

UNIT AGREEMENT FOR THE DEVELOPMENT AND
OPERATION OF THE GREENWOOD PRE-GRAYBURG UNIT AREA,
COUNTIES OF LEA AND EDDY, STATE OF NEW MEXICO

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Exhibit "A" (Map)

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

COPY
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UNIT AGREEMENT FOR THE DEVELOPMENT AND
OPERATION OF THE GREENWOOD PRE-GRAYBURG UNIT AREA
COUNTIES OF LEA AND EDDY, STATE OF NEW MEXICO
NO. _____

THIS AGREEMENT, entered into as of the 26 day of AUG., 1955,
by and between the parties subscribing, ratifying, or consenting hereto, and herein
referred to as the "parties hereto";

WITNESSETH:

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

WHEREAS, the term "Working Interest" as used herein shall mean the in-
terest held in unitized substances or in lands containing unitized substances by
virtue of a lease, operating agreement, fee title, or otherwise, which is charge-
able with and obligated to pay or bear all or a portion of the cost of drilling, de-
veloping, producing, and operating the land under the unit or cooperative agree-
ment. The right delegated to the Unit Operator as such by this agreement is not
to be regarded as a working interest.

WHEREAS, the act of February 25, 1920 (41 Stat. 437), as amended by
the act of August 8, 1946 (60 Stat. 950, 30 U.S.C. Secs. 181, et seq.), and as
amended by the act of July 29, 1954 (68 Stat. 585, 30 U.S.C. Secs. 187, 188, 226),
authorizes Federal Lessees and their representatives to unite with each other, or
jointly or separately with others, in collectively adopting and operating a coopera-
tive or unit plan of development or operation of any oil or gas pool, field or like
area, or any part thereof, for the purpose of more properly conserving the nat-
ural 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 (Chap. 88, Laws 1943) to consent to or ap-
prove this agreement on behalf of the State of New Mexico, insofar as it covers
and includes lands and mineral interests of the State of New Mexico; and

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

WHEREAS, the parties hereto hold sufficient interests in the Greenwood Pre-Grayburg Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

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

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

1. ENABLING ACT AND REGULATIONS:

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

2. UNIT AREA:

The following described land is hereby designated and recognized as constituting the Greenwood Pre-Grayburg Unit Area:

New Mexico Principal Meridian, New Mexico

T. 18 S. , R. 31E.	Acres
sec. 22, all	640.00
sec. 23, all	640.00

T. 18S. , R. 31 E. (cont'd.)	<u>Acres</u>
sec. 24, W/2	320.00
sec. 25, all	640.00
sec. 26, all	640.00
sec. 27, all	640.00
sec. 34, all	640.00
sec. 35, all	640.00
sec. 36, all	640.00
 T. 19S. , R. 31 E.	
sec. 1, lots 1,2,3,4, S/2 N/2, S/2 (all)	639.88
sec. 2, lots 1,2,3,4, S/2 N/2, S/2 (all)	639.40
sec. 3, lots 1,2,3,4, S/2 N/2, SE/4	478.80
sec. 11, NE/4	160.00
sec. 12, N/2	320.00
 T. 19S. , R. 32 E.	
sec. 6, lots 3,4, E/2 SW/4	162.09
sec. 7, lots 1,2, E/2 NW/4	161.75

Unit Area embraces 8,001.92 acres, more or less.

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

The above described Unit Area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction

is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner.

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner, shall prepare, after preliminary concurrence by the Director, a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.

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

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

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

(e) Automatic Elimination. All legal subdivisions of unitized lands (i. e. , 40 acres by Government survey or its nearest lot or tract equivalent in instances of irregular surveys, however, unusually large lots or tracts shall be considered in multiples of 40 acres, or the nearest aliquot equivalent thereof, for the purpose of elimination under this subsection), no parts of which are entitled to be in a participating area within 5 years after the first day of the month following the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of the first day thereafter, and such lands shall no longer be a part of the Unit Area and shall no longer be subject to this agreement, unless at the expiration of said 5-year

period diligent drilling operations are in progress on unitized lands not entitled to participation, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well, except that the time allowed between such wells shall not expire earlier than 30 days after the expiration of any period of time during which drilling operations are prevented by a matter beyond the reasonable control of unit operator as set forth in the section hereof entitled "Unavoidable Delay"; provided that all legal subdivisions of lands not in a participating area and not entitled to become participating under the applicable provisions of this agreement within 10 years after said first day of the month following the effective date of said first initial participating area shall be eliminated as above specified. Determination of creditable "Unavoidable Delay" time shall be made by unit operator and subject to approval of the Director and the Commissioner. The unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and the Commissioner and promptly notify all parties in interest.

If conditions warrant extension of the 10-year period specified in this subsection 2(e), a single extension of not to exceed 2 years may be accomplished by consent of the owners of 90% of the current unitized working interests and 60% of the current unitized basic royalty interest (exclusive of the basic royalty interests of the United States and the State of New Mexico, on a total-non-participating-acreage basis, respectively, with approval of the Director and the Commissioner, provided such extension application is submitted to the Director and the Commissioner not later than 60 days prior to the expiration of said 10-year period.

Any expansion of the Unit Area pursuant to this section which embraces lands theretofore eliminated pursuant to this subsection 2(e) shall not be considered automatic commitment or recommitment of such lands.

3. UNITIZED LAND AND UNITIZED SUBSTANCES:

All land committed to this agreement as to the Pre-Grayburg formations, i. e. , all formations below the base of the Grayburg formation, shall constitute land referred to herein as "unitized land" or "land subject to this agreement." All oil and gas in any and all such formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances."

4. UNIT OPERATOR:

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

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR:

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

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but in all instances of resignation or removal,

until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

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

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

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

6. SUCCESSOR UNIT OPERATOR:

Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according

to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator: Provided, That, if a majority but less than 75 percent of the working interests qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and the Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and the Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT:

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

this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor and one true copy with the Commissioner.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR:

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

9. DRILLING TO DISCOVERY:

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

being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor and Commission or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring the Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section. The Director and Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when, in his opinion, such action is warranted.

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

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION:

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

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

11. PARTICIPATION AFTER DISCOVERY:

Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor and the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission, a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all lands in said schedule on approval of the Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of completion of such well or the effective date of the unit agreement, whichever is later. Said schedule also

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

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

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner, and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner respectively, and the amount

thereof deposited, as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

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

12. ALLOCATION OF PRODUCTION:

All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, the Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycl-

ing purposes in another participating area, the first gas withdrawn from such last-mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OF FORMATIONS:

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

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

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

14. ROYALTY SETTLEMENT:

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

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

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances

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

It is expressly understood and agreed that beginning at the end of the respective 20-year terms, or any extension thereof other than that provided by Sec. 18 (e), of the Federal leases committed to this agreement which contain provisions for the payment of a five percent (5%) rate of royalty to the United States, the royalty rate on said leases shall be the same rate as would be applicable to the renewal leases in the absence of unitization.

15. RENTAL SETTLEMENT:

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

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

drilling operations are commenced upon the land covered hereby or some portion of such land is included within a participating area.

16. CONSERVATION:

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

17. DRAINAGE:

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

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED:

The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto holding interests embracing unitized land of the United States or of the State of New Mexico hereby consent that the Secretary of the Interior, hereinafter referred to as "Secretary", and the Commissioner, respectively, shall, and said Secretary and Commissioner by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change, or revoke the drilling producing, rental minimum royalty and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases, and contracts are particularly modified in accordance with the following:

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

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

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

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States, committed to this agreement, which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof, subject to the royalty provisions of Sec. 14. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production is had in paying quantities under this unit agreement prior to the expiration date of the term of such lease. However, nothing herein shall be construed as limiting the rights applicable to such leases as may result from production obtained thereon from formations above the base of the Grayburg.

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

term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(b) of the Act, as amended by the Act of July 29, 1954 (68 Stat. 583, 585): "Any (Federal) lease 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 nonunitized 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."

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

19. COVENANTS RUN WITH LAND:

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

20. EFFECTIVE DATE AND TERM:

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

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

21. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION:

The Director is hereby vested with authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation or allocation program, which is

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

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

22. CONFLICT OF SUPERVISION:

Neither the Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination, or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability for delay or failure in whole or in part to comply therewith to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain with the exercise of due diligence the concurrence of the representatives of the United States and the representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained. The

parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this contract are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

23. APPEARANCES:

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

24. NOTICES:

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

25. NO WAIVER OF CERTAIN RIGHTS:

Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

26. UNAVOIDABLE DELAY:

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

27. FAIR EMPLOYMENT:

In connection with the performance of work under this agreement, the operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or natural origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

28. LOSS OF TITLE:

In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided that, as to Fed-

eral and State land or leases, no payment of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor and the Commissioner, respectively, to be held as unearned money pending final settlement of title dispute, and then applied as earned or returned in accordance with such final settlement.

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

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

29. NON- JOINDER AND SUBSEQUENT JOINDER:

If the owner of any substantial interest in a tract within the Unit Area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written

notice to the Director, the Commissioner and the Unit Operator prior to the approval of this agreement by the Director and the Commissioner. Any oil or gas interests in lands within the Unit Area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Joinder to the unit agreement by a working-interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, if more than one committed working-interest owner is involved, in order for the interest to be regarded as effectively committed to this unit agreement. Except as may otherwise herein be provided subsequent joinders to this agreement shall be effective as of the first day of the month following the filing with the Supervisor and the Commissioner of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director or Commissioner.

30. COUNTERPARTS:

This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be

binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above-described Unit Area.

31. SURRENDER:

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

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

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

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

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

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

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

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

Upon commitment of a working interest to this agreement and the unit operating agreement as provided in this section, an appropriate accounting and settlement shall be made, to reflect the retroactive effect of the commit-

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

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

32. NO PARTNERSHIP:

It is expressly agreed that the relation of the parties hereto is that of independent contractors and nothing in this agreement contained, expressed or implied, nor any operations conducted hereunder, shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

33. ROYALTY OWNERS' TAXES:

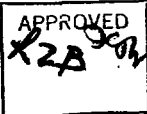
Each royalty owner shall render and pay all ad valorem taxes, including ad valorem taxes measured by production levied against its royalty or mineral interest. Unit Operator shall pay, as an agent for the working interest owners, each royalty owner's share of all taxes other than ad valorem taxes levied on,

or measured by, the unitized substances in and under, or that may be produced, gathered, and sold from the lands subject hereto, or upon the proceeds or net proceeds derived therefrom, to the extent that the same are made payable by law by any working interest owner. Each working interest owner shall reimburse Unit Operator for taxes so paid on its behalf and such working interest owner shall make proportionate deductions of said amounts in settling with its royalty owners in each separately owned tract. No such taxes shall be charged to the United States or the State of New Mexico.

