Owner in Exhibit "B" to the Unit Agreement.

(m) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise held.

(n) "Working Interest Owner" is defined as and shall mean any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substance from the Unitized Formation and operating thereof hereunder.

(o) "Royalty Interest" or "Royalty" is defined as an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(p) "Royalty Owner" is defined as and shall mean the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more) entered into (separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, South Penrose Skelly Unit, Lea County, New Mexico".

(r) "Unit Manager" is defined as the person or corporation appointed by the Unit Working Interest Owners upon resignation or removal of the Unit Operator to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 8 hereof.

(s) "Primary Phase of Operations" is defined as the status of operations during the period that Unitized Substances are produced from the Unit Area from and after the effective date of this Agreement until 7:00 o'clock a.m. the first day of the calendar month ensuing after 400,000 barrels of oil minus the gross oil production from January 1, 1962 to the effective date of this Agreement have been produced from the Unitized Formation. The Primary Phase, being predicated upon 100% commitment of the Unit Area, shall be subject to correction to coincide with the Primary Phase of the unitized portion of the reservoir in event of the non-commitment of any Tract. For the purposes of this definition the Operator's Monthly Reports, Form C-115, filed with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence of the production of 400,000 barrels of oil after January 1, 1962.

(t) "Secondary Phase of Operations" is defined as the status of operations for the remainder of the term of this agreement after the Primary Phase has been completed.

(u) "Oil and Gas Rights" means the right to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

SECTION 3. EXHIBITS. Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit 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 comprising each Tract, percentage ownership of each Working Interest Owner in each Tract, and the percentage of participation each Tract has 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, and copies of such revision shall be filed with the Land Commissioner, and with the Supervisor as required.

SECTION 4. EXPANSION. The above described Unit Area may when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement to conform with the purposes of this Agreement. Such expansion shall be effected in the following manner.

(a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into this unit, shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the unit and in the Tract proposed to be included in the unit, setting out the basis for admission, the unit participation to be assigned to each Tract in the enlarged Unit and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate eighty percent (80%) Secondary Phase Participation have agreed to such Tract or Tracts being brought into the Unit, then Unit Operator shall:

(1) Prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Unit Participation to be assigned thereto and the proposed effective date thereof; and

(2) Deliver copies of said notice to the Land Commissioner, the Director, each Working Interest Owner and to the lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and Director the following: (a) Evidence of mailing or delivering copies of said notice of expansion; (b) An application for such expansion; (c) An instrument containing the appropriate joinders in compliance with the participation requirements of Section 13, infra; and (d) Copy of any objections received.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the Director, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice.

SECTION 5. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement as to the unitized formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this agreement". Nothing herein shall be construed to unitize, pool, or in

any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as above described.

SECTION 6. UNIT OPERATOR. Gulf Oil Corporation is hereby designated the Unit Operator, and by signing this instrument as Unit Operator it agrees and consents to accept the duties and obligations of Unit Operator for the operation, development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, 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 six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Land Commissioner and the Director, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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 shall be subject to removal by Working Interest Owners having in the aggregate 75% or more Secondary Phase Participation exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the Supervisor.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter

provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager to represent them in any action to be taken hereunder.

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, books, and records, materials, appurtenances and any other assets, used in connection with the unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the Unit Manager 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 the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. 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 Land Commissioner and filed with the Supervisor. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and the Director, at their election, may declare this agreement terminated.

In selecting a successor Unit Operator the affirmative vote of three or more Working Interest Owners having a total of sixty percent (60%) or more of the total voting interest in the Unit shall prevail;

provided that if any one Working Interest Owner has a voting interest of more than forty percent (40%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one of more other Working Interest Owners having a total voting interest of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of Unit Operator so removed. In voting under this Section 8 each Working Interest Owner shall have a voting interest equal to its Secondary Phase Participation.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with 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 the 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 agreement, and in case of any inconsistency or conflict between this agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the Supervisor as required prior to approval of this agreement.

SECTION 10. 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.

SECTION 11. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this agreement is reasonably proved to be productive of Unitized Substances in paying quantities and that the object and purpose of this agreement is to formulate and to put into effect a secondary recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Supervisor, the Land Commissioner and the Commission, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gases and any one or more other substances or combination of substances whether produced from the Unit Area or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards of good geologic and petroleum engineering practices and conservation methods. Subject to like approval the plan of operation may be revised as conditions may warrant.

The initial plan of operation shall be filed with the Supervisor, the Land Commissioner and the Commission concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operation and all revisions thereof shall be as complete and adequate as the Supervisor, the Land Commissioner and the Commission may determine to be necessary for timely operation consistent herewith. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation.

The parties hereto subject to prior rights, if any, grant to the Unit Operator the use of brine or water or both from any formation in and under the Unit Area for injection into the Unitized Formation insofar as these rights are granted by the oil and gas leases.

SECTION 12. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the percentage of participation allocated to each Tract in the Unit Area during the Primary and Secondary Phases of Operations respectively as those terms are defined herein.

Beginning at 7:00 a.m. on the effective date hereof and until 7:00 a.m. on the first day of the month next following the date when cumulative oil production from all of the Tracts described in Exhibit "B" from the Unitized Formation subsequent to 7:00 a.m. January 1, 1962, equals 400,000 barrels, the participation of each Tract shall be equal to one hundred percent (100%) of the ratio of the total income inclusive of gas production from each such Tract to the total income inclusive of gas production from all such Tracts during the period from July 1, 1961 to January 1, 1962 as approved by the Working Interest Owners and as stipulated under Primary Phase Participation of Exhibit "B". For purposes of determining when 400,000 barrels have been produced the Operators' Monthly Production Reports, Form C-115, on file with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence.

Beginning at 7:00 a.m. on the first day of the month following the date when the 400,000 barrels referred to immediately above shall have been produced, the Tract Participation of each Tract shall be equal to one hundred percent (100%) of the ratio of the cumulative

oil production from each such Tract to the cumulative oil production from all such Tracts both as of January 1, 1962, provided however that certain quarter-quarter sections within the unit which have never produced from the formations to be unitized or have been only recently developed have been assigned a cumulative oil figure which is comparable to the average cumulative oil recovery of the adjacent quarter-quarter sections. The Secondary Phase Participations that are approved by the Working Interest Owners are shown on Exhibit "B".

In the event less than all Tracts are committed to the unit on the effective date hereof, the Primary and Secondary Phase Participations shall be calculated on the basis of all committed Tracts rather than all Tracts in the Unit Area as proposed herein, and the 400,000 barrels required to be produced subsequent to January 1, 1962 before Secondary Phase of Operations becomes effective shall likewise be reduced by multiplying the 400,000 barrels by the sum of the committed Tract Primary Phase Participations expressed as a decimal.

SECTION 13. TRACTS QUALIFIED FOR UNIT PARTICIPATION. On and after the effective date hereof the Tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances therefrom shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public highway or a railroad right of way shall be considered to have a common boundary), and that otherwise qualify as follows:

(a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning eighty-five percent (85%) or more of the Royalty Interest have become parties to this agreement.

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning less than eighty-five (85%) of the Royalty Interest have become parties to this agreement, and as to which (1) all Working Interest Owners in such Tract have joined in a request for the inclusion of such Tract in the Unit Area, and as to which (2) eighty percent (80%) of the combined Secondary Phase voting interests of Working Interest Owners in all Tracts that meet the requirements of Section 13 (a) above have voted in favor of the inclusion of such Tract. For the purpose of this Section 13 (b), the voting interest of a Working Interest Owner shall be equal to the ratio that its Secondary Phase Participation attributable to Tracts which qualify under Section 13 (a) bears to the total Secondary Phase Participation of all Working Interest Owners attributable to all Tracts which qualify under Section 13 (a).

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and all of the other Working Interest Owners in such Tract who have become parties to this agreement have joined in a request for inclusion of such Tract in the Unit Area, and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other

Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such Tract who are not parties to this agreement, and which arise out of the inclusion of the Tract in the Unit Area; and as to which (2) eighty percent (80%) of the combined voting interest of Working Interest Owners in all Tracts that meet the requirements of Section 13 (a) or 13 (b) have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. For the purpose of this Section 13 (c), the voting interest of each Working Interest Owner shall be equal to the ratio that its Secondary Phase Participation attributable to Tracts that qualify under Sections 13 (a) or 13 (b) bears to the total Secondary Phase Participation of all Working Interest Owners attributable to all Tracts which qualify under Section 13 (a) or 13 (b). Upon the inclusion of such a Tract in the Unit Area, the Tract Participations under either the Primary or Secondary Phase of Operations which would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, in proportion to their respective Working Interests in the Tract.

If on the effective date of this agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this agreement for final approval by the Land Commissioner and the Director, file therewith a schedule of those Tracts which have been committed and made subject to this agreement and are entitled to participate in the production from the Unit Area hereunder. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such Tract which shall be computed according to the participation formula set out in Section 12 (Tract Participation) above. This schedule of participation shall be a part of Exhibit "B" and upon approval thereof by the Land Commissioner and the Supervisor shall become a part of this agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Land Commissioner and the Director.

SECTION 14. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp, and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the committed Tracts within the Unit Area in accordance with the respective Tract Participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount, (regardless of whether it be more or less

than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, to the parties executing, consenting to or ratifying this agreement entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tracts, or in the proceeds thereof, had this agreement not been entered into; and with the same legal force and effect.

No Tract committed to this agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances.

If the Working Interest and the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the percentage participation assigned to such Tract shall, in the absence of a recordable instrument executed by all owners and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on unitized land, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Section 15 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same in kind. In the event any Working Interest Owner hereto shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation currently as and when produced, then so long as such condition continues, Unit Operator, for the account and at the

expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may sell or otherwise dispose of such production to itself or to others on a day-to-day basis at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days notice of such intended sale.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all Royalty on the lease or leases and Tracts contributed by it and received into the unit, and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for such Royalty on the lease or leases and Tracts contributed by it to the Unit Area.

If, after the effective date of this agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the effective date hereof but which are subsequently committed hereto under the provisions of Section 30 (Nonjoinder and Subsequent Joinder), or if any Tract is excluded from the Unit Area as provided for in Section 29 (Loss of Title), the schedule of participation as shown in Exhibit "B", subject to Section 12 (Tract Participation) or Section 30 (Nonjoinder and Subsequent Joinder), whichever is appropriate, shall be revised by the Unit Operator and distributed to the Working Interest Owners, the Land Commissioner, and the

Supervisor to show the revised Tract Participations of all the then effectively committed Tracts; and the revised Exhibit "B", upon approval by the Land Commissioner and the Director, shall govern all the allocation of production from and after the effective date thereof until a revised schedule is filed and approved as hereinabove provided.

If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

SECTION 15. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator 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 Royalty due under their leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Unit Agreement. With respect to those leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per well or the average pipeline runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof.

All royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective Tract or Tracts committed hereto, in lieu of actual production from such Tract or Tracts.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that executes this agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts should be lost by title failure or otherwise in whole or in part, during the term of this agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 16. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof, due under their leases. Rental for lands of the State of New Mexico subject to this agreement shall be paid at the rate specified in the respective leases from the State of New Mexico. Rental or minimum

royalty for lands of the United States of America subject to this agreement shall be paid at the rate specified in the respective leases from the United States of America, unless rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 17. 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 Federal and State laws and regulations.

SECTION 18. 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.

SECTION 19. 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 on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement.

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, producing or secondary recovery operations performed hereunder upon any Tract of unitized lands shall 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 land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Land Commissioner and the Secretary or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of unitized lands.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil and gas 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 lease embracing lands of the State of New Mexico which is made subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

(f) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto, shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. Provided, however, that notwithstanding any of the provisions of this agreement to the contrary, such lease shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this agreement, allocated to the portion of the lands covered by such lease committed to this agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or secondary recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(g) The segregation of any Federal lease committed to this agreement, is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in Paying Quantities."

SECTION 20. 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 subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument of transfer.

SECTION 21. EFFECTIVE DATE AND TERM. This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 o'clock a.m. of the first day of the calendar month next following:

(a) The execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners owning a combined Secondary Phase Participation of at least 85%, and the execution or ratification of the agreement by Royalty Owners owning a combined interest of at least 65% of the Royalty Interest, in said Unit Area; and

(b) The approval of this agreement by the Land Commissioner, the Secretary or his duly authorized representative, and the Commission; and

(c) The filing of at least one counterpart of this agreement for record in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator; and provided, further, that if (a), (b) and (c) above are not accomplished on or before January 1, 1965, this agreement shall ipso facto terminate on said date (hereinafter called "termination date") and thereafter be of no further force or effect, unless prior thereto this agreement has been executed or ratified by Working Interest Owners owning a combined Secondary Phase Participation of at least 80%, and the Working Interest Owners owning a combined Secondary Phase Participation of at least 80% committed to this agreement have decided to extend said termination date for a period not to exceed six months (hereinafter called "extended termination date"). If said termination date is so extended and (a), (b) and (c) are not accomplished on or before said extended termination date, this agreement shall ipso facto terminate on said extended termination date and thereafter be of no further force or effect.

Unit Operator shall, within thirty (30) days after the effective date of this agreement, file for record in the office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement has become effective according to its terms and stating further the effective date.

The term of this agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and so long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days unless sooner terminated by Working Interest Owners in the manner hereinafter provided.

This agreement may be terminated with the approval of the Land Commissioner and the Director by Working Interest Owners owning 80% Secondary Phase Participation whenever such Working Interest Owners determine that Unit Operations are no longer profitable, feasible or in the interest of conservation. Upon approval such termination shall be effective as of the first day of the month after said Working Interest Owners determination. Notice of any such termination shall be filed by Unit Operator in the office of the County Clerk of Lea County, New Mexico.

Upon termination of this agreement, the further development and operation of the Unit Area as a unit shall be abandoned, Unit Operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts

affecting the separate Tracts just as if this agreement had never been entered into.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

SECTION 22. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION.

All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Commission to alter or modify the quantity and rate of production under this agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Land 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 fifteen days from notice, and thereafter subject to administrative appeal before becoming final.

SECTION 23. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Unit Operator agrees to comply with all of the provisions of Section 301 (1) to (7) inclusive,

of Executive Order 10925, as amended, (28 F.R. 6485), which are hereby incorporated by reference in this agreement.

SECTION 24. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any and all interests affected hereby before the Land Commissioner, the Department, and the Commission, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department, or the Commission, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department, or the Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 25. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified 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 or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 26. 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 rules or regulations issued thereunder in any way affecting such party, or as a waiver by any such party or any right beyond his or its authority to waive; Provided, however, each party hereto covenants that it will not resort to any action to partition the Unitized land or the Unit equipment.

SECTION 27. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this agreement, various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unit Area as now or hereafter constituted. Therefore, for all purposes of this agreement any and all such equipment shall be considered to be personal property and not fixtures attached to realty.

Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this agreement, and it is agreed that any and all such equipment and personal property shall be and remain personal property for all purposes.

SECTION 28. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue secondary recovery operations 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 agency, unavoidable accident, 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.

SECTION 29. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail so as to render the Tract inoperable under this agreement and the true owner cannot be induced to join 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 interest subject thereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State or Federal land or leases, no payments of funds due the State of New Mexico or the United States of America shall be withheld, but such funds shall be deposited as directed by the Land Commissioner or the Supervisor (as the case may be), 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.

SECTION 30. NONJOINDER AND SUBSEQUENT JOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate

joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Unit Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this agreement to the Land Commissioner and the Director for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 13 (Tracts Qualified for Unit Participation) hereof, at any time up to the effective date hereof on the same basis of participation as provided in said Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the effective date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners having not less than 80% Secondary Phase Participation, and approved by the Land Commissioner and Director. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this agreement and the Unit Operating Agreement and, where State land is involved, such joinder must be approved by the Land Commissioner. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this agreement shall be effective at 7:00 a.m. as of the first day

of the month following the filing with the Land Commissioner and the Supervisor of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this agreement, unless objection to such joinder by the Land Commissioner or the Director is duly made within sixty (60) days after such filing.

SECTION 31. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and 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 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 land within the above described Unit Area.

SECTION 32. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No such taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 33. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the Working Interest Owners, nor any of them, shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or

liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof, to the extent that the said Unit Operator or the Working Interest Owners, or any of them, are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or things 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 agreement 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.

SECTION 34. NO PARTNERSHIP. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

SECTION 35. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all lease and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipe line connection in such tanks as of 7:00 a.m. on the effective date hereof. All such oil which has then been produced legally shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and such Working Interest Owner shall promptly remove said oil from the Unit Area. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the

terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after effective date hereof.

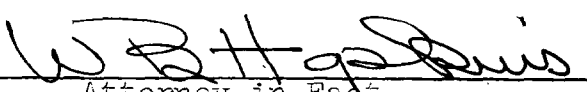
If, as of the effective date hereof, any Tract is over-produced with respect to the allowable of the wells on that Tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the Unitized Substances produced after the effective date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

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

GULF OIL CORPORATION

ATTEST:


Assistant Secretary

By 
Attorney-in-Fact

Date: November 22, 1963

P. O. Box 1938
Roswell, New Mexico

THE STATE OF NEW MEXICO I

COUNTY OF CHAVIS I

The foregoing instrument was acknowledged before me this 22nd day of November, 196 3, by W. B. HOPKINS, Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.


Notary Public

My Commission Expires:
August 15, 1966

**EXHIBIT "B" TO UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO**

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE		LESSEE OF RECORD		OVERRIDING ROYALTY OWNER AND PERCENTAGE		WORKING INTEREST OWNER AND PERCENTAGE		PERCENT PARTICIPATION OF TRACT IN UNIT	
												PRIMARY	SECONDARY
1	N/2 SE/4, SE/4 SE/4 Sec. 6, S/2 NE/4, NW/4 NE/4 Sec. 7, and NE/4 NE/4 Sec. 17, T22S, R37E	280.00	LC-032573(b) Apr. 1, 1957	United States of America	12.50000% to 33.33333%	Marion M. Leonard	None	None		Continental Oil Co.	25.0000%	1.6599	1.7523
										The Atlantic Refining Co.	25.0000%	1.6598	1.7522
										Pan American Petroleum Corp.	25.0000%	1.6598	1.7522
										California Oil Co.	25.0000%	1.6598	1.7522
										Total	100.0000%	6.6393	7.0089
2-A	SW/4 SE/4 Sec. 6, T22S, R37E	40.00	LC-032573(b) Apr. 1, 1957	United States of America	12.50000% to 25.00000%	Marion M. Leonard	Continental Oil Co. 0.62500% The Atlantic Refining Co. 0.62500% Pan American Petroleum Corp. 0.62500% California Oil Co. 0.62500%			Carper Drilling Co.	100.0000%	0.0000	0.0449
2-B	NE/4 NE/4 Sec. 7, T22S, R37E	40.00	LC-032573(b) Apr. 1, 1957	United States of America	12.50000% to 25.00000%	Marion M. Leonard	Continental Oil Co. 0.62500% The Atlantic Refining Co. 0.62500% Pan American Petroleum Corp. 0.62500% California Oil Co. 0.62500%			Carper Drilling Co.	83.3333% Ernest A. Hanson 16.6667%	1.9472 0.3894	0.5757 0.1152
										Total	100.0000%	2.3366	0.6909
3	NW/4 Sec. 8, T22S, R37E	160.00	LC-033706-A June 1, 1955	United States of America	12.50000% to 25.00000%	Texaco Inc.	Col. Beverly H. Coiner 1.50000% First Trust Co. of St. Paul for Acct. of Grace D. Gale 0.50000% First Trust Co. of St. Paul for Acct. of B. I. Gale 0.50000% Catherine Frances Sewell 2.50000% Ralph Nix 1.15000% Harriet G. Culp 0.56250% Helen Culp Blagen 0.33750% James R. Anderson, Jean K. Anderson, Noelle M. Anderson, Joseph J. Anderson & C. Robert Anderson as joint tenants with Right of Survivorship 0.45000%			Texaco Inc.	100.0000%	6.3760	3.3550

Page 2

		SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PERCENT PARTICIPATION OF TRACT IN UNIT
TRACT NO.	DESCRIPTION OF LAND ACRES						PRIMARY SECONDARY
4	NW/4 Sec.9, T2S, R37E	40.00 LC-064428 July 1, 1957	United States of America 12.50000%	Texas Pacific Oil Co.	None	Texas Pacific Oil Co. 100.0000%	0.0000 0.4049
5	SW/4 Sec.8, T2S, R37E	160.00 IC-033706-B Feb. 1, 1958	United States of America 12.50000%	Texaco Inc.	None	Texaco Inc., 100.0000%	5.9224 4.3172
6	SW/4 NW/4 Sec.9, T2S, R37E	40.00 LC-061446 Nov. 1, 1943	United States of America 12.50000%	Sohio Petroleum Co. Broseco Corp. John B.Rich	None 66.6666% 31.6666% 1.6668%	Sohio Petroleum Co. Broseco Corp. John B.Rich Total	0.0000 0.1758 0.0000 0.0835 0.0000 0.0044 100.0000% 0.2637
7	SE/4NW/4 Sec.9, T2S, R37E	40.00 IC-069162 Nov. 1, 1943	United States of America 12.50000% to 32.00000%	Sohio Petroleum Co. The Atlantic Refining Co. Broseco Corp. John B.Rich Continental Oil Co. June D.Speight Gulf Oil Corp. The Ft.Worth Natl.Bank, Trs. Socony Mobil Oil Co. North Central Oil Corp. Marathon Oil Co. Pan American Petroleum Corp. Sinclair Oil & Gas Co. Skelly Oil Co. California Oil Co. Texas Pacific Oil Co.	None 3.1250% 4.6875% 1.4844% 0.0781% 3.1250% 1.5625% 31.2500% 4.6875% 12.5000% 1.5625% 4.6875% 4.6875% 6.2500% 7.8125% 3.1250% 9.3750%	Sohio Petroleum Co. The Atlantic Refining Co. Broseco Corp. John B.Rich Continental Oil Co. June D.Speight Gulf Oil Corp. The Ft.Worth Natl.Bank, Trs. Socony Mobil Oil Co. North Central Oil Corp. Marathon Oil Co. Pan American Petroleum Corp. Sinclair Oil & Gas Co. Skelly Oil Co. California Oil Co. Texas Pacific Oil Co. Total	0.0000 0.0116 0.0000 0.0174 0.0000 0.0055 0.0000 0.0003 0.0000 0.0116 0.0000 0.0058 0.0000 0.1160 0.0000 0.0174 0.0000 0.0464 0.0000 0.0058 0.0000 0.0174 0.0000 0.0174 0.0000 0.0232 0.0000 0.0290 0.0000 0.0116 0.0000 0.0348 0.0000 0.3712
8	NE/4 NW/4 Sec.9, T2S, R37E	40.00 NM-032368 July 1, 1957	United States of America 12.50000% to 33.33333%	Sohio Petroleum Co. Broseco Corp. John B.Rich Texas Pacific Co.	None 50.0000% 7500% 1.2500% 25.0000%	Sohio Petroleum Co. Broseco Corp. John B.Rich Texas Pacific Co. Total	0.0000 0.2843 0.0000 0.1351 0.0000 0.0071 0.0000 0.1422 100.0000% 0.5687

