

UNIT

AGREEMENT

Drickey Queen Sand Unit

CAPROCK FIELD

Chaves County, New Mexico

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
DRICKEY QUEEN SAND UNIT
CAPROCK FIELD
CHAVES COUNTY, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the _____ day of _____, 195__, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto",

WITNESSETH:

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943 as amended by Section 1 of Chapter 162, Laws of 1951) to consent to or approve this Agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chapter 162, Laws of 1951) to amend with the approval of the lessee, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such unitized development and operation of State lands; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193, Laws of 1937, Chap. 166, Laws of 1951, and Chap. 168, Laws of 1949) to approve this Agreement, and the conservation provisions hereof; and

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

WHEREAS, the parties hereto hold sufficient interests in the Drickey Queen Sand Unit covering the land hereinafter described to give reasonable effective control of operation therein; and

WHEREAS, it is the purpose of the parties hereto, to enable institution and consummation of secondary recovery operations, to conserve natural resources, prevent waste and secure the other benefits obtainable through development and operation of the area subject to this Agreement under the terms, conditions and limitations herein set forth.

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

1. ENABLING ACT AND REGULATIONS: The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder 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 AND DEFINITIONS: For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as the following described land and such land is hereby designated and recognized as constituting the Queen sand unit area, which may hereafter be referred to as Unit Area, to-wit:

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 13 S., R. 31 E.

Sec. 33:	E/2 NE/4, SW/4 NE/4, SE/4, S/2 SW/4, NE/4 SW/4
34:	All
35:	All

T. 14 S., R. 31 E.

Sec. 1:	Lots 3 & 4 & SW/4 NW/4
2:	Lots 1, 2, 3, 4 & S/2 N/2 & S/2
3:	Lots 1, 2, 3, 4 & S/2 N/2 & S/2
4:	Lots 1, 2, 3, 4 & N/2 S/2, SE/4, E/2 SW/4
9:	All
10:	All
11:	W/2, N/2 NE/4, SW/4 NE/4, W/2 SE/4, SE/4 SE/4
14:	NW/4 NE/4, NW/4, N/2 SW/4, SW/4 SW/4
15:	All
16:	N/2, SE/4, E/2 SW/4, NW/4 SW/4
22:	N/2, NW/4 SE/4

Situated in Chaves County, New Mexico, containing 7,402.52 acres, more or less.

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

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

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

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

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

(g) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey.

(h) "Queen Sand" or "Formation" is defined as and shall mean that heretofore established underground reservoir, a member of the Queen Formation of the Guadalupe series, a part of the Permian system, further identified as the producing Sand of the Cities Service Oil Company Government B-1, located in the SW/4 NW/4, Section 10-14S-31E, Chaves County, New Mexico, the top of which is found at a depth of 1374 feet above sea level.

(i) "Unitized Formation" is defined as that portion of the Queen Sand effectively committed to this Agreement.

(j) "Unitized Substances" is defined as and shall mean all of the oil and gas contained in or produced from the Queen Sand underlying the Unit Area and subsequently admitted land effectively committed to this Agreement.

(k) "Usable Well" is defined as a well which has been drilled in the Unit Area to the depth of the Unitized Formation and has casing in the hole in condition for use as either a producing well or an injection well, and on which well there has been filed with the State of New Mexico, on or before the effective date of this Agreement, a well record and Completion Report (Form C-105) or Request for Oil Allowable (Form C-104) and which well has produced some oil from the Unitized Formation and has had an allowable granted for it by the Oil Conservation Commission of the State of New Mexico.

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

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

(n) "Royalty Interest" or "Royalty" is defined as an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the Royalty Interest reserved by the lessor by an oil and gas lease

and any overriding royalty interest, oil payment interest or other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

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

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

(q) "Unitized Land" is defined as that part of the Unit Area committed to this Agreement.

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

(s) "Paying Quantities" is defined as production of Unitized Substances in quantities sufficient to pay for the cost of producing same from wells on Unitized Land.

(t) "Remaining Primary Production" is defined as and shall be all oil produced from the Unit Area from July 1, 1958, until 7:00 o'clock a.m. the first day of the calendar month after 1,549,634 barrels of oil have been produced from the unitized portion of the reservoir. The Remaining Primary Production, being predicated upon 100 percent commitment of the unit area, shall be subject to correction to coincide with the Remaining Primary Production of the unitized portion of the reservoir, in event of noncommitment of any tract.