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

UNIT OPERATOR AND WORKING INTEREST OWNER

ATTEST: DATE: STANOLIND OIL AND GAS COMPANY
Karl R. Galdsmith 8-26-55 By *[Signature]*
Ass't. Secretary Vice-President
Address: P. O. Box 1410, Fort Worth, Texas



WORKING INTEREST OWNERS

ATTEST: BUFFALO OIL COMPANY
[Signature] Oct. 25, 1955 By *M. B. Paulman Jr.*
Ass't. Secretary Vice-President
Address: 1500 First National Bldg., Tulsa, Oklahoma

ATTEST: CARPER DRILLING COMPANY
By _____
Ass't. Secretary Vice-President
Address: _____

ATTEST: GULF OIL CORPORATION
By _____
Ass't. Secretary Vice-President
Address: _____

ATTEST: MAGNOLIA PETROLEUM COMPANY
J. H. Pennington Dec. 1955 By *E. C. Seymour*
Ass't. Secretary F. H. PENNINGTON Vice-President E. C. SEYMOUR
Address: Box 900, Dallas 21, Texas

ATTEST:

DATE

SEABOARD OIL COMPANY OF
DELAWARE

By _____

Ass't. Secretary

Vice-President

ATTEST:

SHELL OIL COMPANY, INC.

By _____

Ass't. Secretary

Vice-President

Address: _____

ATTEST:

SINCLAIR OIL & GAS COMPANY

By _____

Ass't. Secretary

Vice-President

Address: _____

ATTEST:

THE TEXAS COMPANY

By _____

Ass't. Secretary

Vice-President

Address: _____

Address: _____

Harvey F. Featherstone

Olen F. Featherstone

Neil Wills

Harvey Yates

STATE OF OKLAHOMA)
COUNTY OF TULSA)

On this 26th day of August, 1955, before me appeared L. J. Schenck, to me personally known, who, being by me duly sworn, did say that he is the Vice President of STANOLIND OIL AND GAS COMPANY, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L. J. Schenck acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 26th day of August, 1955

My commission expires:

June 22, 1958

Lucia M. Stander
Notary Public

STATE OF Oklahoma)
COUNTY OF Tulsa)

On this 25th day of October, 1955, before me appeared M. B. Taubman, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Buffalo Oil Company, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said M. B. Taubman acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 25th day of October, 1955.

My commission expires:

June 11, 1956

H. E. Nicholls
Notary Public

H. E. Nicholls

STATE OF Texas)
COUNTY OF Dallas)

On this 8th day of November, 1955, before me appeared E. C. SEYMOUR, to me personally known, who, being by me duly sworn, did say that he is the Vice President of MAGNOLIA PETROLEUM COMPANY, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. C. SEYMOUR acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 8th day of November, 1955.

My commission expires:

June 1, 1957

Alvin Hodge
Notary Public

ALVIN HODGE, Notary Public
In and for the State of Texas

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

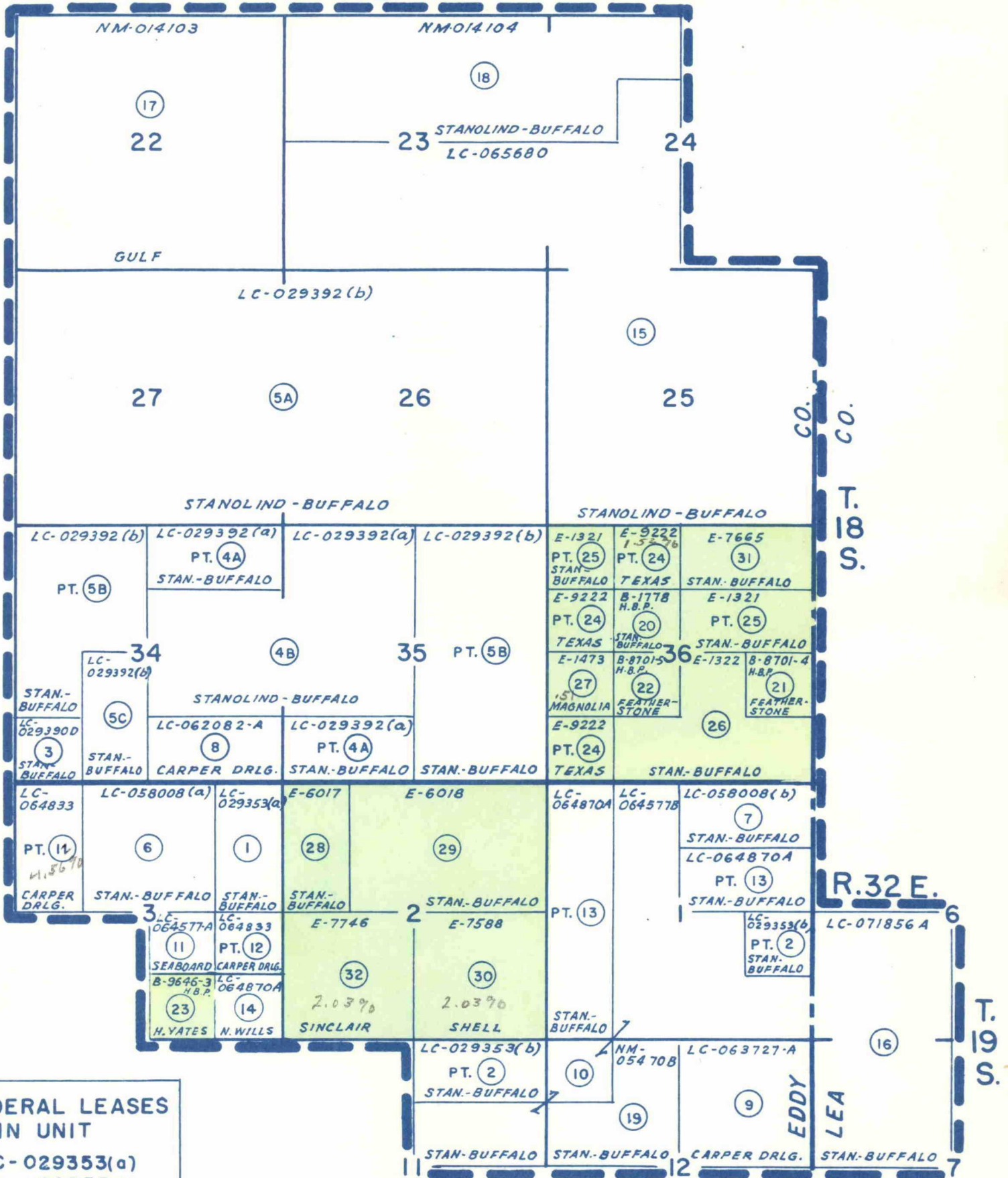
and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My commission expires:

Notary Public

R.31 E.



FEDERAL LEASES IN UNIT

LC-029353(a)
LC-029353(b)
LC-029390D
LC-029392(a)
LC-029392(b)
LC-058008(a)
LC-058008(b)
LC-062082A
LC-063727A
LC-064577B
LC-064577A
LC-064833
LC-064870A
LC-065680
LC-071856A
NM-014103
NM-014104
NM-05470B

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

EXHIBIT "A"
TO ACCOMPANY
GREENWOOD PRE-GRAYBURG UNIT AGREEMENT
EDDY AND LEA COUNTIES, NEW MEXICO
SCALE: 2"=1 MILE

EXHIBIT "B"

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
IN ALL LAND IN THE GREENWOOD PRE-GRAYBURG UNIT,
EDDY AND LEA COUNTIES, NEW MEXICO

Tract No.	Description	No. of Acres	Serial No. Las Cruces & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
FEDERAL LANDS							
T-19S, R-31E							
1	Sec. 3: Lot 1, SE/4 NE/4 (E/2 NE/4)	79.75	029353-(a) 1-20-39	USA-5%	Stanolind Oil and Gas Company	12-1/2% ORR owned as follows: M. E. Baish-5/8 of 1% C. J. Grayson-1/4 of 1% J. K. Wallingford-5/8 of 1% E. A. Hanson-1% L. R. Simon-1% Nellie W. Day-3% Albuquerque Nat'l. Bank and Samuel H. Marshall, Anc.. Executors under will of F. A. Andrews-1% Frieda M. Quillin-85% of 5% Maude Bruce McFaddin et vir H. D. - 15% of 5%	Stanolind Buffalo 41.25% 41.25%
T-18S, R-31E							
2	Sec. 1: NE/4 SE/4 Sec. 11: N/2 NE/4	120.00	029353-(b) 1-20-39	USA-12-1/2%	Frank Bezoni	Alvin Hill et ux Lula Lee Bennett Hill-5%	Stanolind Buffalo 41.25%* 41.25%
	Sec. 34: SW/4 SW/4	40.00	029390-D 12-4-39	USA-12-1/2%	Van S. Welch-1/4 of 7/8 S. J. Iverson-1/4 of 7/8 B. M. Keohane-1/4 of 7/8 The heirs at law or devisees of Jimmie Saunders, deceased Elyse Saunders Paterson-1/12 of 7/8 Sue Saunders Graham-1/12 of 7/8	Mercury Oil Co. -5% \$640. per net acre oil payment payable out of 5% owned as follows: S. J. Iverson-1-1/4% B. M. Keohane-1-1/4% Van S. Welch-1-1/4% Elyse Saunders Patterson-5/12% Sue Saunders Graham-5/12% Toles-5/12%	Stanolind-38.75 to 41.25% Buffalo-38.75 to 41.25%

Tract No.	Description	No. of Acres	Serial No. Las Cruces & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
3 (Cont.)							
T-18S, R-31E							
4A	Sec. 34: N/2 NE/4 Sec. 35: S/2 SW/4	160.00	029392-(a) 12-29-39	USA-5%	Van S. Welch-1/4 of 7/8 S.J. Iverson-1/4 of 7/8 B.M. Keohane-1/4 of 7/8 The heirs at law or devisees of Jimmie Saunders, deceased Elyse Saunders Patterson-1/12 of 7/8 Sue Saunders Graham-1/12 of 7/8 Sally Ann Saunders Toles-1/12 of 7/8	7.5% ORR owned as follows: Albuquerque Nat'l. Bank and Samuel H. Marshall, Anc. Executors under the will of F. A. Andrews-. 50% M. E. Baish-. 50% Ethel Lewis McGuire-. 50% Ralph A. Shugart-. 50% S. W. Lodewick-. 5625% Kenneth McIntosh-. 50% Elizabeth Coulthard-4.4375%	Stanolind-38.75 to 41.25%* Buffalo-38.75 to 41.25%
4B	Sec. 34: S/2 NE/4, N/2 SE/4 Sec. 35: NW/4, N/2 SW/4	400.00	029392-(a) 12-29-39	USA-5%	Van S. Welch-1/4 of 7/8 S.J. Iverson-1/4 of 7/8 B. M. Keohane-1/4 of 7/8	7.5% ORR owned as follows: Albuquerque Nat'l. Bank and Samuel H. Marshall, Anc. Executors under the will of F. A. Andrews-. 50% M. E. Baish-. 50%	Stanolind-38.75% to 43.75%* Buffalo-38.75 to 43.75%