EXHIBIT "B" TO UNIT AGREEMENT

SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY		LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		PERCENT PARTICIPATION OF TRACT IN UNIT	
				OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		OWNER AND PERCENTAGE		PRIMARY	SECONDARY
9	NW/4 NE/4 Sec. 17, T22S, R37E	40.00	B-934 June 6, 1932	State of New Mexico 12.50000%		Sohio Petroleum Company and William Fleming	Amerada Petroleum Co. 12.50000% when daily avg prod/well/day is 10 BOPD or more; Sohio Petroleum Co. (when daily avg. prod/well/day is less than 10 BOPD 8.33334% Broseco Corp 3.95833% John B. Rich 0.20833%		Sohio Petroleum Co 33.3333% William Fleming and Bessie Fleming 50.0000% Broseco Corp 15.8333% John B. Rich 0.8334% Total 100.0000%		1.0080	0.5740
10	N/2 Sec. 16, T22S, R37E	320.00	B-3480-1 Dec. 13, 1934	State of New Mexico 12.50000%		Gulf Oil Corp.	Gulf Oil Corp. 6.25000%		TO 4000' Two States Oil Co 100.0000% BELOW 4000' Gulf Oil Corp 100.0000%		Not Committed as of Unit Effective Date	
11	E/2 SE/4 & N/2 SW/4 Sec. 16, T22S, R37E	160.00	B-3480-1 Dec. 13, 1934	State of New Mexico 12.50000%		Gulf Oil Corp.	None		Gulf Oil Corp. 100.0000%		Not Committed as of Unit Effective Date	
12	NW/4 SE/4 Sec. 16, T22S, R37E	40.00	B-3480-1 Dec. 13, 1934	State of New Mexico 12.50000%		Gulf Oil Corp.	Gulf Oil Corp. 12.50000%		TO 4200' Millard Deck 100.0000% BELOW 4200' Gulf Oil Corp 100.0000%		Not Committed as of Unit Effective Date	
13	W/2 SE/4 Sec. 5, T22S, R37E	80.00	Fee Apr. 12, 1926	Midwest Oil Corp 1.17187% J.E. Simmons 1.17187% Newmont Oil Co 1.17188% Emil Mosbacher 0.46875% Sabine Royalty Corp 1.56250% Oscar L. Grimes and Philo W. Grimes, as Agents & as Trustees of the C.W. Grimes Trust 1.17188% Mary Swanson Sutchiff 0.19531% Southern Minerals Corp. 1.66667% Sparks-Healey Co 0.62500% Ione M. Grizzle 1.02539% Billie June Grizzle 0.34180% Grardge Corp 0.83333% North Central 0.47859%	Marathon Oil Co.	None		Marathon Oil Co 100.0000%		0.0000	2.1386	

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LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PERCENT PARTICIPATION OF TRACT IN UNIT	
				OWNER AND PERCENTAGE	LESSEE OF RECORD		OWNER AND PERCENTAGE	PRIMARY	SECONDARY	
14	SW/4 Sec. 5, T22S, R37E	160.00	Fee Apr. 12, 1926	Mary Swanson Sutcliffe 0.19531% The Parkersburg Natl. Bank, Trustee of Est. of Charles T. Smith 3.12500% Billie June Crow 0.34180% George Etz 1.56250% A.N. Etz 1.56250% Oscar L. Grimes and Philo W. Grimes, as Trustees of the C.W. Grimes Trust 1.17187% Ione M. Grizzle 1.02539% Midwest Oil Corp. 1.17187% Newmont Oil Co. 1.17188% J.E. Simmons 1.17188%	Pan American Petroleum Corp.	None	Pan American Petroleum Corp. 100.0000%	3.9373	5.0344	
15	NE/4 SE/4 Sec. 17, T22S, R37E	40.00	Fee May 6, 1926	Joyce C. Brown and B.A. Christmas, Jr., Joint Executors 5.35714% Reginald H. Johnson 1.56250% Continental Oil Co. 1.17187% Edson Petroleum Co. 1.17187% The Atlantic Refining Co. 2.34375% M.W. Coll 0.44643% Mrs. Elizabeth Hanniffin 0.22322% S.P. Johnson, Jr., Exec. of Estate of S.P. Johnson, Sr. 0.22322%	Guy R. Zachry	Sinclair Oil & Gas Co. 6.25000%	W.B. Yarbrough 38.0281% Guy R. Zachry 38.0281% Robert N. Haynes 12.6759% L.A. Walker 11.2679% Total 100.0000%	Not Committed as of Unit Effective Date		
16	SW/4 NW/4 Sec. 3, T22S, R37E	40.00	Fee Mar. 19, 1927	Mark W. Owen 4.16667% James Madison Owen 4.16667% Francis Marion Stephens 1.04167% Eva Mae Toussaint 1.04167% Wayne Collier 1.04166% William Owen Stephens 1.04166%	Pan American Petroleum Corp.	None	Pan American Petroleum Corp. 100.0000%	0.0000	1.0501	

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				OWNER AND PERCENTAGE	LESSEE OF RECORD	OWNER AND PERCENTAGE		OWNER AND PERCENTAGE		PRIMARY	SECONDARY
17	N/2 NE/4 Sec. 8, T22S, R37E	80.00	Fee Apr. 13, 1927	Cittles Service Oil Co. 6.25000% Penrose Production Co. 4.68750% C.G.Gray 0.78125% Olive A. Gray 0.78125%	Guy R. Zachry	Cittles Service Oil Co. 8.20313% Mary C. McAllen 9.37500%		Guy R. Zachry 38.0282% L.A.Walker 11.2676% W.B.Yarborough 38.0282% Robert N.Haynes 12.6760% Total 100.0000%		0.0000	0.8428 0.2497 0.8427 0.2809 2.2161
18	S/2 NE/4 Sec. 8, T22S, R37E	80.00	Fee Apr. 13, 1927	Laura E. Brennan 4.68750% Cittles Service Oil Co. 6.25000% Neville G. Penrose Jr. 1.56250%	Pan American Petroleum Corp.			Pan American Petroleum Corp. 100.0000%		0.0000	2.7915
19	S/2 Sec. 9, T22S, R37E	320.00	Fee Apr. 28, 1927	Amerada Petroleum Corp. 0.78125% Elizabeth Armstrong 0.19531% V.P.Baker 0.39062% Roy G. Barton 0.21159% Gordon M. Cone 0.06510% Marjorie Cone Kastman, Gdn. of Estate of S.E. Cone, NCM 0.26041% W.M.Fleming 0.78125% Vora L. Hartley 0.26856% Roberta Kelley 0.04883% Brady M. Lowe 0.26857% Coy S. Lowe 0.26857% Odell L. Lowe 0.26857% Jack Markham 0.14648% Marshall & Winston Inc. 0.39063% W.M.Osborn 0.02170% John J. Redfern Jr., Ind. & as Attorney in Fact 0.08409% Rosaland Redfern 0.08409% J.E.Simmons 0.19531% Southern Petroleum Explorer Inc. 1.17189% J.M.Welborn 0.06510% J.S. Tekell 0.19531% Leiland Davison & Allie Gayle Davison, as Joint Tenants with Right of Survivorship 0.02170%	Humble Oil & Refining Co.	None		Humble Oil & Refining Co. 100.0000%		8.7097	8.3399

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				OWNER AND PERCENTAGE	PERCENTAGE		OWNER AND PERCENTAGE	PERCENTAGE		PRIMARY	SECONDARY
19	(Cont'd)		Fee	J.H. Williams	0.26042%						
				Midwest Oil Corp	1.56250%						
				Lyda Greenwood	2.92965%						
				June D. Speight	0.58593%						
				Jerome T. Hanners, Adm'n.							
				With Will Annexed of							
				the Est. of G.T. Hanners,	0.78126%						
				Decd.							
				Effie Carter	0.09765%						
				Powhatan Carter, Jr.	0.04883%						
				Anderson Carter	0.04883%						
20	SW/4 NE/4 Sec. 6, T22S, R37E	40.00	Fee July 9, 1927	The Atlantic Refin- ing Co.	6.25000%	Skelly Oil Company	None		Skelly Oil Co	100.00000%	1.4093
				Billie June Crow	3.12500%						0.7163
				Ione M. Grizzell	3.12500%						
21	N/2 SW/4 Sec. 4, T22S, R37E	80.00	Fee July 11, 1927	The Atlantic Refin- ing Co.	0.39063%	Skelly Oil Company	None		Skelly Oil Co	100.00000%	0.0000
				Harry W. Bass	0.21370%						1.5010
				Harry W. Bass, Jr.							
				Richard D. Bass and							
				Peter O'Donnell, Jr.							
				irs. of Estate of Wilma							
				O. Bass, Dec'd	0.09191%						
				Champion Oil & Refin- ing Co.	1.21094%						
				Chase Manhattan Bank,							
				Assignee-Argo Prod.							
				pmt. H. Clifton	7.42187%						
				Bert H. Clifton	0.39062%						
				Jesse W. Clifton	0.39063%						
				Luellen Clifton	0.78125%						
				D.W. Cotton	0.04595%						
				Felmont Oil Corp.	0.48828%						
				Julian W. Glass, Jr.	0.09765%						
				Pennsylvania Bank &							
				Trust Co., Ex. of Est. of							
				A.W. Coal	0.09766%						
				Goldie Holder	0.78125%						
				Phillips Investment Corp.	0.09766%						

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				OWNER AND PERCENTAGE	LESSEE OF RECORD	OWNER AND PERCENTAGE	OWNER AND PERCENTAGE	PRIMARY	SECONDARY		
22	Lot 3, SE 1/4 NW 1/4 Sec. 4, T22S, R37E	79.86	Fee July 15, 1927	Olga M. Atwood 0.31250% Clara Louise Brown 0.39063% Marjorie C. Kastman, Gdn. of Estate of S E Cone, 1.48437% June D. Speight 0.39062% Leland Davison & Allie Gayle Davison 0.78125% Eunice Cone Gibson 0.07813% J.B. Headley 0.31250% Frances Smyr 1 Jennings 0.31250% Percy L. Lawrence 0.31250% L.T. Lewis Trust Est 0.31250% Midwest Oil Corp 1.17188% The Fluor Corp. Ltd. 3.12500% Southern Pet. Explorer, Inc. 2.34375% Grace M. White 0.29296% James G. White 0.29297% Robert K. White 0.29297% J.M. White, Jr 0.29297%	Shell Oil Company	None	Shell Oil Co 100.0000%	0.0000	2.2689		
23-A	N/2 SE 1/4 & SE 1/4 SE 1/4 Sec. 8, T22S, R37E	120.00	Fee Mar. 20, 1928 Shell Lease No. 0638-01	Amerada Petroleum Corp. 3.12500% Laurita E. Brennan 8.25000% M.W. Coll 3.12500%	Shell Oil Company	None	Shell Oil Co 100.0000%	7.5582	5.7862		
23-B	SW 1/4 SE 1/4 Sec. 8, T22S, R37E	40.00	Fee Mar. 20, 1928 Shell Lease No. 0638-02	Amerada Petroleum Corp. 3.12500% Laurita E. Brennan 7.62500% Wm. Fleming 1.56250% E.L. Mobley 0.78125% Mrs. Louise O. Mobley 0.78125% Jacob Malvern 0.31250% F.W. Randall 0.31250%	Shell Oil Company	None	Shell Oil Co 100.0000%	1.1906	1.5224		

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				OWNER AND PERCENTAGE		OWNER AND PERCENTAGE		OWNER AND PERCENTAGE		OWNER AND PERCENTAGE		PRIMARY	SECONDARY
24	Lot 4 Sec. 4, T22S, R37E	39.91	Fee July 9, 1928	Olga M. Atwood 0.31250%		Southern Petroleum Exploration, Inc.	None			Southern Petroleum Inc.	100.0000%	1.7290	2.2489
				June D. Speight 0.78125%									
				Leland Daylison and Allie Gayle Davison 0.78125%									
				Eunice Cone 0.07812%									
				J. B. Headley 0.31250%									
				Frances Smyrl Jennings 0.31250%									
				Percy L. Lawrence 0.31250%									
				L. T. Lewis Trust Estate, Dora L. Sanders Trustee 0.31250%									
				Midwest Oil Corp 1.17188%									
				The Fluor Corp. Ltd. 3.12500%									
				Grace M. White 0.29296%									
				James G. White 0.29297%									
				Robert K. White 0.29297%									
				J. M. White, Jr. 0.29297%									
				Southern Petroleum Inc. 2.34375%									
				The Fluor Corp. Ltd. 1.56250%		Gulf Oil Corp.	None						
				Agnes C. Smith 1.56250%									
				Nathan Appleman 0.39060%									
				Newmont Oil Co 2.34380%									
				June D. Speight 3.90620%									
				Lucille S. West 0.26050%									
				Oscar L. Grimes and Philo W. Grimes, Trs. of C. W. Grimes Trust 0.39060%									
				Lots I. Moulton 0.26040%									
				Ruth C. McMahon 0.26040%									
				Hugh Corrigan 0.78130%									
				J. Patrick Coffey 0.78120%									

25-A S/2 NW/4 Sec. 5, T22S, 80.00 Fee May 16, 1934
R37E Gulf Oil Corp. 100.0000% 3.5400 2.4830

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25-B	Lots 1 & 2 Sec. 5, T22S, R37E	80.08	Fee May 16, 1934	The Fluor Corp. 100% Agnes C. Smith 1.56250% Nathan Appleman 0.39060% Newmont Oil Co. 2.34380% June D. Speight 3.90620% Lucille S. West 0.26050% Oscar L. Grimes and Philo W. Grimes, Trs. of C.W. Grimes Trust 0.39060% Lois I. Moulton 0.26040% Ruth C. McMahon 0.26040% Hugh Corrigan III 0.78130% J. Patrick Corrigan 0.78120%	Gulf Oil Corp.	None	Gulf Oil Corp.
26-A	NE/4 Sec. 9, T22S, R37E	160.00	Fee May 30, 1934	The Atlantic Refining Co. 0.15625% Chase Manhattan Bank, Assignee, Argo Prod. Pmt. 2.96875% Deltex Royalty Co. Inc. 3.51563% Estate of Marguerite Brunson, Dec. 0.78125% North Central Oil Corp. 2.73437% L. George Schubert Gdn. of Est. of Priscilla Susanna Brunson and minor 2.34375%	Magnolia Petroleum Co.	None	Socony Inc.
26-B	NW/4 Sec. 10, T22S, R37E	160.00	Fee May 30, 1934	The Atlantic Refining Co. 0.15625% Durwood H. Bradley 0.78125% Chase Manhattan Bank, Assignee, Argo Prod. Pmt. 2.96875% Marjorie Cone Kastman, Gdn. of Estate of S.E. Cone 0.78125% Estate of Marguerite Brunson, Dec. 0.78125% Dr. J.T. Krueger 0.39062% O.L. Nislar 0.39063%	Magnolia Petroleum Co.	None	Socony Inc.

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				OWNER AND PERCENTAGE	LESSEE OF RECORD	OWNER AND PERCENTAGE	None	OWNER AND PERCENTAGE	None	PRIMARY	SECONDARY
25-B	lots 1 & 2 Sec. 5, T22S, R37E	80.08	Fee May 16, 1934	The Fluor Corp. 1.96250%	Gulf Oil Corp.			Gulf Oil Corp. 100.00000%		5.5446	2.5532
				Agnes C. Smith 1.56250%							
				Nathan Appleman 0.39060%							
				Newmont Oil Co. 2.34380%							
				June D. Speight 3.90620%							
				Lucille S. West 0.26050%							
				Oscar L. Grimes and Philo W. Grimes, Trs. of C.W. Grimes 0.39060%							
				Lois I. Moulton 0.26040%							
				Ruth C. McMahon 0.26040%							
				Hugh Corrigan III 0.78130%							
				J. Patrick Corrigan 0.78120%							
26-A	NE/4 Sec. 9, T22S, R37E	160.00	Fee May 30, 1934	The Atlantic Refining Co. 0.15625%	Magnolia Petroleum Co.			Socony Mobil Oil Co. 100.00000%		3.6159	4.3029
				Chase Manhattan Bank, Assignee, Argo Prod. Pmt. 2.96875%							
				Pmt. Deltex Royalty Co. Inc. 3.51563%							
				Estate of Marguerite Brunson, Dec. 0.78125%							
				North Central Oil Corp. 2.73437%							
				L. George Schubert, Gdn. of Est. of Priscilla Susanna Brunson a minor 2.34375%							
26-B	NW/4 Sec. 10, T22S, R37E	160.00	Fee May 30, 1934	The Atlantic Refining Co. 0.15625%	Magnolia Petroleum Co.			Socony Mobil Oil Co. 100.00000%		3.2817	4.2969
				Durwood H. Bradley 0.78125%							
				Chase Manhattan Bank, Assignee, Argo Prod. Pmt. 2.96875%							
				Marjorie Cone Kastman, Gdn. of Estate of S. E. Cone 0.78125%							
				Estate of Marguerite Brunson, Dec. 0.78125%							
				Dr. J. T. Krueger 0.39062%							
				O. L. Nislar 0.39063%							

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				OWNER AND PERCENTAGE	LESSEE OF RECORD	OWNER AND PERCENTAGE	OWNER AND PERCENTAGE	PRIMARY	SECONDARY		
26-B (Cont'd)			Fee May 30, 1934	The Fluor Corp. Ltd. 3.12500% L. George Schubert Gdn. of Est. of Priscilla Susanna Brunson a minor 2.34375% Hattie Cone Williams 0.78125%							
27-A	SW/4 NE/4 Sec. 4, T22S, R37E	40.00	Fee Oct. 25, 1934	Constance E. Byers 0.97656% Wright E. Cowden 1.56250% Ida Elizabeth Oliver 1.56250% June D. Speight 3.12500% Creed Taylor Huddleston, Jr. 0.26367% Roberta Huddleston 0.15625% Pauline Huddleston Ilgenritz 0.26367% Mattie H. James 0.19531% Maggie Osborne 0.09766% The Fluor Corp. Ltd. 2.73438% C.M. Selby 1.56250%	Amerada Petroleum Corp.	None		Amerada Petroleum Corp.	100.0000%	0.0000	1.8196
27-B	Lots 1 & 2 and SE/4 NE/4 Sec. 4, T22S, R37E	119.55	Fee Oct. 25, 1934	Constance E. Byers 1.75781% Wright E. Cowden 1.56250% Ida Elizabeth Oliver 1.56250% Creed Taylor Huddleston, Jr. 0.52734% Roberta Huddleston 0.31250% Pauline Huddleston Ilgenritz 0.52734% Mattie H. James 0.19531% Maggie Osborne 0.19531% The Fluor Corp. Ltd. 2.73438% C.M. Selby 1.56250% June D. Speight 1.56250%	Amerada Petroleum Corporation	City of Eunice, New Mexico 0.20833% Sinclair Oil & Gas Co. 0.78125%		Amerada Petroleum Corp.	100.0000	3.1227	3.7058

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				OWNER AND PERCENTAGE	LESSEE OF RECORD		OWNER AND PERCENTAGE	OWNER AND PERCENTAGE	PRIMARY	SECONDARY
28	Lot 3 Sec. 5, T22S, R37E	40.19	Fee Oct. 21, 1934	M.H. McGrail 0.39062%	Guy R. Zachry	Alvin C. Downes 0.29762%	Guy R. Zachry 38.0282%	W.B. Yarborough 38.0282%	0.5408	0.7071
				Kenneth Downes 0.01116%		Elsie M. Hamon & J.W. Hamon 0.59524%		L.A. Walker 11.2676%	0.5408	0.7072
				Selma E. Andrews 0.41957%		Jettie Irene Vineyard & James L. Vineyard 0.59524%		Robert N. Haynes 12.6760%	0.1603	0.2095
				Albuquerque Natl. Bank, Test. Trustee of F.A. Andrews Decd. 0.36168%		R.M. Krannawitter 2.08333%	Total		0.1803	0.2357
				J.M.R. Lyeth, Jr. & M.L. Lyeth 1.40625%		M.J. Sowell 0.29762%	100.0000%		1.4222	1.8595
				Onez Norman Rooney 1.40625%		Ross Walker 0.89286%				
				A.N. Etz 0.78125%		H.G. Watson 0.11161%				
				Albuquerque Natl. Bank Exec. of Est. of Fred Luthy 0.58594%		Maud A. Daugherty 0.59524%				
				Doris Darks Mullenix 0.13021%		Mrs. Dorothy Wilbur 0.27529%				
				Jettie Irene Vineyard & James L. Vineyard 0.29762%		Kenneth Downes 0.02232%				
				R.M. Krannawitter 1.04167%		Ronnie Burl Lunsford 0.11161%				
				M.J. Sowell 0.14881%		J. Paul Carrigan 0.07441%				
				Ross Walker 0.44643%						
				Ronnie Burl Lunsford 0.05580%						
				J. Paul Carrigan 0.03720%						
				Olivia W. Etz 0.78125%						
				M.W. Coll 1.56250%						
				R.B. Mathews 0.05580%						
				H.G. Watson 0.14881%						
				Maud A. Daugherty 0.29762%						
				Edwin M. Bedford 0.06250%						
				Henry deg. Bedford 0.06250%						
				Charles F. Bedford 0.06250%						
				Rachel Bedford Bowen 0.06250%						
				Ellen Ann Williams 0.06250%						
				Mrs. Dorothy Wilbur 0.13766%						
				Alvin C. Downes 0.14881%						
				Elsie M. Hamon & J.W. Hamon 0.29762%						
				Herman R. Crille 0.19531%						
				Willard Dark 0.13021%						