(u) "Secondary Production" is defined as and shall be all oil produced from the unitized formation after said Remaining Primary Production has been produced.

3. EXHIBITS: Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit Area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage comprising each tract, percentage ownership of each Working Interest Owner in each tract, number of wells on each tract and the percentages of participation, both primary and secondary, as well as the Remaining Primary Production, each tract has in the Unit Area. However, nothing herein or in said schedule or map shall be construed as a representation by

any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the Unit Area render such revision necessary, and at least two copies of such revision shall be filed with the Commissioner, and not less than six copies thereof shall be filed with the Supervisor.

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

(a) The Working Interest Owner or Owners of a tract or tracts desiring to bring such tract or tracts into the Unit Area, shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice to each Working Interest Owner of the proposed expansion, setting out the basis for admission, the unit participation to be assigned to such tract or tracts, and other pertinent data. After negotiation (at Working Interest Owner's meeting or otherwise) if ninety percent (90%) of the Working Interest Owners have agreed to such tract or tracts being brought into the Unit Area, then Unit Operator shall:

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

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

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

obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners, the Commissioner and the Director, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

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

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by eighty-five percent (85%) of the committed Working Interests on the basis of unit participation exclusive of the Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and the Director.

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

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

The expansion shall, after due consideration of all pertinent information and upon approval by the Commissioner and the Director, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice, or on such other date as set by the Commissioner and the Director in the order or instrument approving such expansion.

5. UNITIZED LAND AND UNITIZED SUBSTANCES: All oil and gas in all of the hereinabove described and subsequently admitted land effectively committed to this Agreement, insofar only as the same may be found in the Formation known as the "Queen Sand", together with the surface rights of ingress and egress, are unitized under the terms of this Agreement and said land shall constitute land referred to herein as "Unitized Land" or "land subject to this Agreement".

Nothing herein shall be construed to unitize, pool, or in any way effect the oil, gas and other minerals contained in or that may be produced from any Formation other than the Queen Sand or Formation as above described.

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

7. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and

8. SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator by a majority of the Working Interests on the basis of unit participation, provided no Unit Operator who has been removed may vote for self succession. 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 Commissioner and the Director. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Commissioner and the Director, at their election, may declare this Unit Agreement terminated.

9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT: Costs and expenses incurred by Unit Operator, in conducting unit operations hereunder, shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the agreement or agreements entered into (separately or collectively) by and between the Working Interest Owners. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Two true copies of any Unit Operating Agreement executed pursuant to this section shall be filed with the Commissioner and

three true copies shall be filed with the Supervisor, prior to approval of this Agreement.

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

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

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

12. TRACT PARTICIPATION: In Exhibit "B", attached hereto, there are listed and numbered the various tracts within the Unit Area and set forth opposite each tract are figures which represent the percentages of participations allocated to each tract on (a) "Remaining Primary Production" as defined herein, and (b) "Secondary Production" as defined herein. The percentage of participation of each tract in said remaining primary production shall be based upon the ratio that the remaining primary production for each tract bears to the total remaining primary production for all tracts of unitized land. The percentage of participation of each tract in said "Secondary Production" shall be based upon the summation of four factors to be weighted as follows, to-wit:

- (1) 10% times the ratio of the total number of the Usable Wells from the tract to the total number of Usable Wells on all tracts of unitized land.
- (2) 10% times the ratio of total number of surface acres within the tract to the total number of surface acres of unitized land.
- (3) 40% times the ratio of total accumulated production from said tract from first production to July 1, 1958, to the total accumulated production from all tracts of unitized land for said period.
- (4) 40% times the ratio of the total ultimate primary production from said tract to the total ultimate primary production from all tracts of unitized land. The ultimate primary production being determined by extrapolation of rate-cumulative and production decline curves to an economic limit of 97.2 barrels per well per month for each tract of unitized land.

After said "Remaining Primary Production" has been produced, effective at 7:00 o'clock a.m., the first day of the following calendar month,

the tract participations shall be in accordance with the "Secondary Production" allocations as set forth in Exhibit "B" attached hereto.