The heirs at law or devisees of Jimmie Saunders, deceased Elyse Saunders Paterson-1/12 of 7/8 Sue Saunders Graham-1/12 of 7/8 Sally Ann Saunders Toles-1/12 of 7/8	Ethel Lewis McGuire-. 50% Ralph A. Shugart-. 50% S. W. Lodewick-. 5625% Kenneth McIntosh-. 50% Elizabeth Coulthard-4. 4375% \$300. per acre oil payment payable out of 5% of production owned by Mercury Oil Co. \$640. per net acre oil payment pay-
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Ethel Lewis McGuire-. 50%
Ralph A. Shugart-. 50%
S. W. Lodewick-. 5625%
Kenneth McIntosh-. 50%
Elizabeth Coulthard-4. 4375%
\$300. per acre oil payment payable out of 5% of production owned by Mercury Oil Co.
\$640. per net acre oil payment payable out of 5% owned as follows:

\$640. per net acre oil payment payable out of 5% owned as follows:

S.J. Iverson-1-1/4%

Van S. Welch-1-1/4%

Elyse Saunders Patterson-5/12%

Sue Saunders Graham-5/12%

Sally Ann Saunders Toles-5/12%

1280.00 029392-(b) USA-12-1/2%
12-29-39

Van S. Welch-1/4
of 7/8

Sec. 26: All, Sec. 27: All, sub-
ject to \$200. per acre oil pay-
Stanolind - 38.25 to 43.75%*
Buffalo - 38.25 to 43.75%

Stanolind - 38.25 to 43.75
Buffalo - 38.25 to 43.75%

S. J. Iverson-1/4 of 7/8
B. M. Keohane-1/4 of 7/8

B. M. Keohane-1-1/4%

S. J. Iverson-1-1/4%

Van S. Welch-1-1/4%

Elyse Saunders Patterson-5/12%

Elyse Saunders Pat-

Sue Saunders Graham-5/12%

Person-1/12 of 7/8

Sally Ann Saunders Toles-5/12%

Sue Saunders Graham-

1/12 of 7/8

Sally Ann Saunders

Toles-1/2 of 7/8

Tract No.	Description	No. of Acres	Serial No. Las Cruces & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
5B	T-18S, R-31E						
	Sec. 34: NW/4, NW/4 SW/4	520.00	029392-(b) 12-29-39	USA-12-1/2%	Van S. Welch-1/4 of 7/8	Sec. 34: NW/4, E/2 SW/4, NW/4 SW/4	Stanolind-38.75 to 41.25%* Buffalo-38.75 to 41.25%
	Sec. 35: E/2				S. J. Iverson-1/4 of 7/8	Sec. 35: E/2	
					B. M. Keohane-1/4 of 7/8	Subject to 5% ORR owned as follows:	
					The heirs at law or devisees of Jimmie Saunders, deceased	Nell Hill Welch Gillespie-3.125% Van Phillip Welch Jr. -.625% Marjorie Nell Welch-.625% Robert Hill Welch-.625%	
					Elyse Saunders Pat-terson-1/12 of 7/8	\$640. per net acre oil payment payable out of 5% owned as follows:	
					Sue Saunders Gra-ham-1/12 of 7/8	B. M. Keohane-1-1/4%	
					Sally Ann Saunders Toles-1/12 of 7/8	S. J. Iverson-1-1/4%	
						Van S. Welch-1-1/4%	
						Elyse Saunders Patterson-5/12%	
						Sue Saunders Graham-5/12%	
						Sally Ann Saunders Toles-5/12%	
5C	Sec. 34: E/2 SW/4	80.00	029392-(b) 12-29-39	USA-12-1/2% to 33-1/3% sliding scale	Van S. Welch-1/4 of 66-2/3 to 87.50%	Sec. 34: NW/4, E/2 SW/4, NW/4 SW/4	Stanolind-28.33 to 41.25%* Buffalo-28.33 to 41.25%
					S. J. Iverson-1/4 of 66-2/3 to 87.50%	Sec. 35: E/2	
					Subject to 5% ORR owned as follows:		
					B. M. Keohane-1/4 of 66-2/3 to 87.50%	Nell Hill Welch Gillespie-3.125% Van Phillip Welch, Jr. -.625% Marjorie Nell Welch-.625% Robert Hill Welch-.625%	
					The heirs at law or devisees of Jimmie Saunders, deceased	\$640. per net acre oil payment payable out of 5% owned as follows:	
					Elyse Saunders Pat-erson-1/12 of 66-2/3 to 87.50%	B. M. Keohane-1-1/4%	
					Sue Saunders Gra-ham-1/12 of 66-2/3 to 87.50%	S. J. Iverson-1-1/4%	
					Sally Ann Saunders Toles-1/12 of 66-2/3 to 87.50%	Van S. Welch-1-1/4%	
						Elyse Saunders Patterson-5/12%	
						Sue Saunders Graham-5/12%	
						Sally Ann Saunders Toles-5/12%	

Tract No.	Description	No. of Acres	Serial No. Las Cruces & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
6	<u>T-19S-R-31E</u>						
	Sec. 3: Lot 2 and 3, SE/4 NW/4, SW/4 NE/4	159.40	058008-(a) 1-20-39	USA-5%	Keohane, Inc., et al 1/2 of 95% Woodlan P. Saunders-1/16 of 95% Elyse Saunders Patterson-7/48% of 95% Sue Saunders Graham-7/48% of 95% Sally Ann Saunders Toles-7/48% of 95%	7.5% ORR owned as follows: Albuquerque Nat'l. Bank and Samuel H. Marshall Anc. Executors under the will of F. A. Andrews-1% Nellie W. Day-3% Ernest A. Hanson-1% L. R. Simon-1% Charles J. Grayson-1/4 of 1% J. K. Wallingford-5/8 of 1% M. E. Baish-5/8 of 1%	Stanolind 41.25%* Buffalo 41.25%
7	Sec. 1: Lots 1 and 2	79.97	058008-(b) 1-20-39	USA-12-1-1/2%	Frank Bezoni	\$1,000. per acre production payment payable out of 4% owned by C. E. Roach	Stanolind-41.75 to 43.75%* Buffalo-41.75 to 43.75%
8	<u>T-18S-R-31E</u> Sec. 34: S/2 SE/4	80.00	062082-(a) 12-29-39	USA-5%	Carper Drilling Co.	W. H. Coulthard-7-1/2% C. E. Hinkle-6-1/4%	Carper Drilling Co.-81.25%
9	<u>T-19S-R-31E</u> Sec. 12: NE/4	160.00	063727-A 12-1-48	USA-12-1-1/2%	Carper Drilling Co.	5% ORR owned as follows: Harold T. Kelly-2-3/4% Harry Leonard-2-1/4%	Carper Drilling Co.-82.50%
10	Sec. 1: Lot 3, SE/4 NW/4, E/2 SW/4, SE/4 SE/4, W/2 SE/4	399.96	064577-B 2-1-48	USA-12-1-1/2%	Frank Bezoni	\$1,000. per acre production payment payable out of 4% owned by Beulah I. Hanson et vir, Ernest A. Hanson	Stanolind-41.75% to 43.75%* Buffalo-41.75% to 43.75%
11	Sec. 3: NW/4 SE/4	40.00	064577-A 2-1-48	USA-12-1-1/2%	J. H. Woods	Beulah Irene Hanson-3%	Seaboard Oil Company-84.5%

Tract No.	Serial No.	Las Cruces	Land Owners	Record Owner	Overriding Royalty Owner	Working Interest Owner
Description	No. of Acres	& Date of Lease	& Percentage of Royalty	of Lease or Application	and Percentage	and Percentage
<u>T-19S-R-31E</u>						
12 <u>Sec. 3:</u> Lot 4, SW/4 NW/4, NE/4 SE/4	119.65	064833 12-21-38	USA-12-1/2%	Carper Drilling Co.	None	Carper Drilling Co.- 87.50%
13 <u>Sec. 1:</u> Lot 4, SW/4 NW/4, W/2 SW/4, S/2 NE/4	239.95	064870-A 9-1-48	USA-12-1/2%	Frank Bezoni	\$500. per acre production pay- ment payable out of 5% owned by N. H. Wills	Stanolind-41.25% to 43.75%* Buffalo-41.25% to 43.75%
14 <u>Sec. 3:</u> SE/4 SE/4	40.00	064870 9-1-48	USA-12-1/2%	Neil Wills	None	Neil Wills 87.50%
<u>T-18S-R-31E</u>						
15 <u>Sec. 23:</u> S/2	1160.00	065680 6-1-51	USA-12-1/2%	Van S. Welch- 1/4 of 7/8 S. J. Iverson-1/4 of 7/8 B. M. Keohane - 1/4 of 7/8 The heirs at law or devisees of Jimmie Saunders, deceased Elyse Saunders Pat- terson-1/12 of 7/8 Sue Saunders Graham- 1/12 of 7/8 Sally Ann Saunders Toles-1/12 of 7/8	Mercury Oil Co. -5% \$640. per net acre production payment payable out of 5% owned as follows: B. M. Keohane-1-1/4% S. J. Iverson-1-1/4% Van S. Welch-1-1/4% Elyse Saunders Patterson-5/12% Sue Saunders Graham-5/12% Sally Ann Saunders Toles-5/12%	Stanolind-38.75% to 41.25%* Buffalo-38.75% to 41.25%
16 <u>Sec. 6:</u> Lots 3, 4, E/2 SW/4	323.84	071856-A 10-1-50	USA-12-1/2%	Frank Bezoni	\$1,000. per acre production pay- ment payable out of 4% owned as follows: Claudyne Brown Thorp- \$65,438.75 payable out of 12.4722% of 4% T. E. Brown, Jr., \$65,438.75 payable out of 12.4722% of 4% G. Kelley Stout-\$181,755. pay- able out of 34.641% of 4%	Stanolind-41.75% to 43.75%* Buffalo-41.75% to 43.75%

Tract No.	Description	Serial No.		Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
		No. of Acres	Las Cruces & Date of Lease				

16 (Cont.)