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												PRIMARY	SECONDARY
28 (Cont'd)			Fee Oct. 21, 1934	Max Darks 0.13020% Defiance Coal Co. 0.58594% J.B.Headley 0.19531%									
29	SW/4, NW/4, SE/4 Sec. 10, T22S, R37E	200.00	Fee Apr. 9, 1935	The Atlantic Refin- ing Co. 3.90625%		Skelly Oil Co.	None			Skelly Oil Co. 68.7500% The Atlantic Refining Co. 31.2500% Total 100.0000%		5.1035 2.3197 7.4232	2.5090 1.1404 3.6494
				R.M.Barron 0.32551% Constance E. Byers 0.58595% Hugh Corrigan 0.78125% J.Patrick Corrigan 0.78125% First Trust Co. of St. Paul for Acct. B.T. Gale 0.52084% Mildred Moore 0.13020% Newmont Oil Co. 0.78125% Roger B.Owings 0.52083% The Fluor Corp. Ltd. 1.56250% Fay R.Power 0.52084% Dessa M.Ring 0.52083% Southland Royalty Co. 1.56250%									
30	NE/4, SE/4, Sec. 10, T22S, R37E	40.00	Fee Apr. 19, 1935	Constance E. Byers 3.12500% Hugh Corrigan 0.78125% J.Patrick Corrigan 0.78125% June D.Spelght 1.56250% Dr.G.T.Hall 0.78125% Est of Theresa M. Sellmeyer, Dec'd., Ralph Sellmeyer, Exec 1.56250% The Atlantic Refining Co. 3.90625%	Amerada Petrol- eum Corp.	The Atlantic Refin- ing Co. 3.90625% Skelly Oil Co. 3.90625%		Amerada Petroleum Corp. 100.0000%		1.7022	0.4065		
31	E/2 NE/4, Sec. 10, T22S, R37E	80.00	Fee Oct. 7, 1935	The Atlantic Refin- ing Co. 0.15630% Bess Yearwood, Tr. for Rose Eaves Trust 3.12500% June D.Spelght 0.78120% Estate of Marguerite Brunson, Dec. 0.58590%	Gulf Oil Corp.	None		Gulf Oil Corp. 100.0000%		6.7715	2.9431		

EXHIBIT "B" TO UNIT AGREEMENT

SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY		OVERRIDING ROYALTY	WORKING INTEREST		PERCENT PARTICIPATION OF TRACT IN UNIT	
				OWNER AND PERCENTAGE	LESSEE OF RECORD		OWNER AND PERCENTAGE	OWNER AND PERCENTAGE	PRIMARY	SECONDARY
31 (Cont'd)			Fee Oct. 7, 1935	Effie Carter 1.56250% Powhatan Carter 0.78120% Anderson Carter 0.78130% L. George Schubert, Gdn. of Est. of Priscilla Susanna Brunson 1.75790% The Chase Manhattan Bank, Assignee 2.96870%						
2	W/2 NE/4 Sec. 10, T22S, R37E	80.00	Fee Oct. 7, 1935	The Atlantic Refining Co. 0.15630% June D. Speight 0.78120% Estate of Marguerite Brunson, Dec. 0.58590% L. George Schubert, Gdn. of Est. of Priscilla Susanna Brunson 1.75790% The Chase Manhattan Bank, Assignee 2.96870%	Gulf Oil Corp.	None	Gulf Oil Corp. 100.0000%	1.7363	1.8496	
33	SE/4 NE/4 Sec. 5, T22S, R37E	40.00	Fee Oct. 22, 1935	B. A. Christmas, Jr. and Joyce C. Brown, Jt. Execs. of Annie L. Christmas, Dec. 9.37500% Wayne Cowden 3.12500%	Tidewater Oil Co.	*J.C. Clower 3.12500% *June D. Speight 3.12500% *Until Production Payment in the original amount of \$20,000.00 is received.	Tidewater Oil Co. 100.0000%	0.0000	1.0662	
34	SW/4 NE/4 Sec. 5, T22S, R37E	40.00	Fee Oct. 28, 1935	Newmont Oil Co. 9.37500% J. E. Simmons 3.12500%	Guy R. Zachry	None	Robert N. Haynes 12.6775% L. A. Walker 11.2675% W. B. Yarborough 38.0280% Guy R. Zachry 38.0280% (All payable to Guy R. Zachry, Operator)	0.1263 0.1122 0.3787 0.3787	0.1198 0.1064 0.3592 0.3593	
							Total 100.0000%	0.9959	0.9447	

EXHIBIT "B" TO UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE		OVERRIDING ROYALTY OWNER AND PERCENTAGE		WORKING INTEREST OWNER AND PERCENTAGE		PERCENT PARTICIPATION OF TRACT IN UNIT	
										PRIMARY	SECONDARY
35	E/2 SE/4 Sec.5, T22S, R37E	80.00	Fee Mar. 28, 1936	Sabine Royalty Corp. 1.56250%	Gulf Oil Corp.	None		Gulf Oil Corp 100.0000%		2.8694	2.4248
				Emil Mosbacher 0.46870%							
				Newmont Oil Co 1.17190%							
				J.E.Stimmons 1.17190%							
				Midwest Oil Corp 1.17190%							
				Oscar L. Grimes and Philo W. Grimes, Trs. of C.W. Grimes Trust 1.17190%							
				Mary S. Sutcliffe 0.19530%							
				North Central Oil Corp. 1.09370%							
				Southern Minerals Corp. 1.66670%							
				Sparks-Healey Corp 0.62500%							
				Ione M. Grizzle 1.02540%							
				Billie June Grizzle Crow 0.34180%							
				Gratridge Corp. 0.83330%							
36	SE/4 SW/4 Sec.4, T22S, R37E	40.00	Fee Apr. 3, 1936	Champion Oil & Refining Co. 1.21090%	Gulf Oil Corp.	None		Gulf Oil Corp 100.0000%		0.6611	1.6741
				D.W. Cotton 0.04590%							
				The Atlantic Refining Co. 0.39060%							
				Harry W. Bass 0.21370%							
				Wilma O. Bass 0.09190%							
				Mrs. Luellen Clifton 0.78130%							
				Bert H. Clifton 0.39060%							
				Jesse W. Clifton 0.39060%							
				Julian W. Glass Jr 0.09770%							
				Felmont Oil Corp 0.48830%							
				Phillips Investment Corp 0.09770%							
				Goidie Holder 0.78120%							
				The Pennsylvania Bank & Trust Co., Tr. of Est. of Albert Walter Coal 0.09770%							
				Chase Manhattan Bank, Assignee 7.42190%							

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TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PERCENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY	SECONDARY
37	SW 1/4 NW 1/4 Sec. 4, T22S, R37E	40.00	Fee May 4, 1936	The Fluor Corp. Ltd. 3.12500% Southern Petroleum Exploration, Inc. 2.34370% Marjorie Cone Kastman, Gdn. of S.E. Cone 1.48440% Olga M. Atwood 0.31250% Eunice Cone 0.07810% James G. White 0.29290% Robert K. White 0.29300% J.M. White, Jr. 0.29300% Grace M. White 0.29300% Leland Davison & Allie Gayle 0.78120% J.B. Headley 0.31250% Midwest Oil Corp. 1.17190% L.T. Lewis 0.31250% Frances Smyrni 0.31250% June D. Speight 0.78130% Percy L. Lawrence 0.31250%	Gulf Oil Corp.	None	Gulf Oil Corp. 100.00000%	5.8638	1.8775
	W 1/2 SE 1/4 Sec. 4, NW 1/4 SW 1/4 Sec. 3, T22S, R37E	120.00	Fee Mar. 31, 1937	The Fluor Corp. Ltd. 1.56250% Leonard W. Fristoe 0.97656% The Atlantic Refining Co. 0.15625% Chase Manhattan Bank 2.96875% L. George Schubert, Gdn. of Est. of Priscilla Susanna Brunson, a Minor 6.83594%	Sinclair Oil & Gas Co.	None	Sinclair Oil & Gas Co. 100.00000%	2.5642	4.1504
39	SW 1/4 SW 1/4 Sec. 4, T22S, R37E	40.00	Fee Aug. 26, 1937	The Atlantic Refining Co. 0.56293% Chase Manhattan Bank 1.13283% H.W. Bass 0.45841% Champion Refining Co. 1.81840% Bert H. Clifton 0.58594%	Tidewater Oil Co.	*Clara Louise Brown 1.56250% *J.C. Clower 3.12500% *June D. Speight 1.56250% *Until production payment in the original amount of \$20,000.00 has been received.	Tidewater Oil Co. 100.00000%	0.0000	0.9187

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TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PERCENT PARTICIPATION OF TRACT IN UNIT	
								PRIMARY	SECONDARY
39	(Cont'd)		Fee Aug. 26, 1937	Jesse W. Clifton 0.58594%					
				Luellen Clifton 1.17187%					
				D.W. Cotton 0.06893%					
				Relmont Oil Co 0.73242%					
				Julian W. Glass 0.14649%					
				Goldie Holder 1.17187%					
				Phillips Investment Corp. 0.14649%					
				The Pennsylvania Bank & Trust Co., Exec & Tr. of Est. of A.W. Goe 0.14649%					
40	Lot 4 Sec. 5 & Lot 1 Sec. 6, T22S, R37E	80.59	Fee Nov. 22, 1937	Albuquerque Natl. Bank Test. Tr. of F.A. Andrews, Decd 0.36168%	Two States Oil Corp.	Amerada Petroleum Corp. 3.12500%	Southern Petroleum Exploration, Inc. 50.0000%	0.0265	1.0096
				Ronnie Burl 0.05580%		Maud A. Daugherty 0.07440%	Two States Oil Corp. 37.5000%	0.0199	0.7572
				R.B. Mathlews, Jr 0.05581%		Alvin C. Downes 0.59524%	J.B. Headley 12.5000%	0.0066	0.2524
				Selma E. Andrews 0.41957%		Kenneth Downes 0.29762%	Total 100.0000%	0.0530	2.0192
				Charles F. Bedford 0.06250%		Elsie M. Hamon and J.W. Hamon 0.59524%			
				Edwin M. Bedford 0.06250%		R.M. Krannawitter 2.08333%			
				Henry deg. Bedford 0.06250%		Ronnie Burl 0.11161%			
				Rachel Bedford Bowen 0.06250%		R.B. Mathlews, Jr 0.11161%			
				J. Paul Carrigan 0.03720%		M.J. Sowell 0.29762%			
				M.W. Coll 1.56250%		Jetile Irene Vineyard & James L. Vineyard 0.59524%			
				Herman R. Crille 0.19531%		Ross Walker 0.89286%			
				Willard Darks 0.13020%		H.G. Watson 0.29762%			
				Max Darks 0.13020%		Mrs. Dorothy Wilbur 0.27529%			
				Doris Darks 0.13021%					
				Maud A. Daugherty 0.29762%					
				De fiance Coal Co 0.58594%					
				Alvin C. Downes 0.14881%					
				Kenneth Downes 0.01116%					
				A.N. Etz 0.78125%					
				Olivia W. Etz 0.78125%					
				Elsie M. Hamon & J.W. Hamon 0.29762%					

EXHIBIT "B" TO UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY		LESSEE OF RECORD		OVERRIDING ROYALTY		WORKING INTEREST		PERCENT PARTICIPATION OF TRACT IN UNIT	
				OWNER AND PERCENTAGE	PERCENTAGE	OWNER AND PERCENTAGE	PERCENTAGE	OWNER AND PERCENTAGE	PERCENTAGE	OWNER AND PERCENTAGE	PERCENTAGE	PRIMARY	SECONDARY
40 (Cont'd)			Fee Nov. 22, 1937	J.B. Headley	0.195312								
				R.M. Krannawitter	1.041677								
				Albuquerque Natl. Bank	0.585947								
				Exec. of Est. of Fred Luthy	0.585947								
				J.M.R. Lyeth, Jr. & M.L. Lyeth	1.406257								
				M.H. McGrall	0.390627								
				Onez Norman	1.406257								
				M.J. Sowell	0.148817								
				Jettie Irene Vineyard & James L. Vineyard	0.297627								
				Ross Walker	0.446437								
				H.G. Watson	0.148817								
				Mrs. Dorothy Wilbur	0.137667								
				Ellen Anne Williams	0.062507								
41	SE/4 NE/4 Sec. 6, T22S, R37E	40.00	Fee Apr. 1, 1957	Unleased The Atlantic Ref. Co.	All (The Atlantic Refining Co. 50.00%)	Unleased - All None				The Atlantic Refining Co.	50.0000%	0.0000	0.3466
				H.L. Lowe	4.37500%	(H.L. Lowe 35.00%)				H.L. Lowe	35.0000%	0.0000	0.2426
				P.H. Pewitt	1.40625%	(P.H. Pewitt 11.25%)				P.H. Pewitt	11.2500%	0.0000	0.0780
				Gordon Cone	0.46875%	(Gordon Cone 3.75%)				Gordon Cone	3.7500%	0.0000	0.0260
										Total	100.0000%	0.0000	0.6932
42	SE/4 NE/4 Sec. 17, T22S, R37E	40.00	Fee Sept. 13, 1962	Unleased Edison Petroleum Co.	7.42188%	Sohio Petroleum Co. 40.625000%				Sohio Petroleum Co.	40.625000%	Not Committed as of Unit Effective Date	
				San Angelo Natl. Bank	1.17187%	Mineral Interest Leased							
				Ind. Exec. of Estate of Lorraine B. Leftwich, Decd. and San Angelo Natl. Bank, Successor Trustee, of Estate of Ralph W. Leftwich, Decd.	0.78125%	Unleased Mineral Interest As Follows: Kirby Petroleum Co. 9.375000% The Atlantic Refining Co. 18.750000%				Reginald H. Johnson	4.166666%		
				Bank of The South-west Natl. Association, Ind. Exec. of Est. of Hubert E. Clift, Decd.	0.78125%	Charles G. Schlimer Est. 4.166667%				Charles G. Schlimer	4.166667%		
				Joyce Ann Brown	0.31250%	John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
				Joyce Christmas Brown (Life Est.) & Joyce Ann Brown (Remainder man)	0.78125%	Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
				B.A. Christmas, Jr. & Joyce Christmas Brown	0.78125%	J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
				Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas	0.78125%	B.A. Christmas, Jr. & Anne L. Christmas, Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Reginald H. Johnson	4.166666%		
						Charles G. Schlimer Est. 4.166667%				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III 6.250000%				Hugh Corrigan III	6.250000%		
						J. Patrick Corrigan 6.250000%				J. Patrick Corrigan	6.250000%		
						B.A. Christmas, Jr. & Joyce Christmas Brown				Reginald H. Johnson	4.166666%		
						Co-Trusts for Mary Theresa Christmas, Bradford Ace Christmas, Candy Christmas, & Helene Jane Christmas				Charles G. Schlimer	4.166667%		
						John D. Woodfin 4.166667%				John D. Woodfin	4.166667%		
						Hugh Corrigan III							

EXHIBIT "B" TO UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY		OVERRIDING ROYALTY		WORKING INTEREST		PERCENT PARTICIPATION OF TRACT IN UNIT	
				OWNER AND PERCENTAGE	LESSEE OF RECORD	OWNER AND PERCENTAGE	None	OWNER AND PERCENTAGE	Sunray DX Oil Co.	PRIMARY	SECONDARY
43	lots 3 & 4 Sec. 3, T22S, R37E	79.47	Fee Mar. 19, 1927	Mark W. Owen 4.16666% James Madison Owen 4.16666% Francis Marion Stephens, Jr. 1.04167% Wayne Collier Stephens 1.04167% William Owen Stephens 1.04167% Eva Mae Tousseaint 1.04167%	Sunray DX Oil Co.	None	None	Sunray DX Oil Co. 100.00000%	Not Committed as of Unit Effective Date		
44	N/2 NW/4 Sec. 15, T22S, R37E	80.00	Fee Oct. 5, 1926	Jean Rowan Altgelt 0.02610% The Atlantic Refining Co. 0.31250% Roy G. Barton 0.13020% The Chase Manhattan Bank, Assignee 5.93750% Ieland Daylson & Ailie Gayle 0.11940% The Fluor Corp. Ltd. 0.39060% Felmont Oil Corp. 0.33160% Julian W. Glass Trustee 0.07810% Sue Rowan Laughlin 0.02600% C. B. Markham, Sr. 0.19530% Jack Markham 0.16280% North Central Oil Corp. 0.39060% W. M. Osborn 0.11940% Roger B. Owings 0.19530% Phillips Investments Corp. 0.07810% John J. Redfern, Jr., Individually & as Attorney in fact 0.23870% Rosaland Redfern 0.23870% A. H. Rowan, Ind. Exec. of Est. of Arch H. Rowan, Jr., Decd 0.02600% June D. Spelght 3.12500% J. M. Welborn 0.35810%	Texas Pacific Oil Co.	None	Texas Pacific Oil Co. 50.00000% Broseco Corp. 15.83333% John B. Rich 0.83334% Sohio Petroleum Co 33.33333% Total 100.00000%	Not Committed as of Unit Effective Date			

EXHIBIT "B" TO UNIT AGREEMENT
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

TRACT NO.	DESCRIPTION OF LAND	NO. OF ACRES	SERIAL NO. AND LEASE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PERCENT PARTICIPATION OF TRACT IN UNIT PRIMARY SECONDARY
	FEDERAL LANDS			840.00 Acres		23.07578% of Unit Area		
	STATE LANDS			40.00 Acres		1.09885% of Unit Area		
	FEE LANDS			2,760.18 Acres		75.82537% of Unit Area		
	TOTAL			3,640.18 Acres		100.00000% of Unit Area		

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

SOUTH PENROSE SKELLY UNIT, LEA COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated December 13, 1963, which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, 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 proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the afore-said statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 17th day of March, 19 65.



Clinton B. Hays
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

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. 3118
Order No. R-2789

APPLICATION OF GULF OIL CORPORATION
FOR APPROVAL OF THE SOUTH PENROSE
SKELLY UNIT AGREEMENT, LEA COUNTY,
NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on October 13, 1964, at Santa Fe, New Mexico, before Examiner Elvis A. Utz.

NOW, on this 21st day of October, 1964, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks approval of the South Penrose Skelly Unit Agreement covering 4399.65 acres, more or less, of State, Federal and Fee lands described as follows:

LEA COUNTY, NEW MEXICO
TOWNSHIP 22 SOUTH, RANGE 37 EAST, NMPM
Section 3: Lots 3 and 4, SW/4 NW/4 and NW/4 SW/4
Section 4: Lots 1, 2, 3 and 4, S/2 N/2, SW/4 and
W/2 SE/4
Section 5: All
Section 6: Lot 1, S/2 NE/4 and SE/4
Section 7: NE/4
Section 8: All
Section 9: All
Section 10: N/2, SW/4 and N/2 SE/4
Section 15: N/2 NW/4
Section 16: N/2, N/2 SW/4, N/2 SE/4 and SE/4 SE/4
Section 17: N/2 NE/4, SE/4 NE/4 and NE/4 SE/4

-2-

CASE No. 3118

Order No. R-2789

(3) That approval of the proposed unit agreement should promote the prevention of waste and the protection of correlative rights within the unit area.

IT IS THEREFORE ORDERED:

(1) That the South Penrose Skelly Unit Agreement is hereby approved.

(2) That the plan contained in said unit agreement for the development and operation of the unit area is hereby 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, duty, or obligation which is now, or may hereafter be, vested in the Commission to supervise and control operations for the exploration and development of any lands committed to the unit and production of oil or gas therefrom.

(3) That the unit operator shall file with the Commission an executed original or executed counterpart of the unit agreement within 30 days after the effective date thereof; that in the event of subsequent joinder by any party or expansion or contraction of the unit area, the unit operator shall file with the Commission within 30 days thereafter counterparts of the unit agreement reflecting the subscription of those interests having joined or ratified.

(4) That this order shall become effective upon the approval of said unit agreement by the Commissioner of Public Lands for the State of New Mexico and the Director of the United States Geological Survey; that this order shall terminate ipso facto upon the termination of said unit agreement; and that the last unit operator shall notify the Commission immediately in writing of such termination.

(5) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

Jack M. Campbell
JACK M. CAMPBELL, Chairman

E. S. Walker
E. S. WALKER, Member

A. L. Porter, Jr.
A. L. PORTER, Jr., Member & Secretary

S E A L

esr/

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. 3119
Order No. R-2794

APPLICATION OF GULF OIL CORPORATION
FOR A WATERFLOOD PROJECT, LEA COUNTY,
NEW MEXICO.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m., on October 13, 1964, at Santa Fe, New Mexico, before Examiner Elvis A. Utz.

NOW, on this 29th day of October, 1964, the Commission, a quorum being present, having considered the testimony, the record, and the recommendations of the Examiner, 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 applicant, Gulf Oil Corporation, seeks permission to institute a waterflood project in the Penrose-Skelly Pool in the South Penrose Skelly Unit Area by the injection of water into the Grayburg formation through six injection wells in Sections 5 and 6, Township 22 South, Range 37 East, NMPM, Lea County, New Mexico.

(3) That the wells in the project area are in an advanced state of depletion and should properly be classified as "stripper" wells.

(4) That the proposed waterflood project should result in the recovery of otherwise unrecoverable oil, thereby preventing waste.