13. TRACTS QUALIFIED FOR UNIT PARTICIPATION: On and after the effective date hereof, the tracts within the Unit Area, which shall be entitled to participation in the production of Unitized Substances therefrom, shall be those tracts within the Unit Area and more particularly described in Exhibit "B" that are qualified as follows:

(a) Each and all of those tracts as to which Working Interest Owners owning 100% of the Working Interest in said tract and Royalty Owners owning 100% of the Royalty Interest have executed this Agreement; and

(b) Each and all of those tracts as to which Working Interest Owners owning not less than 95% of the Working Interest therein and Royalty Owners owning not less than 75% of the Royalty Interest therein have executed this Agreement, and in which the Working Interest Owners in said tract who have executed this Agreement have agreed to indemnify and hold harmless all other parties hereto, in a manner satisfactory to the Working Interest Owners qualified under (a), against any or all claims and demands that may be made by the nonjoining Working Interest Owners and/or Royalty Owners on account of the inclusion of such tract in the Unit Area and the operation of the Unit Area on the basis herein provided, and as to which 85% of the Working Interest Owners qualified under (a), exclusive of the Working Interest Owner submitting such tract, have approved the inclusion of such tract in the Unit Area.

If, on the effective date of this Agreement, there is any tract or tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such tract or tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Commissioner and the Director, file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in the production from the Unit Area hereunder. Said schedule shall set forth opposite each such committed tract, the lease number, assignment number, the owner of record and percentage participation of such tract which shall be computed according to the participation formula set out above. This schedule shall be

a part of Exhibit "B" and upon approval thereof by the Commissioner and the Director, shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is filed and approved by the Commissioner and the Director.

14. ALLOCATION OF UNITIZED SUBSTANCES: All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices within the Unit Area for drilling, operating, camp, and other production or development purposes and for pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the several tracts within the Unit Area in accordance with the respective tract participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount, regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such tract shall, for all intents, uses and purposes, be deemed to have been produced from such tract.

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

No tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances, and nothing herein contained shall be construed as requiring any retroactive adjustment for

production obtained prior to the effective date of the joinder of any tract.

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

The Unitized Substances allocated to each tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Such party shall have the right to construct, maintain and operate within the Unit Area all necessary facilities for that purpose, provided the same are so constructed, maintained and operated not to interfere with operations carried on pursuant hereto. Subject to Section 15 hereof, any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same in kind. In the event any party hereto shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unit Area currently as and when produced, then so long as such conditions continue, Unit Operator, for the account and at the expense of such party in order to avoid curtailing the operation of the Unit Area, may sell or otherwise dispose of such production on a day-to-day basis at not less than the prevailing market price in the area for like production, and the account of such party shall be charged therewith as having received the same. The proceeds, if any, of the

Unitized Substances so disposed of by Unit Operator, shall be paid to the party entitled thereto.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalties, overriding royalties, oil payments, net profit contracts, and all payments out of or burdens on the lease or leases and tracts contributed by it and received into the Unit Area and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for such royalties, overriding royalties, oil payments, net profit contracts, and other payments out of or burdens on the lease or leases and tracts contributed by it to the Unit Area.

If, after the effective date of this Agreement, there is any tract or tracts that are subsequently committed hereto, as above described in Section 4 or any tract or tracts within the Unit Area not effectively committed hereto as of the effective date hereof but which are subsequently committed hereto under the provisions of Section 31, Nonjoinder and Subsequent Joinder, or if any tract is excluded from the Unit Area as provided for in Section 30, Loss of Title, the schedule of participation as shown in Exhibit "B" shall be revised by the Working Interest Owners to show the new percentage participation of all of the then effectively committed tracts and the revised Exhibit "B", upon approval by the Commissioner and the Director, shall govern the allocation of production from and after the effective date thereof until a new schedule is filed and approved by the Commissioner and the Director.

15. ROYALTY SETTLEMENT: The State of New Mexico and the United States of America and all Royalty Owners who, under existing

Royalty Interest in a tract or tracts should be lost by title failure in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

16. REPORTS: Unit Operator shall furnish the Commissioner and the Supervisor, monthly, injection and production reports for each well in the Unit Area, as well as periodical reports of the development and operation of the Unit Area.

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

18. CONSERVATION: Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws or regulations.

19. 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.