W. N. Price \$151, 462. 50 payable out of 28. 8676% of 4%
Paul Terry \$60, 585 payable out of 11. 5470% of 4%

17 T-18S-R-31E
 Sec. 22: All 640. 00 NM 014103 USA-12-1/2% Gulf Oil None Gulf-75. 00% to 87. 50%

to 25% - oil - sliding scale
12-1/2% to 16-2/3% - gas - sliding scale

Corporation

18 Sec. 23: N/2 440. 00 NM 014104 USA-12-1/2% E. E. Nearburg None Stanolind-37. 50% to 43. 75%*
 Sec. 24: N/2 NW/4, SW/4 NW/4 to 25% - oil - sliding scale
 12-1/2% to 16-2/3% - gas - sliding scale

Buffalo-37. 50% to 43. 75%*

19 T-19S-R-31E
 Sec. 12: E/2 NW/4, SW/4 NW/4 120. 00 NM 05470-B USA-12-1/2% E. E. Nearburg 5% ORR owned as follows:
 Edgar F. Puryear-1/3 of 4-7/15% Stanolind 41. 25%*
 Buffalo 41. 25%*

Fred Brainard-1/3 of 4-7/15%
Ross L. Malone, Jr. -1/6 of 4-7/15%
J. D. Atwood-1/6 of 4-7/15%
Argo Oil Corp. -4/15 of 1%
Vera Leah Cox-3/15 of 1%
Mrs. U. Vera Cox-1/15 of 1%

TOTAL FEDERAL LANDS - 6, 682. 52 acres, or
83. 5115% of Unit Area

*Option will be exercised upon
Unit becoming effective.

Tract No.	Description	No. of Acres	State Serial No. & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
<u>STATE LANDS</u>							
<u>T-18S-R-31E</u>							
20	Sec. 36: SE/4 NW/4	40.00	B-1778 HBP	State of New Mexico-12-1/2%	Buffalo & Stanolind	T. E. Brown, et ux, Frances Brown-1%	Stanolind Buffalo 43.25% 43.25%
21	Sec. 36: NE/4 SE/4	40.00	B-8701-4 HBP	State of New Mexico-12-1/2%	Olen F. Featherstone	None	Olen F. Featherstone- 87.50%
22	Sec. 36: NE/4 SW/4	40.00	B-8701-5 HBP	State of New Mexico-12-1/2%	Olen F. Featherstone	None	Olen F. Featherstone- 87.50%
<u>T-19S-R-31E</u>							
23	Sec. 3: SW/4 SE/4	40.00	B-9646-3 HBP	State of New Mexico-12-1/2%	Harvey Yates	None	Harvey Yates 87.50%
<u>T-18S-R-31E</u>							
24	Sec. 36: NE/4 NW/4, SW/4 NW/4, SW/4 SW/4	120.00	E-9222 7-19-55	State of New Mexico-12-1/2%	The Texas Company	None	Texas 87.50%
25	Sec. 36: NW/4 NW/4, S/2 NE/4	120.00	E-1321 5-10-47	State of New Mexico-12-1/2%	Stanolind	Olen F. Featherstone et ux, Martha Featherstone-5%	Stanolind Buffalo 41.25% 41.25%
26	Sec. 36: S/2 SE/4, SE/4 SW/4, NW/4 SE/4	160.00	E-1322 5-10-47	State of New Mexico-12-1/2%	Stanolind	Olen F. Featherstone et ux, Martha Featherstone-5%	Stanolind Buffalo 41.25% 41.25%
27	Sec. 36: NW/4 SW/4	40.00	E-1473 9-10-47	State of New Mexico-12-1/2%	Magnolia	None	Magnolia 87.50%
<u>T-19S-R-31E</u>							
28	Sec. 2: Lot 4, SW/4 NW/4 (W/2 NW/4)	79.78	E-6017-1 2-11-52	State of New Mexico-12-1/2%	Stanolind	B. M. Keohane and wife, Margie T. Keohane-2-1/2% Garel Westall and wife, Myrtle Westall-2-1/2%	Stanolind Buffalo 41.25% 41.25%
29	Sec. 2: Lot 1, 2, 3, S/2 NE/4, SE/4 NW/4	239.62	E-6018-2 2-11-52	State of New Mexico-12-1/2%	Stanolind	B. M. Keohane and wife, Margie T. Keohane-5%	Stanolind Buffalo 41.25% 41.25%
30	Sec. 2: SE/4	160.00	E-7588 11-17-53	State of New Mexico-12-1/2%	Shell	None	Shell 87.50%

Tract No.	Description	No. of Acres	State Serial No. & Date of Lease	Land Owners & Percentage of Royalty	Record Owner of Lease or Application	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
31	<u>T-185-R-31E</u> <u>Sec. 36: N/2 NE/4</u>	80.00	E-7665-1 12-15-53	State of New Mexico-12-1/2%	Stanolind	None	Stanolind Buffalo 43.75% 43.75%
32	<u>T-195-R-31E</u> <u>Sec. 2: SW/4</u>	160.00	E-7746 1-19-54	State of New Mexico-12-1/2%	Sinclair	None	Sinclair 87.50%
TOTAL STATE LANDS - 1,319.40, or 16.4885% of Unit Area.							

RECAPITULATION

<u>Land</u>	<u>Acres</u>	<u>Percentages</u>
Federal	6,682.52	83.5115
State	1,319.40	16.4885
Fee	0	0
TOTAL UNIT AREA -----	<u>8,001.92</u>	<u>100.0000</u>

**BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO**

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

**CASE NO. 961
Order No. R-712**

**THE APPLICATION OF THE STANOLIND
OIL AND GAS COMPANY FOR THE APPROVAL
OF THE GREENWOOD-PRE-GRAYBURG UNIT
AGREEMENT EMBRACING 8,001.92 ACRES
OF LAND MORE OR LESS, LOCATED IN TOWN-
SHIP 18 SOUTH, RANGE 11 EAST, TOWNSHIP 19
SOUTH, RANGE 11 EAST, TOWNSHIP 19 SOUTH,
RANGE 32 EAST, NMPM, LEA AND EDDY COUNTIES,
NEW MEXICO.**

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock a.m. on October 13, 1955, at Santa Fe, New Mexico, before the Oil Conservation Commission, hereinafter referred to as the "Commission".

NOW, on this 10th day of November, 1955, the Commission, a quorum being present, having considered said application and the evidence introduced in support thereof and being fully advised in the premises,

FINDS:

1. That due public notice having been given as required by law, the Commission has jurisdiction of this cause and the subject matter thereof.
2. That the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

1. That this order shall be known as the

GREENWOOD PRE-GRAYBURG UNIT AGREEMENT ORDER

1. (a) That the project herein referred to shall be known as the Greenwood Pre-Grayburg Unit Agreement and shall hereafter be referred to as the "Project".

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

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

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

NEW MEXICO PRINCIPAL MERIDIAN

TOWNSHIP 18 SOUTH, RANGE 31 EAST

Section 22: All
Section 23: All
Section 24: W/2
Section 25: All
Section 26: All
Section 27: All
Section 34: All
Section 35: All
Section 36: All

TOWNSHIP 19 SOUTH, RANGE 31 EAST

Section 1: Lots 1, 2, 3, 4; S/2 N/2, S/2 (All)
Section 2: Lots 1, 2, 3, 4; S/2 N/2, S/2 (All)
Section 3: Lots 1, 2, 3, 4; S/2 N/2, SE/4
Section 11: NE/4
Section 12: N/2

TOWNSHIP 19 SOUTH, RANGE 32 EAST

Section 6: Lots 3, 4; E/2 SW/4
Section 7: Lots 1, 2; E/2 NW/4

containing 4,061.92 acres more or less.

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

5. That the Unit Operator shall file with the Commission an executed original or executed counterpart of the Greenwood Pre-Grayburg Unit Agreement within 30 days after the effective date thereof.

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

-3-

Order No. R-712

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

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

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION

JOHN F. SIMMS, Chairman

E. S. WALKER, Member

W. B. MACIY, Member and Secretary

S E A L

18/

CERTIFICATE - DETERMINATION

Pursuant to the authority vested in the Secretary of the 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, 43 C.F.R., sec. 4.611, 12 F.R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Greenwood Pre-Grayburg Unit Area, State of New Mexico.

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

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

Dated _____

Director, United States Geological Survey

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Greysburg Unit Area, County of Lea and Eddy, State of New Mexico dated the 11th day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Treat 19: E/2 NW/4, SW/4 NW/4 Sec. 12, T-19N, R-7E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 6th day of Sept, 1955

Name _____
Address _____

Name J. D. Atwood
Address Box 867

Name _____
Address _____

Name Olga M. Atwood
Address 213 N. Wisconsin
Roswell, New Mex.

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF New Mexico
COUNTY OF Bernalillo

On this 25 day of November, 1955, before me personally appeared J. D. Alvarado & Olga M. Alvarado his wife to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25 day of November, 1955.

My commission expires:

9-3-58

Opal L. Glasgow
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Grayburg Unit Area, County of Lee State, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4 SW/4 Sec. 34, T-10S, R-31E; Tract 4A: N/2 NE/4 Sec. 34, N/2 SW/4 Sec. 35, T-10S, R-31E; Tract 4B: S/2 NE/4, S/2 SW/4 Sec. 34, NW/4, S/2 SW/4 Sec. 35, T-10S, R-31E; Tract 5A: Sec. 26 and Sec. 27, T-10S, R-31E; Tract 5B: NW/4, SW/4 SW/4 Sec. 34, S/2 Sec. 35, T-10S, R-31E; Tract 6: S/2 SW/4 Sec. 34, T-10S, R-31E; Tract 6: Lot 2 and 3, SW/4 NW/4, SW/4 SW/4, Sec. 3, T-10S, R-31E; Tract 15: S/2 Sec. 23, NW/4, SW/4 SW/4 Sec. 24, Sec. 25, T-10S, R-31E; Tract 20: Lot 4, SW/4 NW/4 Sec. 2, T-10S, R-31E; Tract 27: Lot 1, 2, 3, S/2 NW/4, SW/4 SW/4, Sec. 2, T-10S, R-31E.

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 16th day of Sept., 1955

Name _____
Address _____

Name B.M. Keohane
Address _____

Name _____
Address _____

Name Ernest J. Keohane
Address _____

Attest: E. J. Keohane
Assistant Secretary

Party KEO HANE INC.

Address: Box 522 Roswell, N.M. By B.M. Keohane
Vice President

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF N.M.)
COUNTY OF Chaves)

On this 16 day of Sept, 1955, before me personally appeared BM Keohane & Margie T. Keohane, to me known to be the person 5 described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of Sept., 1955.

My commission expires:

9-9-56

Emmuel D White
Notary Public

STATE OF N.M.)
COUNTY OF Chaves)

On this 16 day of Sept., 1955, before me appeared BM Keohane, to me personally known, who, being by me duly sworn, did say that he is the _____ President of Keohane Inc.

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

Given under my hand and notarial seal this 16 day of Sept., 1955

My commission expires:

9-9-56

Emmuel D White
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Crystalline Unit Area, County of Lea & Bddy, State of New Mexico dated the 30 day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 4A: 1/2 NW/4 Section 34, 1/2 SW/4 Section 35, T-18S, R-31E

Tract 4B: 1/2 NE/4, 1/2 SE/4 Sec. 34, NW/4, 1/2 SW/4 Sec. 35, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 6th day of September, 19 55.