(5) That the subject application should be approved and the project should be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

-2-

CASE No. 3119

Order No. R-2794

IT IS THEREFORE ORDERED:

(1) That the applicant, Gulf Oil Corporation, is hereby authorized to institute a waterflood project in the Penrose-Skelly Pool in the South Penrose Skelly Unit Area by the injection of water into the Grayburg formation through the following-described wells in Township 22 South, Range 37 East, NMPM, Lea County, New Mexico:

Zachary-Downs Well No. 1, located in Unit C of Section 5;

Gulf-Stebbins (NCT-A) Well No. 2, located in Unit E of Section 5;

Zachary-Grizzell Well No. 1, located in Unit G of Section 5;

Pan American-Grizzell Well No. 2, located in Unit K of Section 5;

Pan American-Grizzell Well No. 4, located in Unit M of Section 5; and

Continental-Elliott B-6 Well No. 1, located in Unit I of Section 6.

(2) That the subject waterflood project shall be governed by the provisions of Rules 701, 702, and 703 of the Commission Rules and Regulations.

(3) That monthly progress reports of the waterflood project herein authorized shall be submitted to the Commission in accordance with Rules 704 and 1119 of the Commission Rules and Regulations.

(4) That jurisdiction of this cause is retained for the entry of such further orders as the Commission may deem necessary.

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

Jack M. Campbell
JACK M. CAMPBELL, Chairman

E. S. Walker
E. S. WALKER, Member

A. L. Porter, Jr.
A. L. PORTER, Jr., Member & Secretary

S E A L

esr/

My Commission Expires:

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned also being the owners of certain oil and gas leasehold interests in the lands or minerals embraced in said Unit Area, do hereby commit a portion of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreements or counterparts thereof. The interests committed hereto are defined as being all of the undersigned's interest in and under Tract No. 40, being Lot 4 of Section 5 and Lot 1 of Section 6, Township 22 South, Range 37 East, and expressly excluding the undersigned's interest in and under Tract No. 10, being the N/2 of Section 16, Township 22 South, Range 37 East.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

TWO STATES OIL COMPANY

ATTEST:

Shirley K. Crain
Secretary
Date: 3/11/65

By: R. E. Piggott
VICE-PRESIDENT

STATE OF Texas
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 11 day of March, 1965 By Shirley K. Crain, Secretary of TWO STATES OIL COMPANY, a Texas corporation, on behalf of said corporation.

My Commission Expires:
March 1 - 1965

Willie Nell Walker
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B," does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof, provided, however, the undersigned specifically excepts herefrom and from the terms of said Unit Agreement Tract No. 44, as more particularly set out and described in Exhibit "B" of said Unit Agreement, it being clearly understood that the undersigned, by the execution of this Ratification of said Unit Agreement, does not by the terms hereof include within the Unit Area or the purview of the Unit Agreement said Tract 44.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

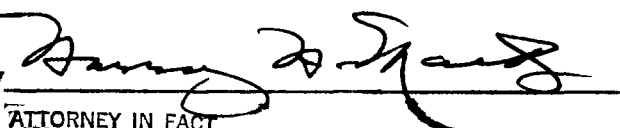
Individual

Date: _____

Date: _____

Corporation TEXAS PACIFIC OIL COMPANY
A Division of Joseph E. Seagram & Sons, Inc.

~~ATTEST:~~

By 
ATTORNEY IN FACT,

Secretary
Date: _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964 by _____.

My Commission Expires: _____

Notary Public

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this DEC 30 1964 day of _____, 1964 by HARRY H. MACK, ATTORNEY IN FACT of TEXAS PACIFIC OIL COMPANY, a Indiana corporation, on behalf of said corporation.

My Commission Expires: _____


Notary Public

MARTHA E. FISCHER, Notary Public
in and for Dallas County, Texas
My Commission Expires June 1 1965

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: Feb. 10, 1965

J. H. Dewitt
A Single Man

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF Texas Y
COUNTY OF Gregg Y

The foregoing instrument was acknowledged before me this 10 day of Feb., 1965, by P. H. Dewitt

My Commission Expires:
June 1, 1965

S.D. Kieffer
S.D. Kieffer, Notary Public, Gregg County, Texas.

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

The Fort Worth National Bank, Trustee


Assistant ~~XXXXXX~~ Cashier

By 
Vice President & Trust Officer

Date: _____

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____.

My Commission Expires: _____

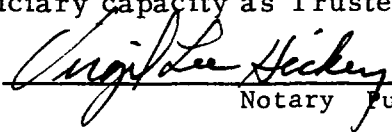
Notary Public

STATE OF Texas Y

COUNTY OF Tarrant Y

1965 The foregoing instrument was acknowledged before me this 20 day of January, ~~1964~~, by Alan C. Roberts, Vice President & Trust Officer of The Fort Worth National Bank, Fort Worth, Texas, a _____ corporation, on behalf of said corporation, in its fiduciary capacity as Trustee.

My Commission Expires: June 1, 1965


VIRGIL LEE HICKEY
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: Dec. 17, 1964

Guy R Zachry
Boulah A Zachry

Date: JAN. 13, 1965

Corporation

NEW MEXICO BANK AND TRUST COMPANY

ATTEST:

Arland L. ...
~~Arland L. ...~~ Cashier
Date: January 25, 1965

By Leon G. Harmon
Leon G. Harmon
President

STATE OF NEW MEXICO Y
COUNTY OF LEA Y

The foregoing instrument was acknowledged before me this 15th day of January, 1965, ~~1964~~, by Guy R. Zachry and Boulah A. Zachry, his wife.

My Commission Expires:
January 23, 1965

Shirley M. Hooper
Notary Public

STATE OF NEW MEXICO Y
COUNTY OF LEA Y

The foregoing instrument was acknowledged before me this 15th day of January, 1965, ~~1964~~, by Leon G. Harmon, President of New Mexico Bank and Trust Company, a corporation, on behalf of said corporation.

My Commission Expires:
January 23, 1965

Shirley M. Hooper
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

TIDEWATER OIL COMPANY

ATTEST:

W. Nichols
Assistant Secretary
Date: 10-22-64

By E. B. Miller, Jr.
VICE PRESIDENT

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Delaware Y
COUNTY OF Harrie Y

The foregoing instrument was acknowledged before me this 22 day of October, 1964, by E. B. MILLER, JR., Vice President of TIDEWATER OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My Commission Expires: 9-1-65

Virginia Holloman
Notary Public
VIRGINIA HOLLAMAN, JR.
Notary Public in and for _____ County, Texas

WORKING INTEREST OWNER'S JOINDER
IN UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
SOUTH PENROSE SKELLY UNIT, LEA COUNTY, NEW MEXICO

WHEREAS, the undersigned has received a counterpart of an instrument entitled "Unit Agreement, South Penrose Skelly Unit, Lea County, New Mexico", providing for the development and operation of 4,399.06 acres, more or less, in Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, as to the "Unitized Formation" as said term is defined in said Unit Agreement, and a counterpart of an instrument entitled "Unit Operating Agreement, South Penrose Skelly Unit, Lea County, New Mexico", both of which were executed by Gulf Oil Corporation as the Unit Operator and as a Working Interest Owner, to provide for conducting secondary recovery operations; and

WHEREAS, said Unit Agreement and Unit Operating Agreement each provide for counterpart execution and by other instrument agreeing to be bound by the provisions thereof; and,

WHEREAS, the undersigned Working Interest Owner, whose interests are defined in said instruments and exhibits, desires, subject to the condition hereinafter set forth, to ratify and consent to said Unit Agreement and Unit Operating Agreement by the execution of this instrument, agreeing to be bound by the provisions thereof:

NOW, THEREFORE, in consideration of the premises, and of the mutual advantages to be secured by all who become parties to said instrument, the undersigned Working Interest Owner does by these presents and subject to the condition herein set forth agree to be bound by and expressly ratify and consent to all of the terms and provisions of the aforesaid Unit Agreement and Unit Operating Agreement.

This instrument is executed and delivered by Shell Oil Company, the undersigned Working Interest Owner, upon the condition that it shall cease to be binding upon Shell Oil Company and shall be of no further force or effect unless prior to the effective date of the aforesaid Unit Agreement and Unit Operating Agreement, the Working Interest Owners agree as follows:

(1) The cost of any and all cementing that may be necessary behind the casing in order to effect and utilize a completion in the Unitized Formation in any and all wells delivered to Unit Operator by Shell Oil Company shall be borne by Working Interest Owners pursuant to the provisions of the second grammatical paragraph of Section 10.1 of said Unit Operating Agreement.

(2) As to each well delivered to Unit Operator by Shell Oil Company, Shell Oil Company reserves and shall have the right at any time and from time to time to dually complete and/or recompleate said well in any formation, other than the Unitized Formation, and to utilize said completion for any purpose that Shell Oil Company may from time to time elect; provided, however, that the operation of any and all such dually completed wells shall be subject to all applicable provisions of Article 13 of said Unit Operating Agreement, except Section 13.3.2 thereof.

EXECUTED the 11 day of December, 1964.

SHELL OIL COMPANY

By: J. V. Lindsey

Attorney in Fact

STATE OF TEXAS)
)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 11 day of December, 1964, by J. V. LINDSEY, Attorney in Fact of SHELL OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires:

June 1, 1965

Rosalyn Magee Notary Public in and for
Midland County, Texas

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

CONTINENTAL OIL COMPANY

[Signature]
Assistant Secretary

Date: October 23, 1964

By [Signature] OR
ATTORNEY IN FACT

[Signature]

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas X

COUNTY OF Tarrant X

The foregoing instrument was acknowledged before me this 23 day of October, 1964, by ROY M. MAYS, ATTORNEY IN FACT of CONTINENTAL OIL COMPANY, a Texas corporation, on behalf of said corporation.

My Commission Expires: 6-1-65

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: August 14, 1964

J. A. Headley

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 14th day of August, 1964, by J. A. Headley, a Widower

My Commission Expires: 10-8-65

L. B. Parker
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

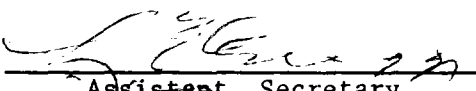
Date: _____

Date: _____

Corporation

ATTEST:

SOUTHERN PETROLEUM EXPLORATION, INC.


Assistant Secretary
Date: August 12, 1964

By  President

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

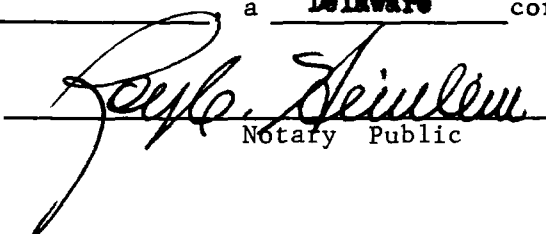
My Commission Expires: _____

Notary Public

STATE OF WEST VIRGINIA Y
COUNTY OF TYLER Y

The foregoing instrument was acknowledged before me this 12 day of August, 1964, by John C. Wright, President of SOUTHERN PETROLEUM EXPLORATION, INC., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires
June 11, 1969


Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

APPROVED AS TO
FORM *[Signature]*

Corporation

SKELLY OIL COMPANY

ATTEST:

R. Kendall Rherrif
Assistant Secretary

By *C. L. Blacksher*
Vice President

Date: August, 1964

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Oklahoma X
COUNTY OF LeFlore X

The foregoing instrument was acknowledged before me this 2nd day of October, 1964, by C. L. Blacksher, Vice President of Skelly Oil Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires May 31, 1967

W. L. Allen
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: October 15, 1964

H. L. Lowe
a single man

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF Texas X
 X
COUNTY OF Lubbock X

The foregoing instrument was acknowledged before me this 24 day of October, 1964, by H. L. Lowe - a single man

My Commission Expires:
6/1/65

Betty S. West Betty S. West
Notary Public

STATE OF _____ X
 X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Mary D. Fleming Walsh (MDFW)
Individual

Wm. FLEMING ESTATE

By Bessie M. Fleming

By Mary D. Fleming Walsh

By Richard F. Walsh

By Harry C. Weeks

All Independent Executors of the Estate of
Wm. Fleming, Deceased

Corporation

Date: _____

Date: Oct. 21, 1964

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF TEXAS X
COUNTY OF TARRANT X

The foregoing instrument was acknowledged before me this 20th day of October, 1964, by Mary D. Fleming Walsh, Individually; and Mary D. Fleming Walsh and Richard F. Walsh in the capacity stated.

My Commission Expires:
June 1, 1965

Geo. S. Williams
Notary Public Geo. S. Williams

STATE OF TEXAS X
COUNTY OF TARRANT X

The foregoing instrument was acknowledged before me this 21st day of October, 1964, by Bessie M. Fleming and Harry C. Weeks in the capacity stated. of not a corporation.

My Commission Expires:
June 1, 1965

Frances Crow
Notary Public Frances Crow

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

PAN AMERICAN PETROLEUM CORPORATION

ATTEST:

Assistant Secretary

Date: _____

By

ATTORNEY-IN-FACT

P. O. BOX 1010
FORT WORTH, TEXAS

APPROVED

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 14 day of October, 1964, by C. F. BEDFORD, ATTORNEY-IN-FACT of PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

THE ATLANTIC REFINING COMPANY

Mary C. Drayer
Assistant Secretary
Date: _____

By H. O. Harris, Jr.
H. O. Harris, Jr., Assistant Vice President

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 12 day of October, 1964, by H. O. Harris, Jr., Assistant Vice President of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1965

Holly Mae Tippet
Notary Public
HOLLY MAE TIPPETT

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: 10-8-64

W. B. Garbrough

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 8th day of October, 1964, by W. B. Garbrough.

My Commission Expires:
June, 1965

Lynna Nell Browning
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

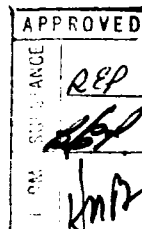
ATTEST:

SINCLAIR OIL & GAS COMPANY

[Signature]
Assistant Secretary

By [Signature]
Vice-President

Date: AUG 31 1964



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 31st day of August, 1964, by R. M. Kobdich, Vice-President of Sinclair Oil & Gas Company, a Maine corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965

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

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

SOHIO PETROLEUM COMPANY

~~APPROX:~~

~~XXXXXXXXXXXXXXXXXXXX~~
Assistant Secretary

Date: _____

By *Cecil C. Irby*
Agent and Attorney in Fact

PCM

SL
11/11

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA Y

COUNTY OF OKLAHOMA Y

The foregoing instrument was acknowledged before me this 19th day of August, 1964, by Cecil C. Irby, Agent and Attorney in Fact of Sohio Petroleum Company, a an Ohio corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires Apr. 26, 1968

Jessita Deweese
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: September 24, 1964

Gordon M. Cone

Date: September 24, 1964

Kathleen Cone

Corporation

ATTEST:

Assistant Secretary

Date: _____

By _____

STATE OF NEW MEXICO

COUNTY OF LEA

X
X
X

The foregoing instrument was acknowledged before me this 24 day of September, 1964, by GORDON M. CONE and wife, KATHLEEN CONE.

My Commission Expires:
Sept. 4, 1965

Jeanne M. Whikles
Notary Public

STATE OF _____

COUNTY OF _____

X
X
X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

CALIFORNIA OIL COMPANY

By V. L. Taylor
Attorney-in-Fact

By H. L. Smith
Attorney-in-Fact

ATTEST:

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me this 16th day of September, 1964, by V. L. Taylor and H. L. Smith, Attorneys in Fact for California Oil Company, a California Corporation, on behalf of said corporation.

BARBARA ROBERTSON

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1965

Barbara Robertson
Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

HUMBLE OIL & REFINING COMPANY

Assistant Secretary

Date: _____

By C. M. Carothers

AGENT AND ATTORNEY-IN-FACT

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas X

COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 8th day of September 1964, by C. M. Carothers, AGENT AND ATTORNEY-IN-FACT of Humble Oil & Refining Company, a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965

Evalena Edwards
Notary Public

EVALENA EDWARDS Notary Public
MIDLAND COUNTY, TEXAS

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

J. P. Hammond
Assistant Secretary
Date: August 20, 1964

AMERADA PETROLEUM CORPORATION

By [Signature]
Senior Vice President

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA X
COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 20th day of August, 1964, by John P. Hammond, Senior Vice President of AMERADA PETROLEUM CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires:
My Commission Expires February 8, 1965

Jo Leonard
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Date 8/2/64

SOCONY MOBIL OIL COMPANY, INC.

By [Signature]
Attorney in Fact

APPROVED	
Acctg.	<u>[Signature]</u>
Gas	<u>[Signature]</u>
Land	<u>[Signature]</u>
Legal	<u>[Signature]</u>
P. E.	<u>[Signature]</u>
Title R.	<u>[Signature]</u>
Prod.	<u>[Signature]</u>

THE STATE OF TEXAS

COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared W. C. [Signature], as Attorney in Fact for SOCONY MOBIL OIL COMPANY, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument as the act of SOCONY MOBIL OIL COMPANY, INC., and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21 day of August, A.D. 1964.

My Commission Expires:

6/1/65

[Signature]
Notary Public in and for
Midland County, Texas
JANET C. COUNTESS, Notary Public
In and for Midland County, Texas

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: August 25, 1964

Robert N. Haynes

Date: August 25, 1964

Marjorie Boyd Haynes

Corporation

ATTEST:

Assistant Secretary
Date: August 25, 1964

By _____

STATE OF Texas X
COUNTY OF Harris X

The foregoing instrument was acknowledged before me this 25th day of August, 1964, by Robert N. Haynes and Marjorie Boyd Haynes, as husband and wife.

My Commission Expires:
June 1965

Mrs. Marie Green
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

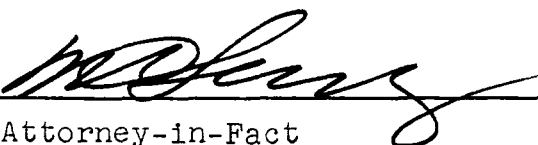
Date: _____

Corporation

TEXACO Inc.

ATTEST:

Assistant Secretary
Date: _____

By 
Attorney-in-Fact

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____.

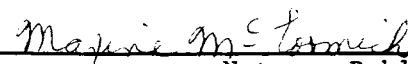
My Commission Expires: _____

Notary Public

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 12 day of August, 1964, by W. C. Lenz, Attorney-in-Fact of Texaco Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires:
June, 1965

 MAXINE MCCORMICK
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

~~ADDENDIX~~

MARATHON OIL COMPANY



By _____

I. G. Burrell, Division Manager

~~Assistant Secretary~~
Date: **August 11, 1964**

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____

My Commission Expires: _____

Notary Public

STATE OF **TEXAS** Y
COUNTY OF **HARRIS** Y

The foregoing instrument was acknowledged before me this 14th day of August, 1964, by I. G. BURRELL, Division Manager of MARATHON OIL COMPANY, a Ohio corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: August 14, 1964

[Signature]

Date: _____

Corporation

ATTEST:

Katharine G. Parks
Assistant Secretary
Date: August 14, 1964

By [Signature]
Executive Vice President
TERMS AND CONTENT APPROVED
BY [Signature]

STATE OF MARYLAND X
COUNTY OF BALTIMORE X

The foregoing instrument was acknowledged before me this 14 day of August, 1964, by John B. Rich

My Commission Expires;
May 3, 1965

[Signature]
Notary Public

STATE OF MARYLAND X
COUNTY OF BALTIMORE X

The foregoing instrument was acknowledged before me this 14 day of August, 1964, by John B. Rich, **Executive Vice President** of Broscoe Corporation, a Maryland corporation, on behalf of said corporation.

My Commission Expires;
May 3, 1965

[Signature]
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

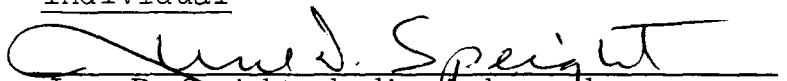
~~LEA~~
~~LEA~~ COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements are dated 11-22-63 ~~June 15, 1964~~, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual


June D. Speight, dealing in her sole
and separate property

Date: _____

Date: _____

Corporation

ATTEST:

Assistant Secretary

By _____

Date: _____


STATE OF NEW MEXICO

℥

COUNTY OF LEA

℥

The foregoing instrument was acknowledged before me this 19th
day of August, 1964, by June D. Speight, dealing in her
sole and separate property.


Notary Public

My Commission Expires:
Jan. 27, 1965

STATE OF _____

℥

COUNTY OF _____

℥

The foregoing instrument was acknowledged before me this _____
day of _____, 1964, by _____,
_____ of _____, a
_____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: Aug. 10, 1964

Ernest A. Hanson

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by Ernest A. Hanson

My Commission Expires:
MY COMMISSION EXPIRES FEBRUARY 28 1966

Emerson B. Lockman
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this ____ day of _____, 1964, by _____, _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER

SOUTH PENROSE SKELLY UNIT

LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

CARPER DRILLING COMPANY, INC.

John Reardon
Assistant Secretary
Date: Aug 11, 1964

By Marshall Rowley
Marshall Rowley, Exec. Vice-Pres.

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF New Mexico Y
COUNTY OF Eddy Y

The foregoing instrument was acknowledged before me this 11th day of August, 1964, by Marshall Rowley, Exec. Vice-Pres., _____ of CARPER DRILLING COMPANY, INC., a New Mexico corporation, on behalf of said corporation.

My Commission Expires: 10-6-67

Robert E. Baling
Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: _____

Date: _____

Corporation

ATTEST:

NORTH CENTRAL OIL CORPORATION

ARCHIE E. GROFF Assistant Secretary
Date: August 10, 1964

By John P. Wemple
JOHN P. WEMPLE VICE PRESIDENT

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____.

My Commission Expires: _____

Notary Public

STATE OF TEXAS X

COUNTY OF HARRIS X

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by JOHN P. WEMPLE, VICE PRESIDENT of NORTH CENTRAL OIL CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: _____

Agnes T. Lacey
Notary Public

AGNES T. LACEY

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1965

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Russell Hardyman
Asst. Cashier

Albuquerque National Bank, Testamentary
Trustee of F. A. Andrews, deceased

By *Ralph E. Becker*
Trust Officer

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF New Mexico X

COUNTY OF Bernalillo X

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Ralph E. Becker, Trust Officer of Albuquerque National Bank, a national banking corporation on behalf of said corporation.

My Commission Expires: Aug 12, 1966

Marie Jorio

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Quinnabel Handysman
Asst. Cashier

Albuquerque National Bank, Executor of
Estate of Fred Luthy
By Ralph E. Becker
Trust Officer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF New Mexico
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Ralph E. Becker, Trust Officer of Albuquerque National Bank, a National Banking corporation on behalf of said corporation.

My Commission Expires: _____

Aug. 12, 1966

Marie Dorio
Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James R. Anderson JRA
Joan K. Anderson JKA
Noelle M. Anderson NMA
Joseph J. Anderson
C. Robert Anderson CRA

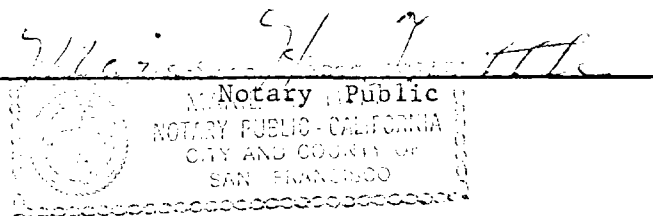
STATE OF California X
CITY & San Francisco X
COUNTY OF San Francisco X

The foregoing instrument was acknowledged before me this 30th day of

June, 1964, by James R. Anderson, Joan K. Anderson,
Noelle M. Anderson, Joseph J. Anderson and C. Robert Anderson

My Commission Expires:
December 16, 1966

STATE OF _____ X
COUNTY OF _____ X



The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

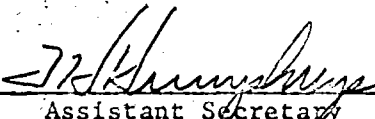
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

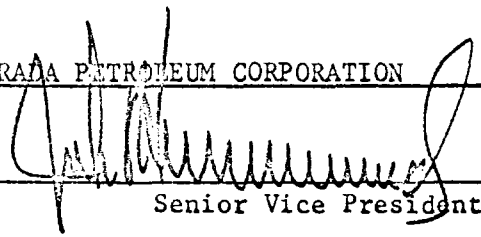
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:


Assistant Secretary

AMERADA PETROLEUM CORPORATION
By 
Senior Vice President

STATE OF _____
COUNTY OF _____

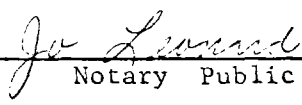
The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

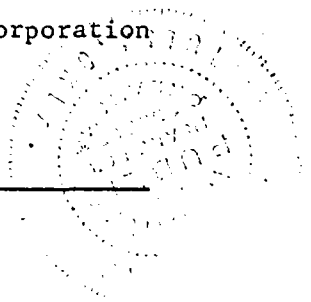
My Commission Expires: _____
Notary Public

STATE OF OKLAHOMA
COUNTY OF TULSA

The foregoing instrument was acknowledged before me this 20th day of August, 1964, by John P. Hammond, Senior Vice President of AMERADA PETROLEUM CORPORATION, a Delaware corporation on behalf of said corporation.

My Commission Expires: September 2, 1965


Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James R. Anderson JRA
Joan K. Anderson JKA
Wesley M. Anderson WMA
Joseph J. Anderson
C. Robert Anderson CRA

STATE OF California X
CITY & San Francisco X
COUNTY OF San Francisco X

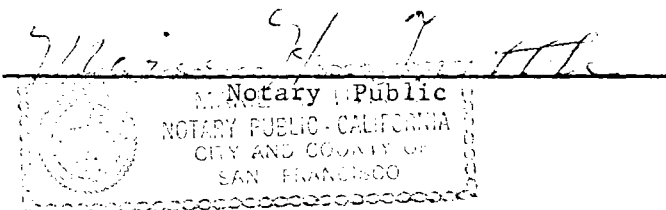
The foregoing instrument was acknowledged before me this 30th day of

June, 1964, by James R. Anderson, Joan K. Anderson,

Wesley M. Anderson, Joseph J. Anderson and C. Robert Anderson

My Commission Expires:
December 16, 1966

STATE OF _____ X
COUNTY OF _____ X



The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Selma E. Andrews

STATE OF California X
COUNTY OF Los Angeles X

The foregoing instrument was acknowledged before me this 19 th day of August, 1964, by Selma E. Andrews

My Commission Expires:
My Commission Expires January 7, 1967

[Signature]
Notary Public
CELINDA PARTIDOSE
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

for Nathan Appelman
for Janet G. Appelman

STATE OF New York X
COUNTY OF New York X

The foregoing instrument was acknowledged before me this 23 day of June, 1964, by Nathan Appelman and Janet G. Appelman

My Commission Expires: _____

AARON T. GERBER
Notary Public, State of New York
No. 41-1408150
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1964

Aaron T. Gerber
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Elizabeth M Armstrong
Ob Armstrong

STATE OF TEXAS ☒
COUNTY OF TARRANT ☒

The foregoing instrument was acknowledged before me this 22nd day of JULY, 1964, by Elizabeth M. Armstrong and
John Richard C. C. Armstrong

My Commission Expires:

March 1, 1965

Blanche P. Pochel

Notary Public Tarrant County, Texas

STATE OF _____ ☒
COUNTY OF _____ ☒

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Mary C. Lrayer
Assistant Secretary

THE ATLANTIC REFINING COMPANY

By H. C. Harris, Jr.
Assistant Vice President

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 17th day of August, 1964, by H. C. Harris, Jr., Assistant Vice President of THE ATLANTIC REFINING COMPANY, a Pennsylvania corporation, on behalf of said corporation.

My Commission Expires:
June 1, 1965

Holly Mae Tippet
Notary Public
HOLLY MAE TIPPETT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Olga M. Atwood

STATE OF New Mexico Y
COUNTY OF Chaves Y

The foregoing instrument was acknowledged before me this 7th day of July, 1964, by OLGA M. ATWOOD, a widow

My Commission Expires:
8 March 1968

Sanctus L. Ruck
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

V. P. Baker
Zella D. Baker

STATE OF CALIFORNIA X
COUNTY OF ORANGE X

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by V. P. Baker and Zella D. Baker, husband and wife

My Commission Expires:
June 18, 1966

Charlotte A. Huntington
Notary Public
Charlotte A. Huntington

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

R M Barron
R M Barron Box 182- Midland Texas
Lucille C. Barron
Lucille C Barron - Box 182 Midland Texas

STATE OF TEXAS
COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by R M Barron and Lucille C Barron,
husband and wife

My Commission Expires:
June 1st 1965

Louise Miller
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Roy G. Barton
Opal Barton

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 5th day of September, 1964, by Roy G. Barton and Opal Barton, his wife

My Commission Expires:
My Commission Expires Dec. 8, 1967

Thomas R. [Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ESTATE OF WILMA O. BASS
Independent Executors

Harry W. Bass, Jr.

Richard D. Bass

Harry W. Bass

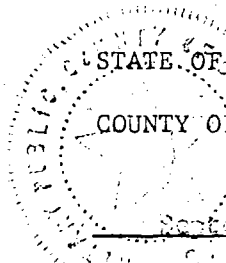
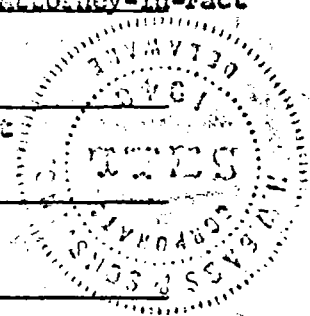
By H. W. Bass & Sons, Inc. his Attorney-in-Fact

By: W. H. Neely

W. H. Neely, Vice President

By: A. B. Kelly

A. B. Kelly, Secretary



STATE OF Texas Y
COUNTY OF Dallas Y

The foregoing instrument was acknowledged before me this 16th day of September, 1964, by Harry W. Bass, Jr. and Richard D. Bass, Independent Executors of the Estate of Wilma O. Bass

My Commission Expires:
6-1-65

Notary Public

STATE OF Texas Y
COUNTY OF Dallas Y

The foregoing instrument was acknowledged before me this 16th day of September, 1964, by W. H. Neely, Vice President of H. W. Bass & Sons, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires:
6-1-65

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Charles Francis Bedford

STATE OF TEXAS Y
COUNTY OF TARRANT Y

The foregoing instrument was acknowledged before me this 24 day of June, 1964, by C. F. Bedford

My Commission Expires:
6-1-65

Thora Prater THORA PRATER
Notary Public

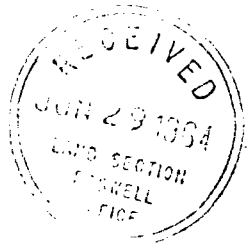
STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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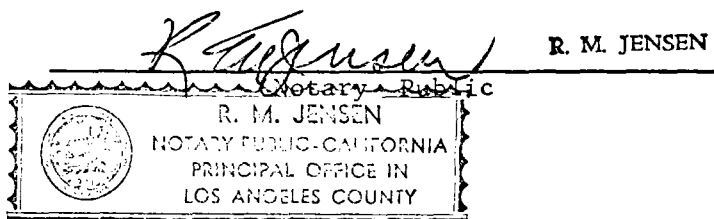
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Edwin M. Bedford
Helen L. Bedford

STATE OF California X
COUNTY OF Los Angeles X

The foregoing instrument was acknowledged before me this 24 day of June, 1964, by Edwin M. Bedford and Helen L. Bedford his wife

My Commission Expires:
My Commission Expires February 15, 1965



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



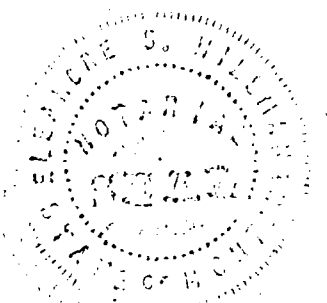
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Henry de Graffenried Bedford



STATE OF Montana
COUNTY OF Missoula

The foregoing instrument was acknowledged before me this 6 day of July, 1964, by Henry de Graffenried Bedford
Kingman

My Commission Expires:
April 3, 1966.

Eleanor S. Hillman
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Helen Culp Blagen
Gerald H. Blagen

STATE OF California X

COUNTY OF Santa Cruz X

The foregoing instrument was acknowledged before me this 31 day of

August, 1964, by Helen Culp Blagen &
Gerald H. Blagen

My Commission Expires:

June 27, 1965

Hugh R. Brown Jr.

Notary Public
HUGH R. BROWN, JR., Notary Public,
State of California - Principal Office, Santa Cruz County
My Commission Expires June 27, 1965
P. O. Box 81, Aptos, Calif.

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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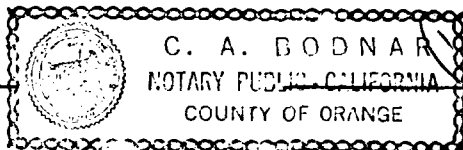
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Rachel Bedford Bowen, widow

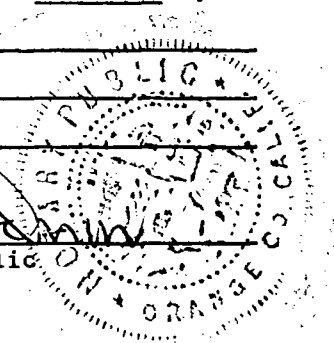
STATE OF California X
COUNTY OF Orange X

The foregoing instrument was acknowledged before me this 25th day of June, 1964, by Rachel Bedford Bowen, widow

My Commission Expires
Sept 27 1966



C A Bodnar
Notary Public



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Durwood H. Bradley
Evelyn R. Bradley

STATE OF Texas Y

COUNTY OF Lubbock Y

The foregoing instrument was acknowledged before me this 23rd day of

June, 1964, by Durwood H. Bradley ~~xxxxhiswifexxx~~

and his wife, Evelyn R. B. radley

My Commission Expires:

June 1, 1965

Reese W. Fonville
Notary Public

in and for Lubbock, County, Texas

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Fred Brennan

Laura E. Brennan

STATE OF NEW MEXICO Y
COUNTY OF CHAVES Y

The foregoing instrument was acknowledged before me this 25th day of June, 1964, by Laura E. Brennan and husband, Fred Brennan

My Commission Expires: 10-8-65

L. B. Parker
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

BROSECO CORPORATION

BY: John P. M. Laughlin
Vice President

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Fred Brennan

Laura E. Brennan

STATE OF NEW MEXICO)

COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 25th day of June, 1964, by Laura E. Brennan and husband, Fred Brennan

My Commission Expires:

10-8-65

R. D. Parker
Notary Public

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

BROSECO CORPORATION

BY: John P. McNaughton
Vice President

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas X

COUNTY OF Tarrant X

The foregoing instrument was acknowledged before me this 1 day of July, 1964, by John P. McNaughton, Vice President of Broseco Corporation, a Maryland corporation on behalf of said corporation.

My Commission Expires: June 1, 1965

Notary Public

Jeanne S. Hunter
JEANNE S. HUNTER, Notary Public
In & For Tarrant County, Texas

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

x Clara Louise Brown (Single)

STATE OF Florida X
COUNTY OF Pinellas X

The foregoing instrument was acknowledged before me this 24th day of July, 1964, by _____

My Commission Expires: _____

Barbara A. Zwick
Notary Public

NOTARY PUBLIC STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 14, 1967
BONDED THROUGH FRED W. DIESELHORST

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Constance E. Byers
Constance E. Byers, a widow.

STATE OF TEXAS X
COUNTY OF TRAVIS X

The foregoing instrument was acknowledged before me this 21st day of August, 1964, by Constance E. Byers, a widow.

My Commission Expires:
June 1, 1965

Lynwood Mark Rhodes
Notary Public in and for
Travis County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

CALIFORNIA OIL COMPANY

By

V. L. Taylor
Attorney-in-Fact

By

H. L. Smith
Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 16th day of September, 1964, by V. L. Taylor and H. L. Smith, Attorneys-in-Fact for California Oil Company, a California Corporation, on behalf of said corporation.

BARBARA ROBERTSON

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1965

Barbara Robertson
Notary Public

_____, 196____, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

2
2-17

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

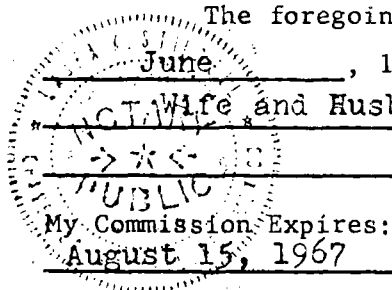
The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Hazel D. Carrigan Wife
Paul Carrigan Husband

STATE OF New Mexico)
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Hazel D. Carrigan and Paul Carrigan
Wife and Husband



Laura K. Stilwell
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Anderson Carter
Gerldine Carter

STATE OF NEW MEXICO X

COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 22nd day of February, 1965, by Anderson Carter and Gerldine Carter, his wife

My Commission Expires:
August 29, 1966

Betty A. Kaiser
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Effie Carter

STATE OF NEW MEXICO Y
COUNTY OF LEA Y

The foregoing instrument was acknowledged before me this 22nd day of February, 1965, by Effie Carter, a widow

My Commission Expires:
August 29, 1966

Betty A. Kaiser
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Powhatan Carter Jr.
Beverly T. Carter

STATE OF New Mexico X
COUNTY OF De Baca X

The foregoing instrument was acknowledged before me this 1st day of March, 1965, by Powhatan Carter Jr and Beverly T. Carter, his wife

My Commission Expires:
December 26, 1966

R. E. Leonard
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

CHAMPLIN OIL & REFINING CO.

By

Ira H. Stein

Vice President

ATTEST

S. P. Champlin
Assistant Secretary

APPROVED	
D.V.	
REC'D	
FILED	
CLERK	
RECEIVED	

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS
COUNTY OF HOUSTON

The foregoing instrument was acknowledged before me this 25 day of June, 1964, by IRA H. STEIN, Vice President of CHAMPLIN OIL & REFINING CO., a DELAWARE corporation on behalf of said corporation.

My Commission Expires: _____

SALLY DUNIGAN
NOTARY PUBLIC
TARRANT COUNTY TEXAS
MY COMMISSION EXPIRES JUNE 1, 1965

Sally Dunigan
Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

JCB Joyce Christmas Brown

BAC, Jr. B.A. Christmas, Jr.
Joint Executors under Will of Annie L.
Christmas, Deceased

STATE OF New Mexico X

COUNTY OF Dona Ana X

The foregoing instrument was acknowledged before me this 30 day of

July, 1964, by Joyce Christmas Brown, Executor under Will of
Annie L. Christmas, Deceased

My Commission Expires:

10-30-67

Lois Ann E. Beckwith
Notary Public

STATE OF New Mexico X

COUNTY OF Colfax X

The foregoing instrument was acknowledged before me this 6th day of

August, 1964, by B.A. Christmas, Jr., Executor under Will of Annie L.
Christmas, Deceased, & XXXXXXXXXXXXXXXXXXXX

My Commission Expires:

My Commission Expires January 20, 1968.

Doris Mutton
Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

RECEIVED

MAR 19 1965

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

The Chase Manhattan Bank is executing this Transfer Order of Division Order (1) as holder of the Notes of the below-named Purchasers of the Argo Production Payment herein below described, which Notes are secured by that certain Mortgage and Deed of Trust and Assignment of Production dated December 15, 1961 from said Purchasers to Wm. B. Bateman, Trustee, and The Chase Manhattan Bank and (2) as assignee and pledgee of production and the proceeds thereof. The Argo Production Payment was excepted by Argo Oil Corporation in Part I of that certain Conveyance dated December 15, 1961 from Argo Oil Corporation (Part I being a transfer of certain oil and gas properties to The Atlantic Refining Company) and fractional undivided interests in the Argo Production Payment were conveyed in Part II of said Conveyance to the Purchasers, namely, The Wemac Company, Mon-Dak Oil Corporation, Salem Oil Corporation and East Wall Street Corporation.

It is understood that this execution of the Transfer Order or Division Order by The Chase Manhattan Bank is without recourse on any representation, warranty or indemnity of title, express or implied.

ATTEST:

THE CHASE MANHATTAN BANK,

[Signature]
Assistant Treasurer
Assistant Vice President

By [Signature]
Assistant Treasurer
Assistant Vice President

The foregoing instrument was acknowledged before me this 6 day of July, 1964, by N.T. Phillips, Assistant Vice President of The Chase Manhattan Bank, a corporation on behalf of said corporation.

My Commission Expires:

[Signature]
Notary Public

IMELDA CLENNAN
Notary Public, State of New York
No. 41-0661675
Qualified in Lea County
Certificate filed in New York County
Term Expires March 30, 1965

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

CITIES SERVICE OIL COMPANY

By Mark F. Payton
Mark F. Payton, Attorney-in-Fact

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON)

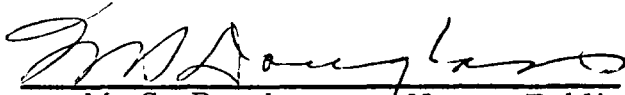
SS

Attorney-in-Fact

On this 27th day of July, 1964 before me personally appeared Mark F. Payton, to me known to be the person who executed the foregoing instrument as Attorney-in-Fact in behalf of Cities Service Oil Company, and acknowledged that he executed the same as the free act and deed of said Cities Service Oil Company.

My Commission Expires:

March 10, 1968


M. S. Douglass, Notary Public

STATE OF _____)
COUNTY OF _____)

SS

Corporation

On this the _____ day of _____, 1964 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 the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

SS

Individual

On this _____ day of _____, 1964 before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bert H. Clifton

Mollie M. Clifton

STATE OF Kansas Y

COUNTY OF Sedgwick Y

The foregoing instrument was acknowledged before me this 29th day of June, 1964, by Bert H Clifton and Mollie M. Clifton

Husband and wife

My Commission Expires:
7-24-64

Lucretta Wedin
Notary Public

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

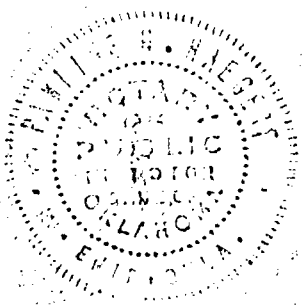
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Jesse W. Clifton

Gladys Clifton (Wife)



STATE OF Oklahoma X
COUNTY OF Garfield X

The foregoing instrument was acknowledged before me this 9th day of July, 1964, by Jesse W. Clifton and Gladys Clifton, husband and wife

My Commission Expires:
12/12/65

Pauline G. Haegert
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs. Luellen Clifton (Widow)

STATE OF Oklahoma)
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 29th day of June, 1964, by Mrs. Luellen Clifton, a widow

My Commission Expires:
August 16, 1965

Sue Peterson
Notary Public

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Beverly H. Coiner.

Beverly H. Coiner

Constance M. Coiner

Constance M. Coiner

STATE OF Texas X

COUNTY OF Bexar X

The foregoing instrument was acknowledged before me this 23 day of

June, 1964, by Beverly H. Coiner and Constance M.

Coiner, his wife

My Commission Expires:

Notary Public, Texas
Notary Public, Texas
Notary Public, Texas

[Signature]
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lillian H. Coll

Lillian H. Coll, Individually and as
Executrix and Trustee Under the Last Will
and Testament of M. W. Coll, Deceased

STATE OF NEW MEXICO X

COUNTY OF CHANDLER X

The foregoing instrument was acknowledged before me this 25th day of May, 1965, by Lillian H. Coll, Individually and as Executrix
and Trustee under the Last Will and Testament of M. W. Coll, deceased

My Commission Expires:

March 17, 1968

Betty S. Spina

Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Gordon M. Cone

Gordon M. Cone

Kathleen Cone

Kathleen Cone, wife of Gordon M. Cone

STATE OF NEW MEXICO

COUNTY OF LEA

The foregoing instrument was acknowledged before me this 4th day of July, 1964, by Gordon M. Cone and wife Kathleen Cone

My Commission Expires:
April 23, 1966.