Name L. B. Lodewick
Address Box 1171
Roswell, N.M.

Name Louise B. Lodewick
Address Box 1171
Roswell, N.M.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF New Mexico)
COUNTY OF Chaves)

On this 6th day of September, 1955, before me personally appeared S.W.Lodewick & Laura B. Lodewick, his wife, to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 6th day of September, 1955.

My commission expires:

12-23-58

Jane Starkey
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Ordinary Unit Area, County of Lea Idaho, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 1: Lot 1, SE/4 NE/4 Sec. 3, T-19S, R-31E
Tract 6: Lot 2 and 3, SE/4 NE/4, SW/4 NE/4, Sec. 3, T-19S, R-31E
Tract 10: Lot 3, SE/4 NE/4, E/2 SW/4, SE/4 SE/4, W/2 SE/4, Sec. 1, T-19S, R-31E
Tract 11: SE/4 SE/4 Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this <u>2nd</u> day of <u>September</u> , 19 <u>55</u>	
Name <u>Bernard A. Hanson</u>	Name <u>Bernard A. Hanson</u>
Address _____	Address _____
_____	_____
Name _____	Name _____
Address _____	Address _____
_____	_____
Attest: _____	Party _____
Assistant Secretary	
Address: _____	By _____
	Vice President

STATE OF New Mexico)
COUNTY OF Chaves)

On this 2nd day of September, 19 55, before me personally appeared Ernest A. Hansen & Beulah I. Hansen, his wife, to me known to be the person ■ described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, 19 55.

My commission expires:

My Commission Expires
February 28, 1958

Emerson B. Todhunter
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

On this 2nd day of September, 19 55, before me personally appeared Beulah I. Hansen and Ernest A. Hansen, her husband, to me known to be the person ■ described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, 19 55.

My commission expires:

My Commission Expires
February 28, 1958

Emerson B. Todhunter
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Greyburg Unit Area, County of Lea and Eddy, State of New Mexico dated the 31st day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 19: E/2 NW/4, SW/4 NW/4 Sec. 12, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 31st day of Sept., 1955.

Name Fred Braumail
Address Box 368
Artesia N.M.

Name Julia Braumail
Address Box 368
Artesia N.M.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF New Mexico)
COUNTY OF Sandoz)

On this 9th day of Sept., 1955, before me personally ap-
peared Prod Brainerd & his wife Julia Brainerd, to me known to be the
person a described in and who executed and delivered the foregoing instrument, and
acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of
Sept., 1955.

My commission expires:

Dec. 22, 1957

John B. Barritt
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lee & Early, State of New Mexico dated the 30 day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 4A: 1/2 NE/4 Sec. 34, 3/2 SW/4 Sec. 35, T-18S, R-31E

Tract 4B: 3/2 NE/4, 1/2 SE/4 Sec. 34, NW/4, 1/2 SW/4 Sec. 35, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this _____ day of _____, 19 55

Name _____
Address _____

Name Kenneth McIntosh
Address (W55) 1 mile S. m. McIntosh

Name _____
Address _____

Name Kenneth McIntosh
Address RD 1, Lambertville, N.J.
Tel. 2-0543

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF New Jersey)
COUNTY OF Hunterdon)

On this 10th day of September, 19 55, before me personally appeared Kenneth McIntosh & Mrs Jessie E. McIntosh, his wife, to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of September, 19 55.

My commission expires:

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APR. 16, 1959

William E. Egan
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Crayburg Unit Area, County of San & 140 Manuel, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: Lot 1, SE/4 NE/4, Sec. 3, T-19S, R-31E

Tract 4A: E/2 NE/4 Sec. 34, S/2 NW/4 Sec. 35, T-18S, R-31E

Tract 4B: S/2 NE/4, E/2 SE/4, Sec. 34, NW/4, N/2 SW/4, Sec. 35, T-18S, R-31E

Tract 6: Lot 2 and 3, SE/4 NW/4, SW/4 NE/4, Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 12th day of September, 1955.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Attest: William E. Nuyve
Assistant Secretary/Cashier

Party Albuquerque National Bank,
Testamentary Trustee of
Frank A. Andrews, deceased

Address: Albuquerque, N. M.

By Ralph J. Smith
Vice President

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF New Mexico)
COUNTY OF Bernalillo)

On this 12th day of September, 19 55, before me appeared Ralph E. Becker, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Albuquerque National Bank

and that the seal affixed to said instrument 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 Ralph E. Becker acknowledged said instrument to be the free act and deed of said corporation.

Given under my hand and notarial seal this 12th day of September, 19 55.

My commission expires:

Sept 20 1955

Peresa M. Muncie
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lee & Biley, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4, SW/4 Sec. 34, T-18S, R-31E
Tract 4A: E/2 NE/4 Sec. 34, S/2 SW/4 Sec. 35, T-18S, R-31E
Tract 4B: S/2 NE/4, E/2 SE/4 Sec. 34, NW/4, E/2 SW/4 Sec. 35, T-18S, R-31E
Tract 5A: Sec. 26 and Sec. 27, T-18S, R-31E
Tract 5B: NW/4, NW/4 SW/4 Sec. 34, E/2 Sec. 35, T-18S, R-31E
Tract 5C: E/2 SW/4 Sec. 34, T-18S, R-31E
Tract 15: S/2 Sec. 23, SW/4, SE/4 NW/4 Sec. 24, Sec. 25, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 17th day of September, 1955.

Name J. J. Jensen
Address 4309 Ridgeman Ct
St. North, Tex.

Name Karja Jensen
Address 4309 Ridgeman Ct
St. North, Texas

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

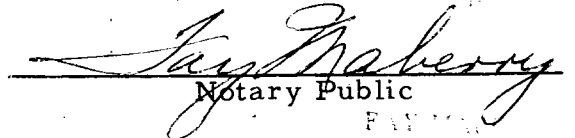
STATE OF Texas)
COUNTY OF Tarrant)

On this 17th day of September, 1955, before me personally appeared S. J. Iverson and Marjorie Iverson, to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of September, 1955.

My commission expires:

June 1, 1957


Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Greyberg Unit Area, County 189 Lee and 1047, State of New Mexico dated the 1st day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Treat 19: E/2 NW/4, SW/4 NW/4 Sec. 12, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 13th day of September, 19 55.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Attest: *Sam Blount*
Assistant Secretary

Party ARGO OIL CORPORATION

Address: 1720 Union Building,
San Antonio 5, Texas

By *J. R. Johagan*
Vice President

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF TEXAS)
COUNTY OF EL PASO)

On this 13th day of September, 1955, before me appeared E. R. COHAGAN, to me personally known, who, being by me duly sworn, did say that he is the Vice President of ARGO OIL CORPORATION

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

Given under my hand and notarial seal this 13th day of September, 1955.

My commission expires:

June 1, 1957

Mildred M. Morgan

Notary Public

MILDREDA M. MORGAN

Notary Public in and for El Paso County, Texas

1726 W. Commerce, San Antonio, Texas

Commission expires June 1, 1957

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lee & Rddy, State of New Mexico dated the 30th day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 6: Lot 2 and 3, SE/4 NW/4, SW/4 NE/4 Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 15th day of September, 1955.

Name _____
Address _____

Name Merton P. Saunders
Address 1442 Lewis Road, Santa Fe, N.M.

Name _____
Address _____

Name Virginia Lee Saunders
Address 1442 Lewis Road, Santa Fe, N.M.

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

2nd - 1st of 1917

1917 20 14 1

1917 20 14 1

1917 20 14 1

On this 13th day of September, 1917, before me personally appeared the undersigned, and being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the same as the same is now in my possession and control.

Subscribed and sworn to before me this 13th day of September, 1917.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lee & Edley, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4 SW/4 Sec. 34, T-18S, R-31E
Tract 4A: N/2 NE/4 Sec. 24, S/2 SW/4 Sec. 35, T-18S, R-31E
Tract 4B: S/2 NE/4, N/2 SE/4 Sec. 34, NW/4, N/2 SW/4 Sec. 35, T-18S, R-31E
Tract 5A: Sections 26 and 27, T-18S, R-31E
Tract 9B: NW/4, NW/4 SW/4 Sec. 34, E/2 Sec. 35, T-18S, R-31E
Tract 9C: E/2 SW/4 Sec. 34, T-18S, R-31E
Tract 15: S/2 Sec. 27, SW/4, SE/4 NW/4 Sec. 24, all Section 25, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 20 day of Sept, 1955.

Name _____
Address _____

Name V. J. Skelch
Address Box 1417
Artesia N.M.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF NEW MEXICO)
COUNTY OF 1931)

On this 20TH day of SEPTEMBER, 19 55, before me personally appeared V. S. J. BLOH, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that HE executed the same as HIS free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20TH day of SEPTEMBER, 19 55.

My commission expires:

11/8/57


Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Granulated Pro-Grapburg Unit Area, County of Lee & May, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4 SW/4 Sec. 36, T-18S, R-31E
Tract 4: N/2 NE/4 Sec. 36, S/2 SW/4 Sec. 35, T-18S, R-31E
Tract 4B: S/2 NE/4, N/2 SE/4 Sec. 36, SW/4, N/2 SW/4 Sec. 35, T-18S, R-31E
Tract 5A: All Sections 26 and 27, T-18S, R-31E
Tract 6: Lot 2 and 3, SE/4 NE/4, SW/4 NE/4 Sec. 3, T-19S, R-31E
Tract 15: S/2 Sec. 23, SW/4, SE/4 NE/4 Sec. 24, all Section 25, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 19th day of September, 1955.

Name Sally Saunders Jones
Address Box 1144
Reserve, New Mexico

Name J. Howard Jones
Address Box 1144
Reserve, N. M.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

On this 20th day of September, 1955, before me personally appeared J. Penrod Toles and Sally Saunders Toles, his wife, to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September, 1955.

My commission expires:

May 10, 1958

Georgia D. Lippus
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Fire-Grayburg Unit Area, County of Lea & Bddy, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 1: Lot 1, SE 1/4 NE 1/4, Sec. 3, T-19N, R-3 E
Tract 4: Lot 2 and 3, SE 1/4 NW 1/4, SW 1/4 NE 1/4, Sec. 3, T-19N, R-3E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 19th day of September, 1955.

Name Nella W. Day
Address 308 N. Leaf Ave
Roosevelt, N. Mex

Name _____
Address _____

Name Nella W. Day
Address 308 N. Leaf Ave
Roosevelt, N. Mex

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF NEW MEXICO,
COUNTY OF CHAVES.

On this 19th day of September,, 1955, before me personally ap-
peared Helle W. Day and W. S. Day, her husband, to me known to be the
person ■ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of
September,, 1955.

My commission expires:

March 28, 1956.