Mary Stuebel
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

R. L. Adams
CONTINENTAL OIL COMPANY ATTORNEY IN FACT

FORM APPROVED

W. L. H.
ATTORNEY OC

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

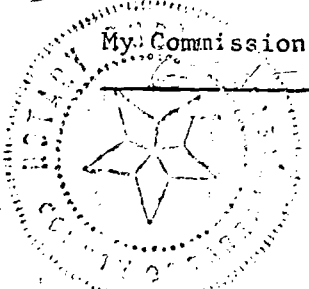
STATE OF Texas X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 7th day of July, 1964, by R. L. ADAMS, ATTORNEY IN FACT of CONTINENTAL OIL COMPANY, a Delaware corporation on behalf of said corporation.

My Commission Expires: 6-30-65

[Signature]
Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

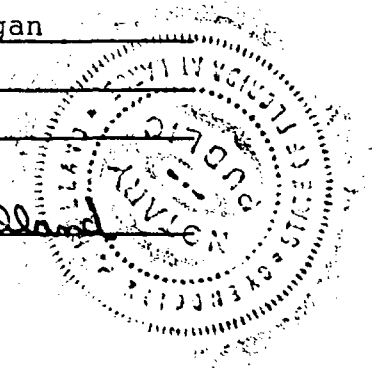
Hugh Corrigan, III
Ann U. Corrigan

STATE OF FLORIDA X
COUNTY OF INDIAN RIVER X

The foregoing instrument was acknowledged before me this 2nd day of September, 1964, by Hugh Corrigan III and Ann U. Corrigan

My Commission Expires:
March 12, 1966

Sumedha P. Holland
Notary Public



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

I. Pat Corrigan
Patricia P. Corrigan

STATE OF FLORIDA X
COUNTY OF INDIAN RIVER X

The foregoing instrument was acknowledged before me this 2nd day of September, 1964, by I. Pat Corrigan and Patricia P. Corrigan

My Commission Expires:
March 12, 1966

Ismael delgado P. Shulland
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

D. W. Cotton
Jerelyn W. Cotton

STATE OF OKLAHOMA X
COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 3rd day of August, 1964, by D. W. Cotton and Jerelyn W. Cotton, husband and wife

My Commission Expires:
March 25, 1966

Mary Kay Lilly
Notary Public

STATE OF OKLAHOMA X
COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Wayne Crowden
Mrs. Wayne Crowden

STATE OF N.M. X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 12 day of July, 1967, by Wayne Crowden and his wife Mrs. Wayne Crowden

My Commission Expires:
MY COMMISSION EXPIRES
JULY 25, 1967

[Signature]
Notary Public

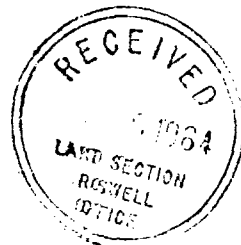
STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Wright E. Cowden

STATE OF TEXAS X

COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 6th day of October, 1964, by Wright E. Cowden.

My Commission Expires:
June 1, 1965

Velma Flannery (Velma Flannery)
Notary Public in and for
Midland County, Texas

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Herman R. Crick

Lucille W. Crick

STATE OF Arizona Y

COUNTY OF Maricopa Y

The foregoing instrument was acknowledged before me this 4th day of January, 1965, by Herman R. Crick and Lucille W. Crick his wife

My Commission Expires:

Jan 21, 1968

Mary C. Roberts
Notary Public

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Billie June Grizzell Crow
James P. Crow

STATE OF Arkansas X

COUNTY OF Sebastian X

The foregoing instrument was acknowledged before me this 31 day of
July, 1964, by Billie June Grizzell Crow
James P. Crow

My Commission Expires:
March 17, 1965

Anne Irene
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Harriet G. Culp, a widow

Harriet G. Culp a widow
2755 Webster Street, San Francisco, California
94123

STATE OF California X
City and San Francisco X
COUNTY OF San Francisco X

The foregoing instrument was acknowledged before me this 1st day of October, 1964, by Harriet G. Culp a widow

My Commission Expires:
HERBERT HANLEY
Notary Public in and for the City and County
of San Francisco, State of California
My Commission Expires Mar. 7, 1968

Herbert Hanley
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Max Darks

Helen Darks

STATE OF Oklahoma X
COUNTY OF Oklahoma X

The foregoing instrument was acknowledged before me this 8th day of July, 1964, by Max Darks & Helen Darks, husband and wife

My Commission Expires:

8-21-67

Edwin Thier
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Willard Darks
Alberta Darks

STATE OF Oklahoma X
COUNTY OF Hughes X

The foregoing instrument was acknowledged before me this 28 day of August, 1964, by Willard Darks and Alberta Darks, his wife

My Commission Expires:
Jan. 15, 1966

[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Maud A. Daugherty A. Widow

STATE OF New Mexico X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 7 day of July, 1964, by Maud A. Daugherty

My Commission Expires: _____

Alonso E. Lewis
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Leland Davison
Allie Gayle Davison

STATE OF Lea
COUNTY OF Midland

The foregoing instrument was acknowledged before me this 26th day of June, 1964, by Leland Davison and Allie Gayle Davison

My Commission Expires: 6-1-65

Irene O. Jauz Irene O. Jauz
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Ann L. Larson
Secretary

Defiance Coal Co
By George H. Larson
President

STATE OF New Mexico
COUNTY OF Bernalillo

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by George H. Larson, President of the
Defiance Coal Company, a New Mexico Corporation

My Commission Expires: My Commission Expires Sept. 10, 1967

[Signature]
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

J.D. Ambrose, Secretary

DELTEX ROYALTY COMPANY, INC.

ROGER B. OWINGS, PRES.

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 24 day of June, 1964, by Roger B. Owings, President of Deltex Royalty Company, Inc., a Delaware corporation on behalf of said corporation.

My Commission Expires: June 1, 1965

Notary Public Eunice R. Craft

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Alvin C. Downes

STATE OF Arizona X

COUNTY OF Yuma X

The foregoing instrument was acknowledged before me this 28 day of December, 1964, by Alvin C. Downes, A Single Man

My Commission Expires:
April 12, 1968

Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Kenneth Neal Brown
Single Man

STATE OF Colorado X
COUNTY OF La Plata X

The foregoing instrument was acknowledged before me this 30th day of June, 1964, by Kenneth Neal Brown

My Commission Expires: _____
My Commission Expires: _____

Betty L. Johnson
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bess Yearwood, Trustee for
Rose Eaves Trust

STATE OF NEW MEXICO X

COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by Bess Yearwood, Trustee for Rose Eaves Trust

My Commission Expires:
May 3, 1967

[Signature]
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

A. N. Etz
Bonnie R. Etz

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 20 day of June, 1964, by A. N. Etz and Bonnie R. Etz, his wife

My Commission Expires:
November 24, 1964

T. J. Jackson
T. J. Jackson Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

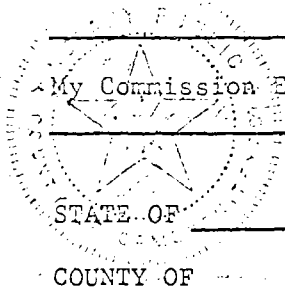
The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

George E. Felt
Olivia W. Felt
8

STATE OF Texas
COUNTY OF Cameron

The foregoing instrument was acknowledged before me this 10th day of July, 1964, by George E. Felt and Olivia W. Felt (his wife)



My Commission Expires: _____

Edna M. Thornton
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MARION STEPHENS, MAYOR

TROY E. GLADDEN,

JOE E. STANDEFER

ROBERT P. WALLACE

AUBREY B. WILLIAMS

STATE OF NEW MEXICO

COUNTY OF LEA

WILLIAM S. COTTRELL

ROBERT SHIELDS,

F. F. HARDISON

D. F. KEEL

The foregoing instrument was acknowledged before me this 27th day of September, 1964, by TROY E. GLADDEN, JOE E. STANDEFER, ROBERT P. WALLACE, AUBREY B. WILLIAMS, WILLIAM S. COTTRELL, ROBERT SHIELDS, F. F. HARDISON, AND D. F. KEEL, ALDERMAN FOR THE CITY OF TUNICE, NEW MEXICO.

My Commission Expires: SEP 27 1965

Notary Public

STATE OF NEW MEXICO

COUNTY OF LEA

The foregoing instrument was acknowledged before me this 27th day of September, 1964, by MARION STEPHENS, MAYOR of THE CITY OF TUNICE, a MUNICIPAL corporation on behalf of said corporation.

My Commission Expires: SEP 27 1965

Notary Public

THOMAS REED, CITY CLERK

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

FELMONT OIL CORPORATION

ATTEST:

William H. Hargis
Assistant Secretary

Ray A. Hugos
Ray A. Hugos
Manager, Western Division

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Ray A. Hugos, Manager, Western Division of
Felmont Oil Corporation, a corporation on behalf of said corporation.

My Commission Expires:
June 1, 1965

Noeda Brewer
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

FIRST TRUST COMPANY OF SAINT PAUL

By [Signature]
as Trustee for Grace D. Gale

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

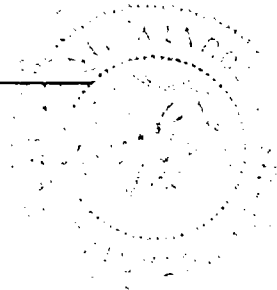
STATE OF Nebraska
COUNTY OF Lincoln

The foregoing instrument was acknowledged before me this 20th day of April, 1964, by William Thomas, President of First Trust Company of Saint Paul, a Minnesota corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

JEAN THOMAS
Notary Public, Nebraska Commission
No. 123456789



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

FIRST TRUST COMPANY OF SAINT PAUL

By [Signature]
as Trustee for B. T. Gale

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me this 21st day of August, 1964, by Paul H. Thompson, President of First Trust Company of Saint Paul, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

JOHN THOMPSON
Notary Public, Ramsey County, Minn.
My Comm. Expires August 1964.

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary D. Fleming Walsh (MDFW)
Individually
Wm. FLEMING ESTATE
By Bessie M. Fleming
By Mary D. Fleming Walsh
By Richard F. Walsh
By Harry C. Weeks
All Independent Executors of the Estate of
Wm. Fleming, Deceased
Bessie M. Fleming (BMF)
Individually

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 20th day of October, 1964, by Mary D. Fleming Walsh, Individually, and Mary D. Fleming Walsh and Richard F. Walsh in the capacity stated.

My Commission Expires:

June 1, 1965

Geo. S. Williams
Notary Public Geo. S. Williams

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 20th day of October, 1964, by Bessie M. Fleming, Individually; and xx Bessie M. Fleming and Harry C. Weeks, x in the capacity xxxxxx stated.

My Commission Expires:

June 1, 1965

Frances Crow
Notary Public Frances Crow

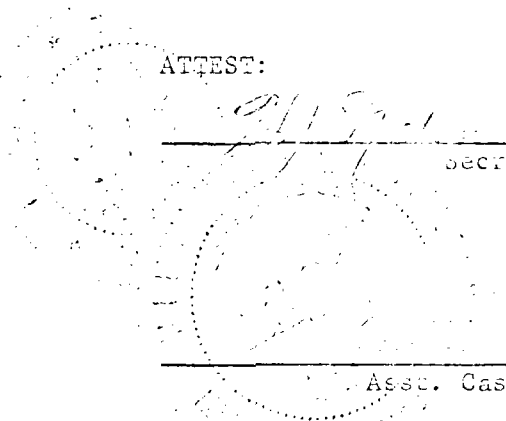
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:



Secretary

THE FLUOR CORPORATION, Ltd.

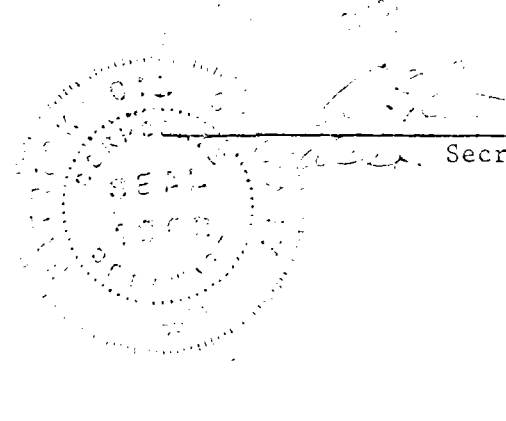
By: 

President

THE CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By: 

Vice President



Asst. Cashier

PATRICK OIL COMPANY

By: 

VICE PRESIDENT

Secretary

STATE OF CALIFORNIA X

COUNTY OF LOS ANGELES X

BEFORE ME, Vanda M. Paterson, a Notary Public in and for said County and State, on this day personally appeared J. R. Fluor, President of THE FLUOR CORPORATION, LTD., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said corporation and that he executed the same as the act of said corporation for the purposes and considerations therein expressed.

Given Under My Hand and Seal of Office, This 23rd day of June, 1964.

Vanda M. Paterson
Notary Public

VANDA M. PATERSON
My Commission Expires June 2, 1967

STATE OF ILLINOIS X

COUNTY OF COOK X

BEFORE ME, Leannette L. Lisinski, a Notary Public, on this day personally appeared Eugene W. Harkins Jr., known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said association.

Given under my hand and seal of office, this 1st day of July, 1964.

Leannette L. Lisinski
Notary Public

MY COMMISSION EXPIRES
MARCH 16, 1968

STATE OF NEW YORK X

COUNTY OF NEW YORK X

BEFORE ME, MARY G. BROWN, a Notary Public, on this day personally appeared F. L. HEYES, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the VICE President of PATRICK OIL COMPANY, a Delaware Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

Given under my hand and seal of office, this 7th day of July, 1964.

Mary G. Brown
Notary Public

MARY G. BROWN
NOTARY PUBLIC, State of New York
No. 43-5432005
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1968

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

L. W. Fristoe

Francis C. Fristoe

STATE OF New Mexico Y
COUNTY OF Lea Y

The foregoing instrument was acknowledged before me this 14th day of

April, 1965, by _____

L. W. Fristoe and Francis C. Fristoe, his wife

My Commission Expires:

October 23, 1968

Harriet B. Burt
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Eunice Cone Gibson

Eunice Cone Gibson

H. M. Gibson, Jr.

H. M. Gibson, Jr.

STATE OF Texas Y

COUNTY OF El Paso Y

The foregoing instrument was acknowledged before me this 12 day of August, 1964, by Eunice Cone Gibson at vir H. M. Gibson, Jr.

My Commission Expires:

June 1, 1965

Leon Feldt - LEON FELDT
Notary Public IN AND FOR
EL PASO COUNTY TEXAS

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

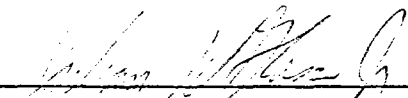
Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

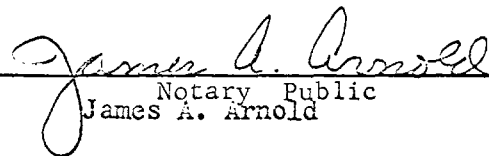


Julian W. Glass, Jr., Trustee under the
Will of J. Wood Glass

STATE OF OKLAHOMA X
COUNTY OF NOBLES X

The foregoing instrument was acknowledged before me this 3rd day of July, 1964, by Julian W. Glass, Jr., Trustee under the Will of J. Wood Glass

My Commission Expires:
January 11, 1963



Notary Public
James A. Arnold

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof. .

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:


Assistant Secretary

GRARIDGE CORPORATION

By:


Senior Vice President

APPROVED
AS TO FORM

AS TO CONTENT

AS TO INTEREST

ADMINISTRATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____


Notary Public

STATE OF TEXAS

COUNTY OF STEPHENS

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by R. L. Elliott, Senior Vice President of Graridge Corporation, a Texas corporation on behalf of said corporation.

My Commission Expires: 6-1-68


Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

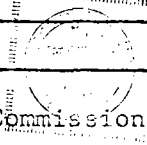
The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

C. G. Gray
Clive A. Gray

STATE OF California X
COUNTY OF Santa Barbara X

The foregoing instrument was acknowledged before me this 23 day of June, 1964, by C. G. Gray and Clive A. Gray, his wife


My Commission Expires August 30, 1965

[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

My Commission Expires August 30, 1965

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Oliver A. Gray
Oliver A. Gray

STATE OF California ✓
COUNTY OF Santa Barbara ✓

The foregoing instrument was acknowledged before me this 27 day of June, 1964, by Oliver A. Gray and O. G. Gray, her husband

My Commission Expires: _____

Notary Public

STATE OF _____ ✓
COUNTY OF _____ ✓

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

8-1-67

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature]

STATE OF N.M. X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 8th day of August, 1964, by Lyle Greenwood

My Commission Expires:
4-15-1968

[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Oscar L. Grimes
Philo W. Grimes
As Agents and As Trustees of the C. W. Grimes, Trust

STATE OF OKLAHOMA X
COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 13th day of January, 1964, by Oscar L. Grimes and Philo W. Grimes, As Agents and As Trustees of the C. W. Grimes Trust

My Commission Expires:
March 26, 1967

Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ione M. Grizzell - widow

STATE OF New Mexico X
 X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 16th day of July, 1964, by Ione M. Grizzell, widow

My Commission Expires:
July 11, 1967

John F. Russell
Notary Public

STATE OF _____ X
 X
COUNTY OF _____ X

The foregoing-instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

G.T. Hall

Florence Hall

STATE OF TEXAS

COUNTY OF HOLMES

The foregoing instrument was acknowledged before me this 23rd day of

June, 1964, by G. T. Hall and wife. Florence Hall

My Commission Expires:

June 1, 1965

John Burnett
Notary Public in and for
HOLMES COUNTY, TEXAS

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

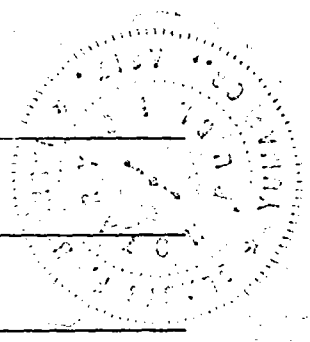


The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. W. Hanson
Elaine M. Hanson



STATE OF Arizona
COUNTY OF Yuma

The foregoing instrument was acknowledged before me this 8 day of October, 1964, by J. W. Hanson and Elaine M. Hanson

My Commission Expires:
My Commission Expires March 21, 1968

Gladys J. Branski
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

10-15-64
10-15-64

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Jerome T. Hanners
Jerome T. Hanners, Administrator
W/W/A of Estate of G. T. Hanners

Mary E. Hanners
Jerome T. Hanners

STATE OF NEW MEXICO
COUNTY OF LEA

The foregoing instrument was acknowledged before me this 11th day of March, 1965, by Jerome T. Hanners, Administrator W/W/A of Estate of G. T. Hanners, Mary E. Hanners, and Jerome T. Hanners, individually.

My Commission Expires:
June 9, 1965

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Vera L. Hartley
Earl E. Hartley

STATE OF New Mexico
COUNTY OF Lea

The foregoing instrument was acknowledged before me this 22nd day of August, 1964, by Vera L. Hartley, residing in her
separate property, and Earl E. Hartley, her husband

My Commission Expires: 1965

Lucy M. Gonzalez
Notary Public

STATE OF New Mexico
COUNTY OF Lea

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. B. Headley

STATE OF NEW MEXICO X

COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 14th day of August, 1964, by J. B. Headley

My Commission Expires: 2-28-65

L. B. Headley
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Goldie Holder (Widow)
Goldie Holder, (Widow)

STATE OF OKLAHOMA X
COUNTY OF STEPHENS X

The foregoing instrument was acknowledged before me this 30th day of June, 1964, by Goldie Holder, a widow

Notary Public
My Commission Expires:
April 11, 1965

[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Creed Taylor Huddleston Jr
Jane M. Huddleston

STATE OF Oklahoma X
X
COUNTY OF Oklahoma X

The foregoing instrument was acknowledged before me this 22nd day of August, 1964, by Creed Taylor Huddleston and Jane M. Huddleston
Husband and Wife

My Commission Expires: Oct 7 1967

Jane M. Huddleston
Notary Public

STATE OF _____ X
X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

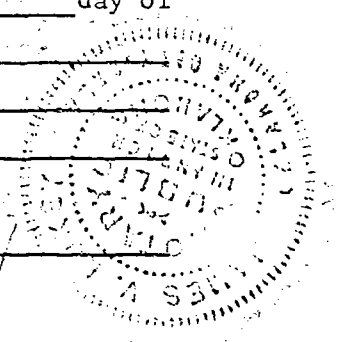
[Signature]

STATE OF Utah X
COUNTY OF Garfield X

The foregoing instrument was acknowledged before me this 24th day of July, 1964, by Roberta Haddleton, a

My Commission Expires: July 9, 1966

[Signature]
Notary Public



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Pauline Huddleston Ilgenfritz

STATE OF LOUISIANA X
COUNTY OF CADDO X

The foregoing instrument was acknowledged before me this 11TH day of AUGUST, 1964, by PAULINE HUDDLESTON ILGENFRITZ

My Commission Expires: _____

Betty R. McDaniel
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mattie H. James

STATE OF New Mexico

COUNTY OF Lea

The foregoing instrument was acknowledged before me this 12th day of +, 1964, by Mattie H. James

My Commission Expires:

April 29th 1968

Ilda J. Foreman
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Frances Smyrl Jennings
JOHN JENNINGS

STATE OF NEW MEXICO X
COUNTY OF SANTA FE X

The foregoing instrument was acknowledged before me this 16th day of October, 1964, by Frances Smyrl Jennings and John Jennings, her husband

My Commission Expires:
August 23, 1967

Louis R. Bachicha
Louis R. Bachicha, Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

100-22
m 24, 37

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Marjorie Cone Kastman
Marjorie Cone Kastman, Guardian of
the Estate of S. E. Cone, an insane
person

STATE OF TEXAS

COUNTY OF LUBBOCK

The foregoing instrument was acknowledged before me this 11th day of April, 1964, by Marjorie Cone Kastman, Guardian of the Estate of S. E. Cone, an insane person.

My Commission Expires: June 1, 1965

Clara M. Smith
Notary Public

STATE OF _____

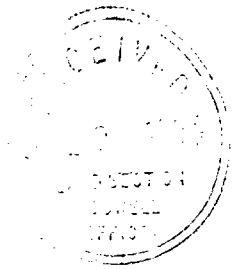
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Roberta Kelley
Roberta Kelley - a feme sole

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 25th day of June, 1964, by Roberta Kelley, a feme sole

My Commission Expires:
1/29/65

Notary Public
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Richard M. Krannawitter

Pauline M. Krannawitter

STATE OF NEW MEXICO ✓

COUNTY OF BERNALILLO ✓

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Richard M. Krannawitter and Pauline M. Krannawitter, his wife,

My Commission Expires:

August 29, 1967

Richard M. Krannawitter
Notary Public

STATE OF NEW MEXICO ✓

COUNTY OF BERNALILLO ✓

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. T. Krueger

STATE OF Texas Y
COUNTY OF Lubbock Y

The foregoing instrument was acknowledged before me this 6 day of August, 1964, by J. T. Krueger

My Commission Expires:
June 1965

J. H. Felton J. H. Felton
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

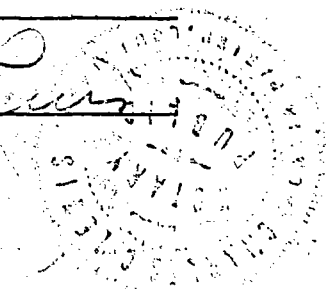
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Percy Lawrence

STATE OF Louisiana X
Parish X
COUNTY OF Acadia X

The foregoing instrument was acknowledged before me this 10th day of August, 1964, by Percy Lawrence

My Commission Expires:
as per

Paul H. Lawrence
Notary Public


STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Dora L. Sanders
✓ Doralea Sanders Bean
✓ Leland L. Fellows
T. T. Sanders, Jr.

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 8th day of July, 1964, by Dora L. Sanders, Doralea Sanders Bean, Leland L. Fellows, and T. T. Sanders, Jr., Trustees of the Estate of L. T. Lewis, deceased

My Commission Expires:
Nov. 19, 1964

Max Charles Juler
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RATIFICATION AND JOINDER OF WORKING INTEREST OWNER
SOUTH PENROSE SKELLY UNIT
LEA COUNTY, NEW MEXICO

The undersigned hereby acknowledges receipt of a copy of the Unit Agreement and Unit Operating Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands situated in Lea County, New Mexico, which agreements were executed by Gulf Oil Corporation on November 22, 1963, and acknowledges that it has read the same and is familiar with the terms and conditions thereof.

The undersigned, also being the owner of certain oil and gas leasehold interests embraced in said Unit Area, as indicated on the Schedule attached to said Unit Agreement as Exhibit "B", does hereby consent thereto and ratify all the terms and provisions thereof, exactly the same as if the undersigned had executed original copies of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth below.

Individual

Date: 5-9-65

Marion M. Leonard

Date: _____

Corporation

ATTEST:

Assistant Secretary
Date: _____

By _____

STATE OF New Mexico Y
COUNTY OF Chaves Y

The foregoing instrument was acknowledged before me this 14th day of May, 1964, by Marion M. Leonard

My Commission Expires: March 1, 1967

Margaret McCutchen
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 1964, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Coy S. Lowe
Billie Ann Lowe

STATE OF Texas X
COUNTY OF Lubbock X

The foregoing instrument was acknowledged before me this 15th day of September, 1964, by Coy S. Lowe and Billie Ann Lowe,
husband and wife

My Commission Expires:
June 1, 1965

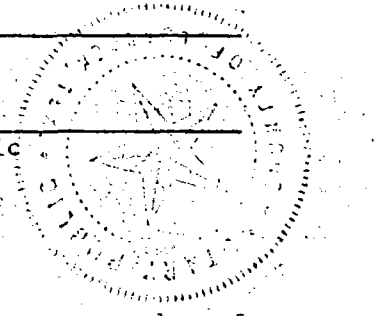
[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

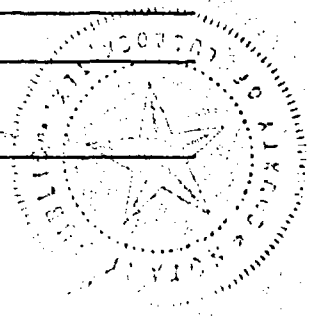
Odell Lowe
Nell Lowe

STATE OF Texas)
COUNTY OF Lubbock)

The foregoing instrument was acknowledged before me this 15th day of September, 1964, by Odell Lowe and Nell Lowe, husband and wife

My Commission Expires:
June 1, 1965

[Signature]
Notary Public



STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Jack Martham
Mary Beane Martham

STATE OF Nevada X
COUNTY OF Clark X

The foregoing instrument was acknowledged before me this 7th day of July, 1964, by Jack Martham and wife
Mary Beane Martham

My Commission Expires: 6-1-65

Margaret R. ...
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MARSHALL & WINSTON, INC.

Sam'l H. Marshall
President

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

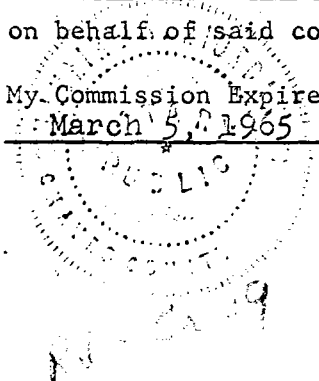
Notary Public

STATE OF New Mexico Y
COUNTY OF Chaves Y

The foregoing instrument was acknowledged before me this 24th day of July, 1964, by Sam'l H. Marshall, President of Marshall & Winston, Inc., a Nevada corporation on behalf of said corporation.

My Commission Expires: March 5, 1965

Maurine M. Radtke
Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Rumney B Mathews Jr
Eula J Mathews

STATE OF NEW MEXICO X
COUNTY OF DONA ANA X

The foregoing instrument was acknowledged before me this 24TH day of JUNE, 1964, by RUMNEY B MATHIEWS JR.
EULA J. MATHIEWS HIS WIFE,

My Commission Expires:
4-9-68

[Signature]
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



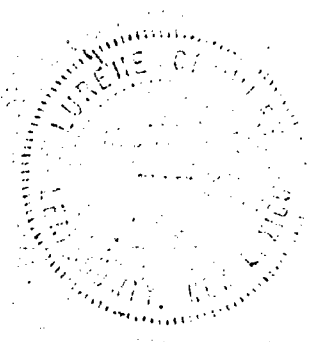
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary Ruth McCrory



STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 22nd day of June, 1964, by Mrs. Mary Ruth McCrory, "a female sole."

My Commission Expires:
May 14, 1968

Mrs. Lurene Crowley
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

M. H. McGrail

STATE OF N. M. Y
COUNTY OF Chaves Y

The foregoing instrument was acknowledged before me this 4th day of June, 1964, by M. H. McGrail

My Commission Expires: _____

Michael J. Thomas
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ruth C. McMahon - wife
Philip J. McMahon - Husband

STATE OF Colorado X
COUNTY OF Denver X

The foregoing instrument was acknowledged before me this 17th day of August, 1964, by Ruth C. McMahon and Philip J. McMahon

My Commission Expires:
My Commission expires July 21, 1967

Donachy D. Dwyer
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary C McNallen

STATE OF Oklahoma X
COUNTY OF Tulsa X

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by Mary C. McNallen (widow)

My Commission Expires: 12-28-67

La Monaca Lewis Myatt
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MIDWEST OIL CORPORATION

ATTEST:

Vice President,

Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires:

Notary Public

STATE OF Colorado

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 21 day of July, 1964, by R. W. Collins, Vice-President of Midwest Oil Corporation, a Nevada corporation on behalf of said corporation.

My Commission Expires:

My Commission expires June 23, 1967

Notary Public

MARY WELCH

RJ- 7.12.14. 9.22.20
35, 37

RECEIVED
JUL 6 1964
LAND SECTION
ROOSEVELT
OFFICE

E. L. Noble
Grace Noble

Harry A. ...
Notary Public

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

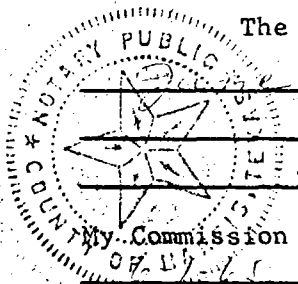
The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Louise O. Mobley
1230 Shadowdale Apt #3
Houston Texas 77043

STATE OF Texas X
COUNTY OF Harris X

The foregoing instrument was acknowledged before me this 25th day of _____, 1964, by Louise O. Mobley



My Commission Expires: _____

Mrs. Ann E. Krouten
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mildred Moore.
a widow

STATE OF OHIO X
COUNTY OF BELMONT X

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Mildred Moore, a widow,

My Commission Expires:

Notary Public State of
My commission has no expiration date
Section 147.03 R.C.

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

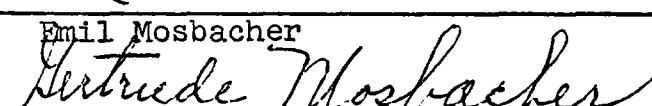
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.


Emil Mosbacher

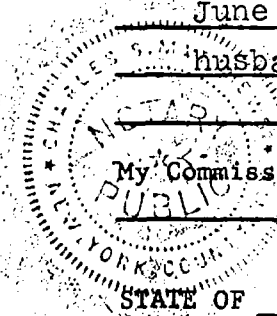

Gertrude Mosbacher

STATE OF NEW YORK ☒

COUNTY OF NEW YORK ☒

The foregoing instrument was acknowledged before me this 26th day of June, 1964, by Emil Mosbacher and Gertrude Mosbacher,
husband and wife.

My Commission Expires:

 **CHARLES S. MATTHEWS**
Notary Public, State of New York
No. 31-7763900 Qual. in N. Y. Co.
Cert. filed with New York Reg. Off.
Term Expires March 30, 1966

STATE OF NEW YORK ☒

COUNTY OF NEW YORK ☒

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

1335

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lois Irene Moulton

Burton A Moulton (Husband)

STATE OF Washington

COUNTY OF Whatcom

The foregoing instrument was acknowledged before me this 24 day of

June, 1964, by Lois Irene Moulton & Burton A Moulton,
Second Husband,

My Commission Expires:

Theresa S. Tricket
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

RI 25-A, 25-B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Doris Parks Mullerney (Mrs)
R. V. Mullerney

STATE OF New Mexico X

COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 29th day of January, 1964, by Doris Parks Mullerney and
R. V. Mullerney (Husband)

My Commission Expires: 1-10-1965

R. B. Parker
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

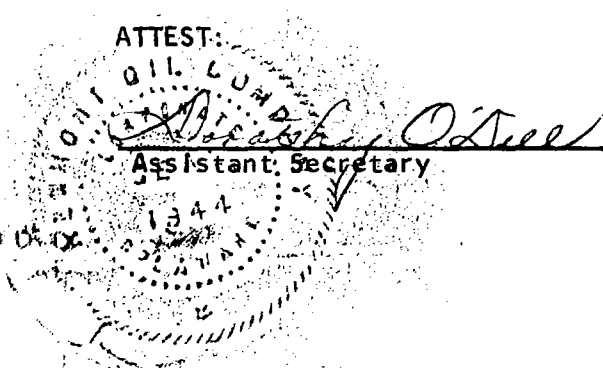
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

NEWMONT OIL COMPANY A Corporation

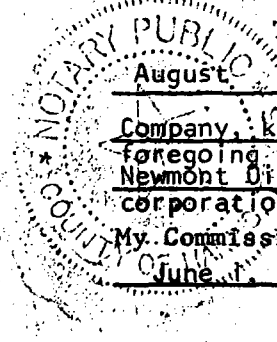

Assistant Secretary

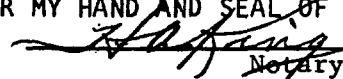

Vice President

Taxpayer's Identification No. 13-1809983

STATE OF Texas Y

COUNTY OF Harris Y

The foregoing instrument was acknowledged before me this 31st day of August, 1964, by Charles C. Langdon, Vice President of Newmont Oil Company, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Newmont Oil Company, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.
My Commission Expires: June 1, 1965 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of August, 1964.


Notary Public in and for
Harris County, Texas

STATE OF _____ Y

COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

11. 12, 14, 25 A, 25 B, 29
34, 35.

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature]
Mrs. Ora L. Nislar.

STATE OF TEXAS X

COUNTY OF LUBBOCK X

The foregoing instrument was acknowledged before me this 1st day of July, 1964, by O. L. NISLAR and his wife ORA L. NISLAR.

My Commission Expires:
June 1, 1965

[Signature]
Notary Public James Nislar

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ralph Nix
Frances Nix

STATE OF New Mexico Y
COUNTY OF Eddy Y

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Ralph Nix & Frances Nix, his wife

My Commission Expires:
January 2, 1968

Alfred Leon Williams
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

NORTH CENTRAL OIL CORPORATION

By:

John P. Wemple, Vice President

Archie E. Groff, Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by JOHN P. WEMPLE, Vice President of NORTH CENTRAL OIL CORPORATION, a Delaware corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

in and for Harris County, Texas

HELEN TEMPLETON

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1965

44-52.7

44, 35

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Idabeth Cowden Oliver

Donald M. Oliver

STATE OF TEXAS X

COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 6th day of October, 1964, by Idabeth Cowden Oliver and husband, Donald M. Oliver.

My Commission Expires:

June 1, 1965

Velma Flannery (Velma Flannery)
Notary Public in and for
Midland County, Texas

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

100 100 27-A, 27B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Maggie Osborne, a femme sole

STATE OF LOUISIANA X
PARISH _____ X
COUNTY OF RICHLAND X

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Maggie Osborne, a femme sole,

My Commission Expires:
with life
My bond expires 1/1/65

[Signature]

Notary Public in and for
Richland Parish, Louisiana.

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____,

of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

27A, 27B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

(QUALIFIED)



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit a portion of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof. The interests committed hereto are defined as being all the undersigned's interest in and under Tract No. 19, being the S/2 Section 9, Township 22 South, Range 37 East, and expressly excluding the undersigned's interest in and under Tract No. 44, being the N/2 NW/4 Section 15, Township 22 South, Range 37 East.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

W. M. Osborn

Dorothy C. Osborn

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 10th day of December, 1964, by W. M. Osborn and wife, Dorothy C. Osborn

My Commission Expires:
June 1, 1965

Irma Cline
Irma Cline Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RE - 2-19, 44

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James Madison Owen
JMO

Nadine Owen

STATE OF New Mexico

COUNTY OF Lea

The foregoing instrument was acknowledged before me this 1st day of March, 1965, by

J. M. Owen and Nadine Owen

(James Madison Owen & Nadine Owen)

My Commission Expires:

Aug 23, 1965

Phyllis Gardner
Phyllis Gardner Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELEY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mark W Owen
Mark W. Owen.

STATE OF NEW MEXICO X
COUNTY OF LEA X SS

The foregoing instrument was acknowledged before me this 3rd day of March, 1965, by Mark W. Owen

Phyllis Gardner
Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 1965, by _____, _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Roger B. Owings
ROGER B. OWINGS
Lucy P. Owings
LUCY P. OWINGS

STATE OF TEXAS X
COUNTY OF TARRANT X

The foregoing instrument was acknowledged before me this 10th day of July, 1964, by Roger B. Owings and wife, Lucy P. Owings

My Commission Expires:
June 1, 1965

Emmilee R. Craft
Notary Public Emmilee R. Craft

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

R-29,44

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

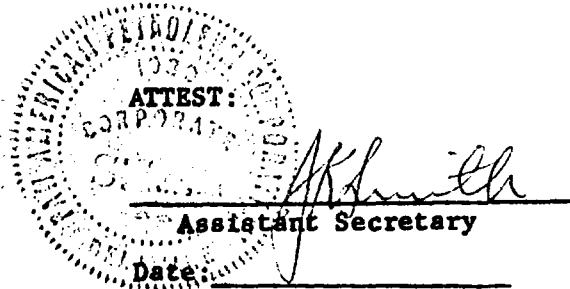
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

PAN AMERICAN PETROLEUM CORPORATION



C. F. Bedford.
ATTORNEY-IN-FACT

P. O. BOX 1410
FORT WORTH, TEXAS



STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF Texas

COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 14 day of October, 1964, by C. F. BEDFORD, ATTORNEY-IN-FACT of PAN AMERICAN PETROLEUM CORPORATION, a Delaware corporation on behalf of said corporation.

My Commission Expires: 6-1-65

Thora Prater THORA PRATER
Notary Public

W.S. - 1, 7, 14, 17
O.R.P. - 2A, 2B, 7

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Warren Bank & Trust Co., now by merger
The Pennsylvania Bank & Trust Company

Warren, Pa.

Executor of the Estate of A. W. Goal, decd.

By

R. W. Steber
R. W. Steber, Vice-President

Elizabeth Morris
Assistant Secretary

STATE OF Pennsylvania
COUNTY OF Warren

The foregoing instrument was acknowledged before me this 7th day of

July, 1964, by

R. W. Steber, Vice-President of The
Pennsylvania Bank & Trust Company

My Commission Expires:
Notary Public, Warren, Warren County
My Commission Expires Sept. 2, 1964

Gladys E. Judd
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

Rt. Sec. 21, 36, 39

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST WITNESS:

Blaine D. Neice

NEVILLE G. PENROSE, TRUSTEE

By: *Neville G. Penrose* *9th 3'*

STATE OF TEXAS Y

COUNTY OF TARRANT Y

The foregoing instrument was acknowledged before me this 27th day of June, 1964, by Neville G. Penrose, Trustee of the Patricia Penrose Trust

My Commission Expires:

CARMEN RIOS, Notary Public

In and for Tarrant County, Texas

My commission expires June 1, 1965

STATE OF TEXAS Y

COUNTY OF TARRANT Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Carmen Rios
Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.



Attest:

B. Neice
Secretary

Penrose Production Company

By. [Signature]
Vice-President

STATE OF Lea X
COUNTY OF [Signature] X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

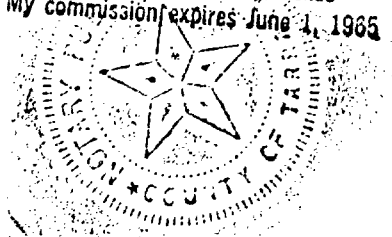
Notary Public

STATE OF Lea X
COUNTY OF Paria X

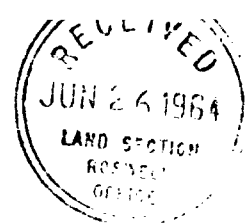
The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by J.M. Zachary, Vice President of Penrose Production Co., a New Mexico corporation on behalf of said corporation.

My Commission Expires: _____
CARMEN RIOS, Notary Public
Is and for Torrance County, Texas
My commission expires June 1, 1965

Carmen Rios
Notary Public



01-2117



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO


The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

PHILLIPS INVESTMENT CORPORATION


Secretary

Donald M. Phillips
President

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

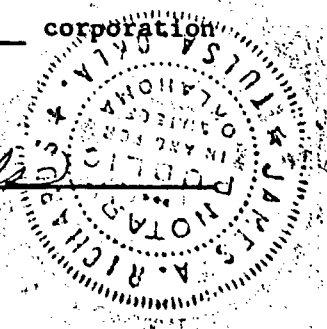
STATE OF Oklahoma X

COUNTY OF Tulsa X

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by Donald M. Phillips, President of Phillips Investment Corporation, a _____ corporation on behalf of said corporation.

My Commission Expires:
March 20, 1967

James G. Richards
Notary Public



21, 36, 39, 44

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Fay R. Power (a widow)

STATE OF NEW MEXICO X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 11th day of August, 1964, by Fay R. Power, a widow

My Commission Expires:
January 27, 1965

Haines Henderson
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

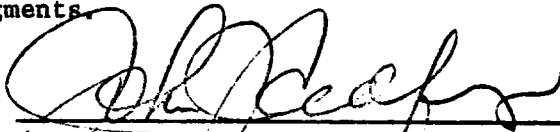
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

(QUALIFIED)

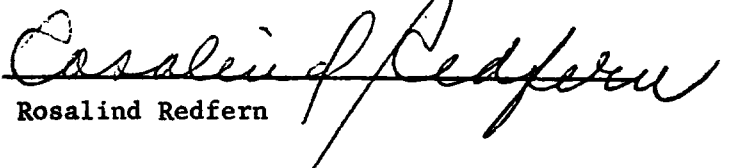
The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1964, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit a portion of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof. The interests committed hereto are defined as being all the undersigned's interest in and under Tract No. 19, being the S/2 Section 9, Township 22 South, Range 37 East, and expressly excluding the undersigned's interest in and under Tract No. 44, being the N/2 NW/4 Section 15, Township 22 South, Range 37 East.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.



John J. Redfern, Jr., Individually and as
Attorney-in-Fact for Frank J. Redfern and
his wife, Gene Crosby Redfern



Rosalind Redfern

STATE OF TEXAS X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 19th day of November, 1964, by John J. Redfern, Jr., in the capacity therein stated.

B. J. BRALLEY, Notary Public
MIDLAND COUNTY, TEXAS
My Commission Expires June 1, 1965



Notary Public

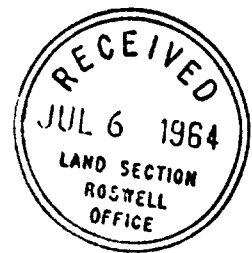
INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~NEW MEXICO~~ TEXAS } ss.
County of Midland

The foregoing instrument was acknowledged before me this 19th day of November, 1964, by John J. Redfern, Jr. and his wife, Rosalind Redfern

B. J. BRALLEY - Notary Public
MIDLAND COUNTY, TEXAS
My Commission expires June 1, 1965


Notary Public



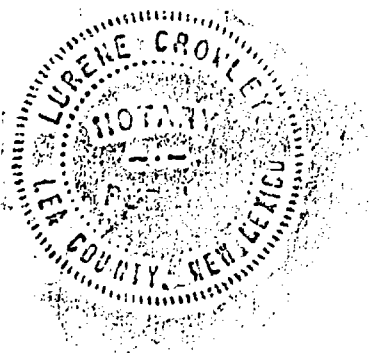
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

W.T. Reed



STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 1st day of July, 1964, by W.T. Reed, dealing in his sole & separate property

My Commission Expires:
May 14th 1968

Mrs. Lurene Crowley
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

Reed - Lea Co

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

John B. Rich
Harriet R.G. Rich

STATE OF Maryland X

COUNTY OF Baltimore X

The foregoing instrument was acknowledged before me this 30th day of June, 1964, by John B. Rich and Harriet R.G. Rich

My Commission Expires:
May 3, 1965

[Signature]
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CR - June 6, 7, 8, 9
CR - 11.9

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

DESSA M. RING, a widow

STATE OF OHIO X

COUNTY OF CUYAHOGA X

The foregoing instrument was acknowledged before me this 1st day of July, 1964, by DESSA M. RING, a widow.