Arlene Gibbany
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Cromwell Fire-Crestburg Unit Area, County of Lee ¹⁴⁹ Mo, State of Missouri dated the 20 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4 SW/4 Sec. 34, T-100, R-31E
Tract 4A: N/2 NE/4 Sec. 34, S/2 SW/4 Sec. 35, T-100, R-31E
Tract 4B: S/2 NE/4, S/2 SW/4 Sec. 34, T-100, R-31E, NW/4, S/2 SW/4 Sec. 35, T-100, R-31E
Tract 5A: All Sections 27 and 28, T-100, R-31E
Tract 5B: SW/4, NE/4 SW/4 Sec. 34, S/2 Sec. 35, T-100, R-31E
Tract 6B: N/2 SW/4 Sec. 34, T-100, R-31E
Tract 6: Lot 2 and 3, SE/4 NW/4, SW/4 NE/4 Sec. 3, T-100, R-31E
Tract 10: S/2 Sec. 23, SW/4, SE/4 SW/4 Sec. 24, all Sec. 29, T-100, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 20th day of September, 1955.

Name Elyse Saunders Patterson
Address 6437 High Drive
Kansas City 13, Missouri

Name A. M. Tallium
Address Same

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF Missouri)
COUNTY OF Jackson)

On this 20th day of September, 1955, before me personally ap-
peared Elipe Saunders Patterson & R. M. Patterson, to me known to be the
person s described in and who executed and delivered the foregoing instrument, and
acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of
September, 1955.

My commission expires:

April 20, 1956

Jean Baker
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Greyburg Unit Area, County of Lea and Eddy, State of New Mexico dated the 31st day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 16: Lots 3, 4, E/2 SW/4, Sec. 6

Lots 1, 2, E/2 NW/4, Sec. 7

All in T-19S, R-32E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 19th day of September, 19 55.

Name _____
Address _____

Name Paul Terry
Address 410 W. Washington
Artesia, New Mexico

Name _____
Address _____

Name Julia S. Terry
Address 410 W. Washington
Artesia, New Mexico

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

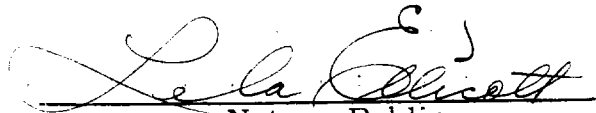
STATE OF New Mexico)
COUNTY OF Eddy)

On this 19th day of September, 19 55, before me personally appeared Paul Terry and Julia S. Terry, his wife,, to me known to be the persons described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of September, 19 55.

My commission expires:

Oct. 8, 1958


Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

Given under my hand and notarial seal this _____ day of _____, 19 __.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Cromwell Fire-Gravel Unit Area, County of Lea and Elddy, State of New Mexico dated the 11th day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 16: Lots 3, 4, 1/2 34/4, Sec. 6

Lots 1, 2, 1/2 34/4, Sec. 7

All in T-195, R-15

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 19th day of September, 19 55.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Address: _____

Name Kenny Stout
Address 606 Grand
Artesia New Mexico

Name Alice Lucille Stout
Address 606 Grand
Artesia New Mexico

Party _____

By _____
Vice President


STATE OF New Mexico)
COUNTY OF Eddy)

On this 19th day of September, 19 55, before me personally ap-
peared C. Kelley Stout and Alice Lucille Stout, his wife to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of
September, 19 55

My commission expires:

Oct. 8, 1958


Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Leon, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 2: SE/4 31/4 Sec. 1, E/2 SE/4 Sec. 11, T-19N, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 26th day of September, 1955.

Name _____
Address _____

Name Alvin Hill
Address P. O. Box 1750
Amarillo, Texas

Name _____
Address _____

Name Lula Lee Bennett Hill
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF TEXAS.)
COUNTY OF OTTAWA.)

On this 26th day of September, 1955, before me personally appeared ALVIN HILL, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September, 1955.

My commission expires:

June 1, 1957

Morris G. Cobb
Morris G. Cobb - Notary Public
Ottawa County, Texas.

STATE OF TEXAS.)
COUNTY OF OTTAWA.)

On this 26th day of September, 1955, before me personally appeared JOHN LEO BENNETT HILL, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September, 1955.

My commission expires:

June 1, 1957

Morris G. Cobb
Morris G. Cobb - Notary Public
Ottawa County, Texas.

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Crayburg Unit Area, County of Los Alamos, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 3: SW/4 NW/4 Sec. 34, T-18S, R-31E
Tract 4A: N/2 NW/4 Sec. 34, S/2 SW/4 Sec. 35, T-18S, R-31E
Tract 4B: S/2 NW/4, S/2 SE/4 Sec. 34, NW/4, S/2 SW/4, Sec. 35, T-18S, R-31E
Tract 5A: All Section 26 and 27, T-18S, R-31E
Tract 6: Lot 2 and 3, SW/4 NW/4, SW/4 SE/4, Section 3, T-19S, R-31E
Tract 13: S/2 Sec. 23, NW/4, SW/4 NW/4 Sec. 24, All Section 25, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 13 day of September, 1955

Name Robert L. Graham
Address 2529 Castle Lane
Salt Lake City, Utah

Name Sue Saunders Graham
Address 2529 Castle Lane
Salt Lake City, Utah

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF Utah)
COUNTY OF Salt Lake)

On this 13 day of Sept, 1955, before me personally appeared Robert L. Graham & Sue Saunders Graham, to me known to be the person 5 described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of Sept., 1955.

My commission expires:

May 12, 1958

[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Greysburg Unit Area, County of Lea and State of New Mexico dated the 11th day of August, 19 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 19: E/2 NW/4, SW/4 NW/4 Sec. 12, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 26th day of September, 1955.

Name Yera Leal Cox
Address 9909 Glenris
Dallas, Texas

Name Y. Yera Cox-Haefl
Address 9909 Glenris
Dallas, Texas

Name _____
Address _____

Name R. W. Haefl
Address 9909 Glenris Lane
Dallas Texas

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF Texas)
COUNTY OF Dallas)

On this 26th day of September, 19 55, before me personally appeared Mrs. U. Vera Cox Haef's, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September, 19 55.

My commission expires:

5-31-57

Harold W. O'Keefe

HAROLD W. O'KEEFE

Notary Public

STATE OF Texas)
COUNTY OF Dallas)

On this 26th day of September, 19 55, before me personally appeared Richard W. Haef's, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of September, 19 55.

My commission expires:

5-31-57

Harold W. O'Keefe

HAROLD W. O'KEEFE

Notary Public

STATE OF Texas)
COUNTY OF Tarrant)

On this 27th day of September, 19 55, before me personally appeared Vera Leah Cox, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of September, 19 55.

My commission expires:

6-1-57

John W. White

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the ~~Crescent Pro-Company~~ Unit Area, County of ~~Lee~~ and ~~State of~~ ~~West Virginia~~, State of ~~West Virginia~~ dated the ~~13th~~ day of ~~October~~, 19~~54~~⁵⁵, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 19: 1/2 NW/4, SE/4 NW/4 Sec. 12, T-19N, R-7E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 13th day of October, 1955:

Name Dogan F. Pinyan
Address Box 267, Silver Spring, Md.

Name Annie F. Pinyan
Address Box 267, Silver Spring, Md.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF Maryland
COUNTY OF Montgomery

On this 13 day of October, 1950, before me personally appeared Edgar F. Puryear and Anne F. Puryear to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of October, 1950.

My commission expires:

May 6, 1951.

John Osborne
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lea and Elly, State of New Mexico dated the 31st day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 25: NW/4 NW/4, S/2 NE/4 Sec. 36
Tract 26: S/2 SE/4, SE/4 SW/4, NW/4 SE/4 Sec. 36
All in T-188, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 20th day of Sept, 1955.

Name _____
Address _____

Name Mr. J. A. Henderson
Address _____

Name _____
Address _____

Name Arthur Arthurson
Address _____

Attest: _____
Assistant Secretary

Party

Address: _____

By _____
Vice President

STATE OF New Mexico)
COUNTY OF Chaves)

On this 20th day of September, 1955, before me personally appeared Olen F. Featherstone & Martha Featherstone, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that _____ executed the same as _____ free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of September, 19 55.

My commission expires:

March 16, 1956

Ernest Lee Hodges
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Grayburg Unit Area, County of Lee ^{1st}, State of New Mexico, dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 11 Lot 1, 22/4 NE/4, Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 16th day of Sept., 1955.

Name Frieda M. Guillin Name _____
Address by Mary M. Guillin, her attorney-in-fact Address _____
14028 R. Hernandez St. East
Van Nuys, Cal.

Name _____ Name _____
Address _____ Address _____

Attest: _____ Party _____
Assistant Secretary

Address: _____ By _____
Vice President

STATE OF (California)
COUNTY OF (Los Angeles)

On this 16 day of September, 1955, before me personally ap-
peared Mary M. Smith, to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of
September, 1955.

My commission expires:

My Commission Expires June 3, 1958

Paul H. Anderson
Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of ddy & Lee, State of New Mexico dated the 28th day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 21: NE/4 SE/4 Sec. 36, T-16S, R-31E
Tract 22: NE/4 SW/4 Sec. 36, T-16S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 6th day of December, 1955.

Name _____
Address _____

Name *[Signature]*
Address 200 North Pennsylvania
Roswell, New Mexico

Name _____
Address _____

Name *[Signature]*
Address 200 South Pennsylvania
Roswell, New Mexico

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

STATE OF New Mexico)
COUNTY OF Chaves)

On this 7th day of December, 1955, before me personally appeared Olen F. Featherstone and wife Martha Featherstone, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of December, 1955

My commission expires:

March 16, 1957

Ernest Lee Hodges
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this _____ day of _____, 19____.

My commission expires:

Notary Public

CERTIFICATE OF APPROVAL
BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
OF UNIT AGREEMENT FOR DEVELOPMENT AND OPERATION
OF GREENWOOD PRE-GRAYBURG UNIT AREA, LEE AND EDDY COUNTIES,
NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, an agreement for the development and operation of the Greenwood Pre-Grayburg Unit Area, Lee and Eddy Counties, New Mexico, dated 26th day of Aug, 1955, in which the Stanolind Oil and Gas Company, a corporation, is designated as operator, and which has been executed by various parties owning and holding oil and gas leases embracing lands within the Unit Area and upon examination of said Agreement, the Commissioner finds:

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

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

IN WITNESS WHEREOF, this certificate of approval is executed as of this the 30^d day of January, 1956.



Commissioner of Public Lands of the
State of New Mexico.

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Grayburg Unit Area, County of Log & August, State of New Mexico dated the 30 day of September, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 1: Lot 1, SE 1/4 NE 1/4, Sec. 3, T-19S, R-31E
Tract 4: Lot 2 and 3, SE 1/4 NE 1/4, SW 1/4 NE 1/4, Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 16th day of January, 1956.

Name _____
Address _____

Name _____
Address _____

Name Paul Wallingford
Address _____

Name Ellen W. Wallingford
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

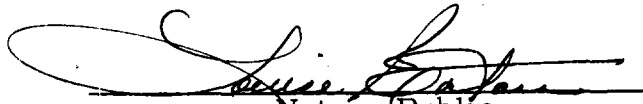
STATE OF TEXAS)
COUNTY OF TAYLOR)

On this 16th day of January, 1956, before me personally appeared J. K. Wallingford & wife, Ellen Wallingford, to me known to be the person s described in and who executed and delivered the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of January, 1956.

My commission expires:

June 1, 1957


Notary Public

STATE OF)
COUNTY OF)

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

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

My commission expires:

Notary Public

STATE OF)
COUNTY OF)

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

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

My commission expires:

Notary Public

STATE OF)
COUNTY OF)

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

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

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

My commission expires:

Notary Public

STANOLIND OIL AND GAS COMPANY

Tulsa, Oklahoma

file

March 14, 1956

File: GRJ-41.599

Re: (Greenwood Pre-Grayburg Unit
Lee and Eddy Counties, New
Mexico - AFE 20,579)961
MAIN OFFICE CCC
MAR 15 AM 8:49Mr. John Anderson (3)
Supervisor, Oil and Gas Operations
United States Geological Survey
Roswell, New Mexico

Dear Sir:

Supplementing our letter of December 28, 1955, we are attaching herewith eight (8) executed copies each of four (4) Ratification and Joinders to the Unit Agreement of the Greenwood Pre-Grayburg Unit, Lee and Eddy Counties, New Mexico, signed by J. K. and Ellen W. Wallingford, Selma A. Andrews, Ross L. Malone, Jr., and Nell Hill Welch Gillespie.

Also attached to supplement our Exhibit X of the above date is one copy each of eleven (11) registered letters soliciting joinders which have gone unanswered. These represent a follow-up effort to induce additional overriding royalty interest owners to join the unit.

Additional joinders by working interest owners, The Texas Company, and Sinclair Oil Company will be forwarded to your office as soon as received, as these parties have now indicated their willingness to join the unit.

Yours very truly,

G. B. Jenkinson

Original
Signed by LAWRENCE E. BROCK

By:

FR/sc
Attachmentscc: Commissioner of Public Lands w/Attachments
State of New MexicoOil Conservation Commission w/Attachments ✓
State of New Mexico

COPY

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Grayburg Unit Area, County of 100 Eddy & Lea, State of N. Mexico dated the 30th day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 19: 1/2 NW/4, SW/4 NW/4 Sec. 12-19N-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 5th day of March, 19 56.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Address: _____

Name Ray C. Malone Jr.
Address P. O. Box 867
Roswell, New Mexico

Name Elysiak A. Malone
Address P. O. Box 867
Roswell, New Mexico

Party _____

By _____
Vice President

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

On this 5th day of March, 1956, before me personally appeared Ross L. Malone, Jr., to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of March, 1956.

My commission expires:

9-3-58

Opal L. Glasgow
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES)

On this 5th day of March, 1956, before me personally appeared Elizabeth A. Malone, to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that she executed the same as her free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 5th day of March, 1956.

My commission expires:

9-3-58

Opal L. Glasgow
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lea & Eddy¹⁰⁸, State of New Mexico dated the 30 day of August, 19 55, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 1: Lot 1, SE/4 NE/4 (E/2 NE/4) Sec. 3, T-19S, R-31E

Tract 4A: N/2 NE/4 Sec. 34, S/2 SW/4 Sec. 35, T-18S, R-31E

Tract 4B: S/2 NE/4, N/2 SE/4 Sec. 34, NW/4, N/2 SW/4 Sec. 35, T-18S, R-31E

Tract 6: Lot 2 and 3, SE/4 NW/4, SW/4 NE/4 Sec. 3, T-19S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this _____ day of NOV 22 1955, 19 ____.

Name _____
Address _____

Name _____
Address _____

Attest: _____
Assistant Secretary

Address: _____

Name Selma E. Andrews
Address 254 Bradford
Los Angeles 24 Calif.

Name _____
Address _____

Party _____

By _____
Vice President

STATE OF California
COUNTY OF San Diego

On this _____ day of NOV 22 1955, 19____, before me personally appeared _____, to me known to be the person _____ described in _____ and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as he free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of November 1955.

My commission expires:

My Commission Expires October 22, 1959

Alfred Johnson
Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this _____ day of _____, 19____.

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Crayburg Unit Area, County of Los Angeles, State of New Mexico dated the 28 day of August, 19 56, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves, and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 44: 1/2 NE/4 Sec. 34, 1/2 SW/4 Sec. 35, T-18S, R-31E

Tract 50: SW/4, NW/4 SW/4 Sec. 34, 1/2 Sec. 35, T-18S, R-31E

Tract 56: 1/2 SW/4 Sec. 34, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this Feb. day of 28, 19 56

Name Neil Elmer Welch Gillette
Address 627 N. Willow St. Rd.
Beverly Hills, Cal.

Name _____
Address _____

Name J. J. Gillette
Address 627 N. Willow St. Rd.
Beverly Hills, Cal.

Name _____
Address _____

Attest: _____
Assistant Secretary

Party _____

Address: _____

By _____
Vice President

California
STATE OF San Diego
COUNTY OF Los Angeles

On this 26th day of February, 1956, before me personally ap-
peared Hall Main Office, OCC, to me known to be the
person Hall Main Office, OCC described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed.
1956 MAR 19

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of
February, 1956.

My commission expires:

December 7, 1956

R. P. Spencer
Notary Public

CALIFORNIA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On this 29th day of February, 1956, before me personally ap-
peared A. A. Gillespie, to me known to be the
person A. A. Gillespie described in and who executed and delivered the foregoing instrument, and
acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of
February, 1956.

My commission expires:

February 4, 1958.

Irving L. Bowser
Notary Public

STATE OF _____
COUNTY OF _____

On this _____ day of _____, 19____, before me personally ap-
peared _____, to me known to be the
person _____ described in and who executed and delivered the foregoing instrument, and
acknowledged to me that _____ executed the same as _____ free act and deed.

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

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

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

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

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

My commission expires:

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pro-Grayburg Unit Area, County ¹⁰⁸ of Lea and Eddy, State of New Mexico dated the 30th day of August, 19 56, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 24: NE/4 NW/4, SW/4 NW/4, SW/4 SW/4 of Sec. 36, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 28th day of February, 19 56.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Attest: _____

Party THE TEXAS COMPANY

Address: _____

By _____

ATTORNEY-IN-FACT

[Signature]

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

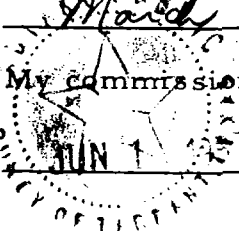
STATE OF Texas)
COUNTY OF Tarrant)

On this 3rd day of March, 1956, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the ~~AGENT-IN-FACT~~ of THE TEXAS COMPANY

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 3rd day of March, 1956.

My commission expires:

_____
Ann Matthews
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Fire-Crayburg Unit Area, County of Leon and Betty, State of New Mexico dated the 30th day of August, 19 56, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 38: SW/4 of Sec. 2, T-19-S, R-31-E.

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 9th day of April, 19 56.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Attest: [Signature]
Assistant Secretary

Party SINCLAIR OIL & GAS COMPANY

Address: 901 Fair Bldg., Ft. Worth, Texas

By [Signature]
Vice President

[Signature]
J. M. A. K.
Law

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

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

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

My commission expires:

Notary Public

STATE OF **TEXAS**)
COUNTY OF **TARRANT**)

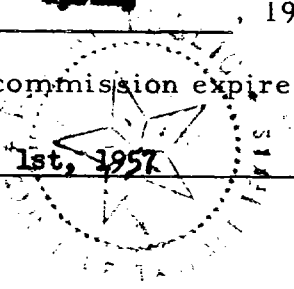
On this 10th day of April, 1956, before me appeared P. C. BROOKS, to me personally known, who, being by me duly sworn, did say that he is the Vice President of SINCLAIR OIL & GAS COMPANY

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

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 10th day of April, 1956.

My commission expires:

June 1st, 1957


E. J. Wright
Notary Public
In and For Tarrant County, Texas
E. J. WRIGHT, Notary Public
In and For Tarrant County, Texas

STANOLIND OIL AND GAS COMPANY

Tulsa, Oklahoma

April 19, 1956

File: GBJ-41.599

Re: (Greenwood Pre-Grayburg Unit)
Lea and Eddy Counties,
New Mexico - AFE 20,579

Commission of Public Lands
State of New Mexico
Santa Fe, New Mexico

New Mexico Oil Conservation Commission
Santa Fe
New Mexico

Gentlemen:

Supplementing my letter of March 14, attached for each of you are Ratification and Joinder of Unit Agreement forms signed by Sinclair Oil & Gas Company, The Texas Company, and Elizabeth Coulthard, committing their interests to the subject Unit Agreement. Please file these copies with the copies of the Unit Agreement heretofore furnished you.

Yours very truly,

G. B. Jenkinson

TAC/sc
Attachments

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the Greenwood Pre-Grayburg Unit Area, County of Lea & Eddy, State of New Mexico dated the 30 day of August, 1955, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This ratification and joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Tract 8: S/2 SE/4 Sec. 34, T-18S, R-31E

Tract 14: S/2 SE/4 Sec. 34, S/2 SW/4 Sec. 35, T-18S, R-31E

Tract 14: S/2 SE/4, S/2 SE/4 Sec. 34, SW/4, S/2 SW/4 Sec. 35, T-18S, R-31E

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this ratification and joinder, the undersigned to the extent of his or its interest, expressly agrees:

(1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.

(2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.

(3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.

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

EXECUTED this 15th day of March, 1956.

Name W. H. McMillan
Address 6459 W. Broad St.
Albuquerque, N.M.

Name William J. McMillan
Address 6459 W. Broad St.
Albuquerque, N.M.

Name STATE OF OHIO
Address COUNTY OF FRANKLIN

Name _____
Address _____

Sworn to before me and signed in my presence this 15th day of March, 1956.

Attest:

Assistant Secretary

HELEN VAN ALLEN
NOTARY PUBLIC

Party

William J. McMillan
Notary Public
6-22-56

Address: _____

By _____
Vice President

CONSENT AND RATIFICATION
GREENWOOD PRE-GRAYBURG UNIT AGREEMENT
EMBRACING LANDS IN LEA AND EDDY COUNTIES, NEW MEXICO
No. 14-08-001-2904

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the GREENWOOD PRE-GRAYBURG Unit Area embracing lands situated in Lea and Eddy Counties, New Mexico, and a copy of the Unit Operating Agreement covering said Unit Area, which said agreements are dated the 26th day of August, 1955, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interest to the GREENWOOD PRE-GRAYBURG Unit Agreement and Unit Operating Agreement, and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating 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.