My Commission Expires:

STATE OF OHIO X

COUNTY OF CUYAHOGA X

[Signature]

Notary Public
D. RUSSELL HAVVERFIELD, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RE 2.29

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

One Norman Rooney ^{OK/P.R.}
 William A. Rooney ^{WAR}

STATE OF Oklahoma

COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 15th day of September, 1964, by Onez Norman Rooney and William A. Rooney,
her husband.

My Commission Expires: January 3, 1967.

Notary Public

STATE OF _____ X

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 ; by _____, _____,

[illegible]

Notary Public

Ref. 21, 28, 40



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SABINE ROYALTY CORPORATION
By: E. C. McCarty
E. C. McCarty, President
ATTEST:
Helen Johnson
Helen Johnson, Secretary

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by E. C. McCarty, President of Sabine Royalty Corporation

My Commission Expires:
June 1, 1965

LaVerne W. Santerre
Notary Public in and for
Dallas County, Texas

STATE OF TEXAS
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by E. C. McCarty, President of Sabine Royalty Corporation, a Texas corporation on behalf of said corporation.

My Commission Expires:
June 1, 1965

LaVerne W. Santerre
Notary Public in and for
Dallas County, Texas, LaVerne W. Santerre



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

L. George Schubert
L. George Schubert, Guardian of the
Estate of Priscilla Susanna Brunson,
a minor

STATE OF NEW MEXICO X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 22nd day of June, 1964, by L. George Schubert, Guardian of the Estate of Priscilla Susanna Brunson, a minor.

My Commission Expires: 2-11-68

Emma Jean Harralson
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

RI 20th 26A, 27, 31, 32, 38

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Virginia P. Delbyck
WITHOUT WARRANTY, EXPRESS OR IMPLIED

STATE OF Texas
COUNTY OF Willard

The foregoing instrument was acknowledged before me this 13 day of

May, 1965, by Virginia P. Delbyck and
Company were cited

My Commission Expires: 6/1/65

Robert A. Belue
Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Filicia Sellmeyer Mulvihill
Ralph Sellmeyer

STATE OF Texas X

COUNTY OF El Paso X

The foregoing instrument was acknowledged before me this 31st day of September, 1964, by Filicia Sellmeyer Mulvihill

My Commission Expires:

June 1, 1965

Charles Eugene Dierdorf
Notary Public
CHARLES EUGENE DIERDORF, Notary Public
In and for El Paso County, Texas
My commission expires June 1, 1965

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____,

of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO X
COUNTY OF CHAVES X

The foregoing instrument was acknowledged before me this 1st day of September, 1964, by Ralph Sellmeyer.

My Commission Expires
My Commission Expires August 15, 1966

Edna Marie Cooper
Notary Public

R1 82 30

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Catherine Frances Sewell
W G Sewell

STATE OF Texas X
COUNTY OF El Paso X

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by Catherine Frances Sewell
W G Sewell, Rev. Husband

My Commission Expires:
FRANK S. BARON, Notary Public
in and for El Paso County, Texas
My commission expires June 1, 1965

Frank S. Baron
Notary Public

STATE OF Texas X
COUNTY OF El Paso X

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by _____, of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:
FRANK S. BARON, Notary Public
in and for El Paso County, Texas
My commission expires June 1, 1965

Frank S. Baron
Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J.E. Simmons
Beulah H. Simmons

STATE OF New Mexico X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by J.E. Simmons and wife Beulah H Simmons
Box 548, Lovington, New Mexico

My Commission Expires: June 22 - 1968

[Signature]
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

B-1-12, 14, 19, 34, 35

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

[Signature]
Assistant Secretary

SINCLAIR OIL & GAS COMPANY

BY

[Signature]
Vice-President

APPROVED	
EX-100-5	<i>[Initials]</i>
APR 1	<i>[Initials]</i>

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS _____ X

COUNTY OF MIDLAND _____ X

The foregoing instrument was acknowledged before me this 17th day of December, 1964, by R. M. Kobdich, Vice-President of Sinclair Oil & Gas Company, a Maine corporation on behalf of said corporation.

My Commission Expires: June 1, 1965

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

and 7, 30

27 B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SKELLY OIL COMPANY

By W. W. Simpson
Vice President

ATTEST:

R. Kendall Sherill
Assistant Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF Oklahoma

COUNTY OF LeFlore

The foregoing instrument was acknowledged before me this 17th day of December, 1964, by W. W. Simpson, Vice President of Skelly Oil Company, a Delaware corporation on behalf of said corporation.

My Commission Expires:
My Commission Expires May 31, 1967

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Agnes C. Smith
a Widow

STATE OF New York X

COUNTY OF Westchester X

The foregoing instrument was acknowledged before me this 29th day of June, 1964, by Agnes C. Smith, a widow

My Commission Expires:

Addison R. Wilson
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____,

of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

ADDISON R. WILSON
Notary Public, State of New York
No. 60-9692800
Qualified in Westchester County
Commission expires March 30, 1965

RC 24-25A, 25B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

The Parkersburg National Bank, Successor
Trustee of the Charles T. Smith Testamentary
Trust

By: William W. Jackson
Trust Officer

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF West Virginia X

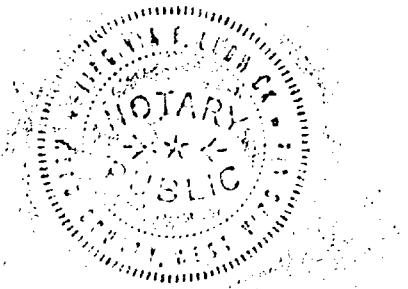
COUNTY OF Wood X

The foregoing instrument was acknowledged before me this 8th day of September, 1964, by William W. Jackson, Trust Officer of The Parkersburg National Bank, a national banking association ~~corporation~~ on behalf of said ~~corporation~~.

My Commission Expires:
April 21, 1971.

Virginia F. Ludwig
Notary Public

Pl. Br. 14



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SOHIO PETROLEUM COMPANY
By: Cecil G. Irby
Agent and Attorney in Fact

STATE OF _____
COUNTY OF _____

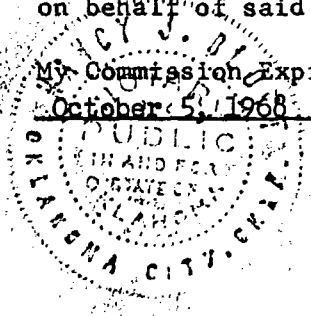
The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____
Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

The foregoing instrument was acknowledged before me this 23rd day of October, 1964, by Cecil G. Irby, Agent and Attorney in Fact of Sohio Petroleum Company, an Ohio corporation on behalf of said corporation.

My Commission Expires: October 5, 1968
Wm. J. Scott
Notary Public



7, 8, 9, 12, 4



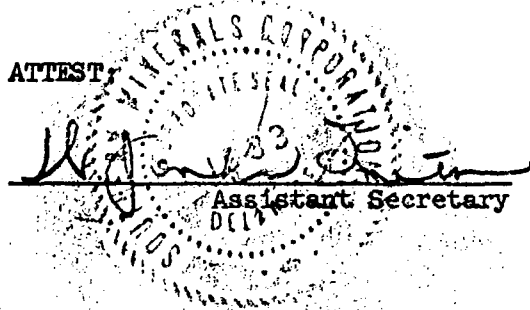
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.


The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:


Assistant Secretary

SOUTHERN MINERALS CORPORATION

By:  President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____


My Commission Expires: _____

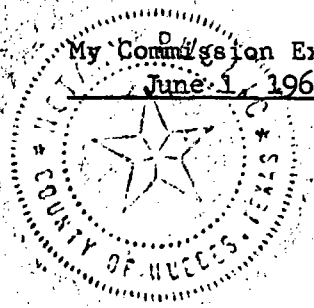
Notary Public

STATE OF TEXAS
COUNTY OF NUECES

The foregoing instrument was acknowledged before me this 23rd day of June, 1964, by F. P. Peterson, Jr., President of SOUTHERN MINERALS CORPORATION, a Delaware corporation, on behalf of said corporation.

My Commission Expires: June 1, 1965


Notary Public
in and for Nueces County, Texas
(Christine Ragland)



64-22-13,35

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SOUTHERN PETROLEUM EXPLORATION, INC.

A CORPORATION

ATTEST:

President

Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF WEST VA.

COUNTY OF TYLER

The foregoing instrument was acknowledged before me this 26 day of June, 1964, by John C. Wright, PRESIDENT of SOUTHERN PETROLEUM EXPLORATION, INC., a Delaware corporation on behalf of said corporation.

My Commission Expires:

June 11, 1969

Notary Public

19, 22, 24, 27



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SOUTHLAND ROYALTY COMPANY

By John C. Harvey
Vice President

ATTEST:

Robert L. Trimble
Asst. Secretary

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF TEXAS

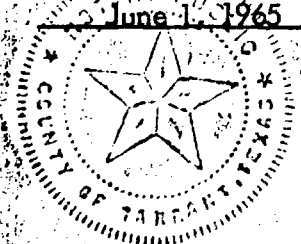
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 24th day of June, 1964, by John C. Harvey, Vice President of Southland Royalty Company, a Delaware corporation on behalf of said corporation.

My Commission Expires: _____

Ann Horton
Notary Public

ANN HORTON, Notary Public
in and for Tarrant County, Texas
My commission Expires June 1, 1965



92-2-29

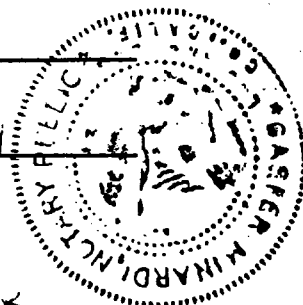
CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

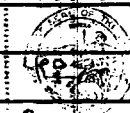
IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Maurice J. Lowell (Husband)
Cornelia K. Lowell (Wife)
(Husband & Wife)



STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

The foregoing instrument was acknowledged before me this 5th day of JANUARY, 1965, by Maurice J. Lowell and Cornelia K. Lowell, his wife,



GASPER MINARDI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My Commission Expires:

GASPER MINARDI

My Commission Expires June 2, 1968

STATE OF _____
COUNTY OF _____

Gasper Minardi
Notary Public

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RI-22.28, 40

084 22.28, 40

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SPARKS HEALEY COMPANY, a co-partnership

By: Otho O. Sparks

Otho O. Sparks, Attorney in Fact

STATE OF TEXAS X

COUNTY OF TARRANT X

The foregoing instrument was acknowledged before me this 1st day of July, 1964, by Otho O. Sparks, individually and as Attorney in Fact for Sparks Healey Company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, A. D. 1964

My Commission Expires:
June 1, 1965

M. Seppinger

Notary Public in and for
Tarrant County, Texas

STATE OF X

COUNTY OF X

The foregoing instrument was acknowledged before me this day of , 196 , by , of , a corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RL- 12, 35

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

June D. Speight
June D. Speight, dealing in her sole
and separate property

STATE OF NEW MEXICO Y
COUNTY OF LEA Y

The foregoing instrument was acknowledged before me this 19th day of
August, 1964, by June D. Speight, dealing in her sole and
separate property

My Commission Expires:
Jan. 27, 1965

Florine Henderson
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of
_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public

Handwritten notes:
G.O. 22, 25A, 25B
27A, 20B, 31, 37, 44

Handwritten note:
G.O. 22, 39

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs. Francis Marion Stephens Jr.
Francis Marion Stephens Jr.

STATE OF New Mexico X

COUNTY OF McKinley X

The foregoing instrument was acknowledged before me this 29 day of October, 1964, by Mrs. Francis Marion Stephens, Jr. and Francis Marion Stephens, Jr., husband and wife----

My Commission Expires:

My Commission Expires October 16, 1967

William F. Davis
Notary Public

STATE OF X

COUNTY OF X

The foregoing instrument was acknowledged before me this day of , 196 , by , of , a corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Wayne Collier Stephens

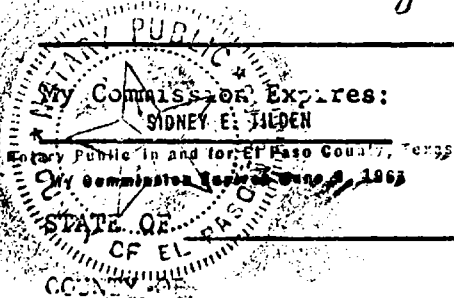
Barbara Stephens

STATE OF TEXAS

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this 25 day of February, 1965, by WAYNE Collier Stephens and Barbara Stephens, his wife

Sidney E. Tilden
Notary Public



The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

William O. Stephens

STATE OF New Mexico

COUNTY OF Lea

The foregoing instrument was acknowledged before me this 11th day of May, 1965, by William O. Stephens - Single Man

My Commission Expires:
Aug 23, 1965

Phyllis Gordon
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary Laura Sutcliffe aka
Mary Dawson Sutcliffe

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____

My Commission Expires: _____

Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

116- 2.13, 14, 35

DEPARTMENT OF STATE
FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

Certificate of Acknowledgment of Execution of an Instrument

Republic of Italy
(Country)
Territory of Trieste
(County and/or other political division)
City of Trieste
(County and/or other political division)
Consulate of the United
States of America
(Name of foreign service office)

ss:

I, Jack F. Gillespie, Vice Consul

of the United States of America at Trieste, Territory of Trieste, Italy

duly commissioned and qualified, do hereby certify that on this 14th

day of July 1964, before me personally appeared _____
(Date)

_____ Mary Leora Sutcliffe aka Mary Swanson Sutcliffe _____

_____ personally known, and known to me to be the individual described in, whose
_____ -is- subscribed to, and who executed the annexed instrument, and being
_____ informed by me of the contents of said instrument _____ -she- duly acknowledged to me
_____ -she- executed the same freely and voluntarily for the uses and purposes
_____ mentioned.

In witness whereof I have hereunto set my hand and
official seal the day and year last above written.

Jack F. Gillespie
Jack F. Gillespie
Vice Consul _____ of the United States of America.

Not _____ When practicable all signatures to a document should be included in one certificate.

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature]
Mrs. Lois Cone Tekell

STATE OF Texas Y
COUNTY OF Navarro Y

The foregoing instrument was acknowledged before me this 21 day of August, 1964, by J. S. Tekell & Mrs. Lois Cone Tekell

My Commission Expires:
June 1, 1965

[Signature]
Notary Public
Navarro County Texas

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Eva M. Tournant
Francis J. Tournant

STATE OF New Jersey X
COUNTY OF Essex X

The foregoing instrument was acknowledged before me this 10th day of May, 1965, by Eva M. Tournant and Francis J. Tournant

Ruth E. Dillon
Notary Public

My Commission Expires:
RUTH E. DILLON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 12, 1968

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James L. Vineyard
James L. Vineyard

Jettie Irene Vineyard
Jettie Irene Vineyard

STATE OF CALIFORNIA Y

COUNTY OF KERN Y

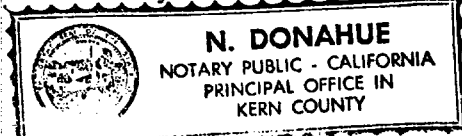
The foregoing instrument was acknowledged before me this 6th day of July, 1964, by James L. Vineyard and Jettie Irene Vineyard, husband and wife,

My Commission Expires:
August 21, 1967

N. Donahue
Notary Public N. Donahue

STATE OF _____ Y

COUNTY OF _____ Y



The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

Bob Lee 20, 40

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ross Walker

Mrs. Ross (Frieda) Walker

STATE OF TEXAS

COUNTY OF MIKE

The foregoing instrument was acknowledged before me this 21 day of

1964, by Ross Walker and

Mrs. Frieda Walker

My Commission Expires:

Jan 1, 1965

A. B. Ashkin

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,

of _____, a _____ corporation

on behalf of said corporation.

My Commission Expires:

Notary Public

RL - L. 28, 42

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

H. G. Watson
Avis I. Watson

STATE OF New Mexico X
COUNTY OF Eddy X

The foregoing instrument was acknowledged before me this 22nd day of June, 1964, by H. G. Watson and Avis I. Watson, his wife

My Commission Expires:
December 28, 1967

Virginia Birch
Notary Public

STATE OF New Mexico X
COUNTY OF Eddy X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RL-34.28, 40

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

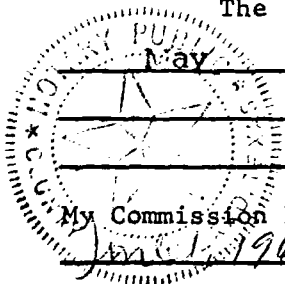
Lucile S. West

Lucile S. West (as her sole separate property)

STATE OF Texas X

COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 25th day of May, 1965, by Lucile S. West



My Commission Expires: June 1, 1965

[Signature]
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

R.V. - Ex. 25A, 25B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James G. White
Robert K. White
Grace M. White
J. M. White, Jr.

STATE OF New Mexico X
COUNTY OF Dona del X

The foregoing instrument was acknowledged before me this 7th day of July, 1964, by James G. White, Robert K. White, Grace M. White, & J. M. White, Jr.

My Commission Expires: 11/20/67

Kenel M. Wilson
Notary Public

STATE OF Texas X
COUNTY OF Bosque X

The foregoing instrument was acknowledged before me this 13 day of July, 1964, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

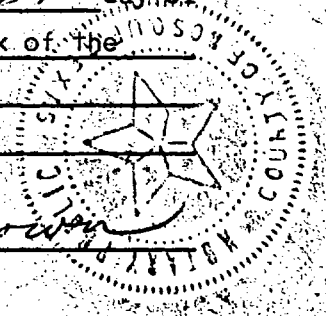
Grace M. White
Indep. executrix of the
Estate of J. M. White

STATE OF Texas X
COUNTY OF Bosque X

The foregoing instrument was acknowledged before me this 22 day of June, 1964, by Grace M. White, Independent Executrix of the
Estate of J. M. White, Deceased

My Commission Expires:
June 1, 1965

Hayes H. Brown
Notary Public



STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

P.L. - Sec 22, 24, 27

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. M. White, Jr.

STATE OF Texas Y
COUNTY OF Bosque Y

The foregoing instrument was acknowledged before me this 22 day of June, 1964, by J. M. White, Jr.

My Commission Expires:
June 1, 1965

Hazel H. Brown
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RL- 22, 24, 27,

1124024

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

The undersigned also being the owners of royalty, overriding royalty or production payment interests in the lands or minerals embraced in said Unit Area, do hereby commit all of their said interests to the South Penrose Skelly Unit Agreement and do hereby consent thereto and ratify and agree to be bound by all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Robert K. White

STATE OF Texas Y
COUNTY OF Bosque Y

The foregoing instrument was acknowledged before me this 16 day of July, 1964, by ROBERT K. WHITE

My Commission Expires:

June 1, 1965

Hazel H. Brown
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

RD - In. 22, 24, 37

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the South Penrose Skelly Unit Area embracing lands in Lea County, New Mexico, which said Agreement was executed by Gulf Oil Corporation on November 22, 1963, and acknowledge that they have read the same and are familiar with the terms and conditions thereof.

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs Dorothy Wilbur
Mr John A Wilbur

STATE OF NEW MEXICO, X

COUNTY OF CHAVES, X

The foregoing instrument was acknowledged before me this 10th day of

July, 1964, by Mrs. Dorothy Wilbur and John A. Wilbur, her
husband.

My Commission Expires:

March 28, 1968.

Online Giblany
Notary Public

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of

_____, 196____, by _____,
of _____, a _____ corporation
on behalf of said corporation.

My Commission Expires:

Notary Public



CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

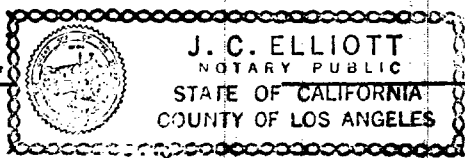
Ellen Anna Williams ELLEN ANNA WALLACE WILLIAMS
1840 Miller Lane
Glendale, California 91208

John R. Williams

STATE OF California
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 30th day of June, 1964, by Ellen Anna Wallace Williams
and John R. Williams, her husband

My Commission Expires
My Commission Expires Oct. 2, 1964



J. C. Elliott
Notary Public
J. C. ELLIOTT - Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 196____, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

R.L. - M. 28, 40

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. M. Welborn

STATE OF Texas X
COUNTY OF Hubbards X

The foregoing instrument was acknowledged before me this 14th day of September, 1964, by J. M. Welborn

My Commission Expires: 6-1-65

Charles M. Wilson CHARLES M. WILSON
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

10-19, 44

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO



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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Hattie C. Williams
Val Williams

STATE OF Texas X
COUNTY OF Lubbock X

The foregoing instrument was acknowledged before me this 29th day of July, 1964, by Hattie C. Williams + Val Williams

My Commission Expires: September 9, 1965

Sylvia Leek
Notary Public

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 196__, by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires: _____

Notary Public

Rel. - In 26B

CONSENT AND RATIFICATION OF
SOUTH PENROSE SKELLY UNIT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. H. Williams
Elizabeth Williams

STATE OF Texas Y
COUNTY OF Lubbock Y

The foregoing instrument was acknowledged before me this 22nd day of June, 1964, by J. H. Williams and his wife, Elizabeth Williams

My Commission Expires:

January, 1965

Milton L. Quinn
Notary Public

STATE OF _____ Y
COUNTY OF _____ Y

The foregoing instrument was acknowledged before me this _____ day of _____, 196 , by _____, _____ of _____, a _____ corporation on behalf of said corporation.

My Commission Expires:

Notary Public

62-2019