LEASE COMMITTED:

Tract No. 11

TEXACO SEABOARD INC.

By:

J. L. Sleeper
Attorney-in-Fact

APPROVED:

Terms SKH KHG
Form 8/1

STATE OF TEXAS

COUNTY OF MIDLAND

The foregoing instrument was acknowledged before me this 22 day of October, 1959, by J. L. Sleeper, Jr., an Attorney-in-Fact for TEXACO SEABOARD INC., a corporation, on behalf of said corporation.

My Commission Expires:

6-1-61

Mary Garrison
Notary Public

APPROVED AND CONSENTED TO:

PAN AMERICAN PETROLEUM CORPORATION

Unit Operator

By C. F. Bedford
ATTORNEY-IN-FACT



PAN AMERICAN PETROLEUM CORPORATION
FORT WORTH, TEXAS

November 30, 1959

File: GWK-5009-416

Subject: Joinder of Additional
Tract, Greenwood Pre-
Grayburg Unit

United States Geological Survey
P. O. Box 6721
Roswell, New Mexico

Gentlemen:

Attached are two originals and four photostat copies of a consent and ratification of the Greenwood Pre-Grayburg Unit, Lea and Eddy Counties, New Mexico whereby Texaco Seaboard, Inc. commits their interests in Tract No. 11 of the Greenwood Pre-Grayburg Unit to that Unit. This has been approved by Pan American Petroleum Corporation as Unit Operator with the concurrence of the other working interest owners in this Unit.

Texaco Seaboard has requested your prompt consideration and approval of this joinder.

Very truly yours,

Original _____
Signed by _____ B. AL

DMC:lj
Attachment

cc: New Mexico State Land Commissioner
Capitol Annex Building
Santa Fe, New Mexico

New Mexico Oil Conservation Commission
Box 871
Santa Fe, New Mexico

C O P Y

R.31 E.

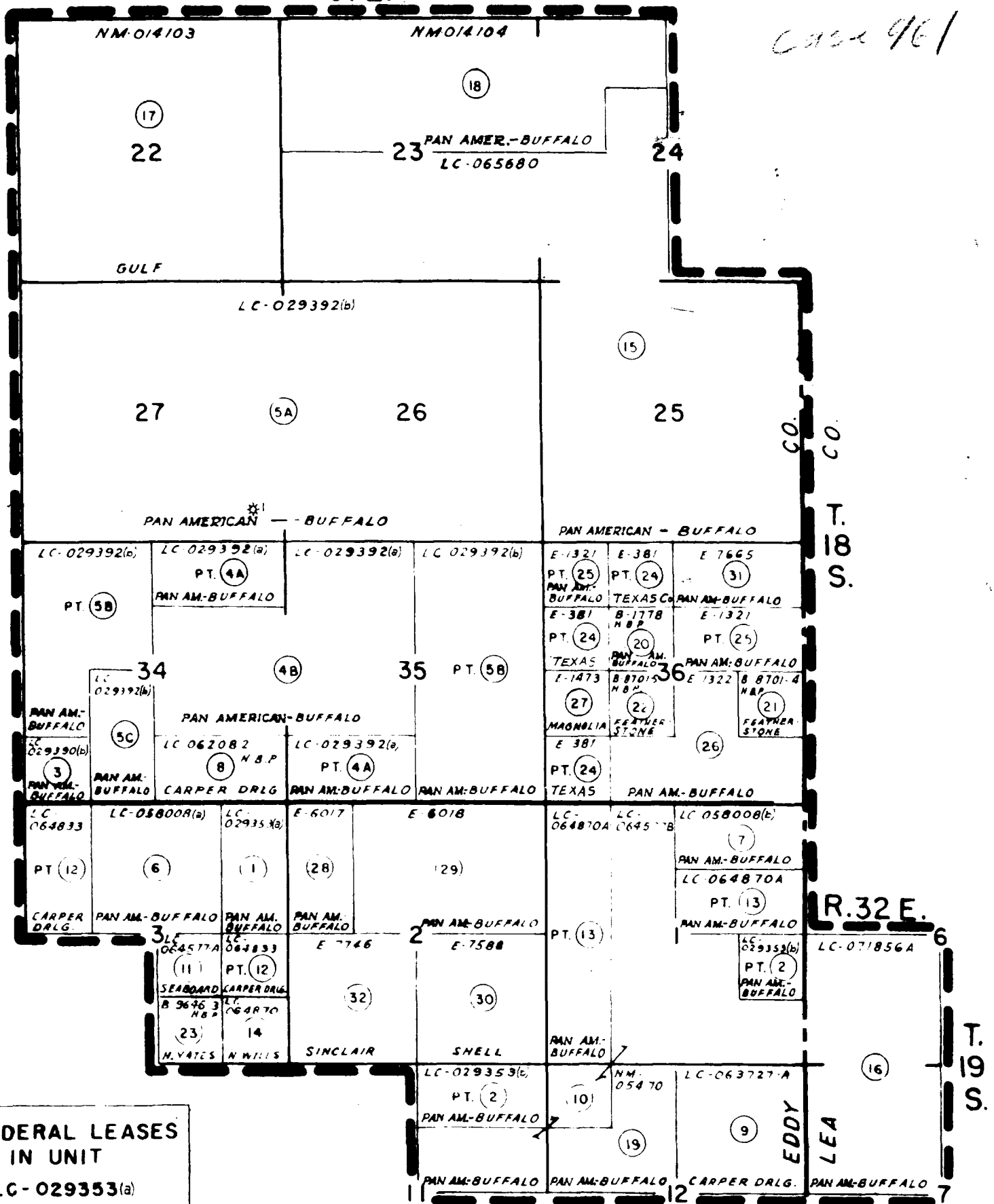


EXHIBIT "A"

TO ACCOMPANY

GREENWOOD PRE-GRAYBURG UNIT AGREEMENT

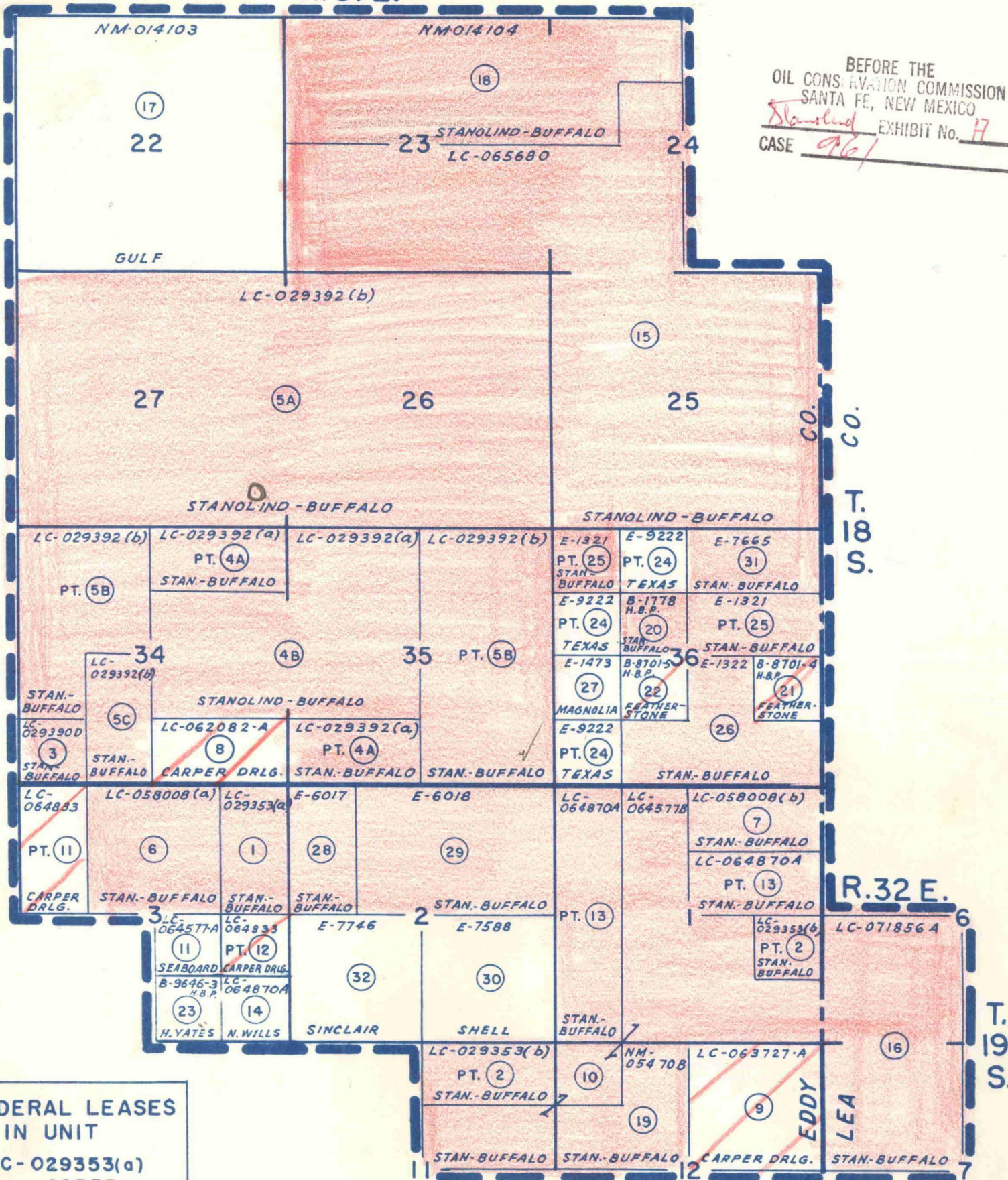
EDDY AND LEA COUNTIES, NEW MEXICO

SCALE: 2"=1 MILE

(Corrected to 8-6-57)

R.31 E.

BEFORE THE
OIL CONSERVATION COMMISSION
SANTA FE, NEW MEXICO
Stanford EXHIBIT No. 7
CASE 961



FEDERAL LEASES
IN UNIT

LC-029353(a)
LC-029353(b)
LC-029390D
LC-029392(a)
LC-029392(b)
LC-058008(a)
LC-058008(b)
LC-062082A
LC-063727A
LC-064577B
LC-064577A
LC-064833
LC-064870A
LC-065680
LC-071856A
NM-014103
NM-014104
NM-05470B



FEDERAL LAND



STATE LAND



UNIT BOUNDARY



TRACT BOUNDARY



TRACT NUMBER



Committed



Tentatively committed

EXHIBIT "A"

TO ACCOMPANY
GREENWOOD PRE-GRAYBURG UNIT AGREEMENT
EDDY AND LEA COUNTIES, NEW MEXICO
SCALE: 2"=1 MILE