20. LEASES AND CONTRACTS CONFORMED AND EXTENDED: The terms, conditions and provisions of all leases, subleases and other

contracts relating to exploration, drilling, development or operation for oil or gas of lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty or royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement. Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

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

(b) Drilling, producing or secondary recovery operations performed hereunder upon any tract of unitized land 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 land therein embraced.

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

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

(e) Termination of this Agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws, shall continue in force and effect thereafter.

(f) Any lease embracing lands of the State of New Mexico, which is made subject to this Agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

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

(h) 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."

21. MATHEMETICAL ERRORS: It is hereby agreed by all parties to this Agreement that Unit Operator shall be empowered to correct any mathematical errors which might exist in the pertinent exhibits to this Agreement upon approval of the Commissioner and the Director.

22. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this

Agreement terminates and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any Royalty Interest subject thereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic or certified copy of the instrument of transfer.

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

(a) The execution or ratification of this Agreement and the Unit Operating Agreement by Working Interest Owners owning a combined unit participation of at least ninety-five percent (95%), and the execution or ratification of this Agreement by Royalty Owners owning a combined interest of at least seventy-five percent (75%) of the Royalty Interest in said Unit Area described in Section 2, of this Agreement, or as expanded or reduced as provided herein;

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

(c) The filing of at least one counterpart of this Agreement for record in the Records of Chaves County, New Mexico, by Unit Operator; and provided further, that if (a), (b) and (c) are not accomplished on or before December 31, 1959, this Agreement shall ipso facto terminate on said date (hereinafter called "termination date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined unit participation of at least ninety percent (90%), and Working Interest Owners owning a combined unit participation of at least ninety percent (90%) committed to this Agreement have decided to extend said termination date for a period not to exceed six (6) months. If said termination date is so extended and (a), (b) and

(c) are not accomplished on or before said extended termination date, this Agreement shall ipso facto terminate on said extended termination date and thereafter be of no further force or effect. For the purpose of this section, ownership shall be computed on the basis of unit participation. Unit Operator shall, within thirty (30) days after the effective date of this Agreement, file for the record in the office or offices where a counterpart of this Agreement is recorded, a certificate to the effect that this Agreement has become effective according to its terms and stating further the effective date.

The term of this Agreement shall be for and during the time that Unitized Substances are produced in paying quantities from the Unit Area and as long thereafter as drilling, reworking or other operations are prosecuted thereon without cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner hereinafter provided. This Agreement may be terminated by Working Interest Owners of ninety percent (90%) unit participation whenever such Working Interest Owners determine that unit operations are no longer profitable, feasible or in the interest of conservation, with the approval of the Commission, Commissioner and the Director. Notice of any such approval to be given by Unit Operator to all parties hereto.

Upon termination of this Agreement, the further development and operation of the Unit Area as a unit shall be abandoned, unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate tracts just as if this Agreement had never been entered into.

If not otherwise covered by the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of three (3) months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with unit operations.

24. RATE OF PROSPECTING, DEVELOPMENT AND PRO-
DUCTION: The Director is hereby vested with authority to alter or modify

from time to time in his discretion the rate of prospecting and development and 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.

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.

25. FAIR EMPLOYMENT: In connection with the performance of work under this Agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national 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 Unit 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 Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

26. APPEARANCES: Unit Operator shall, after notice to the other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner of Public Lands, the Department of the Interior and the New Mexico Oil Conservation Commission and to appeal from order issued under the regulations of said Commissioner, Department or Commission, or to apply for relief from any of said regulations

or in any proceedings relative to operations before the said Commissioner, Department or Commission, or any other legally constituted authority, provided, however, that any other interested party shall also have the right, at his own expense, to be heard in any such proceedings.

27. NOTICES: All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given in writing and personally delivered to the party or sent by post-paid 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.

28. NO WAIVER OF CERTAIN RIGHTS: Nothing contained in this Agreement 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 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.

29. 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, state or municipal law or agencies, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

30. LOSS OF TITLE: In the event title to any tract of unitized land shall fail in whole or in part and the true owner cannot be induced

to join this Unit Agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any Royalty, Working Interest, or other 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 State or Federal Land or leases, no payments of funds due the State of New Mexico or the United States of America should be withheld, but such funds shall be deposited as directed by the Commissioner of Public Lands of the State of New Mexico and the Supervisor of the United States Geological Survey, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

31. NONJOINDER AND SUBSEQUENT JOINDER: If the owner of any substantial interest in a tract within the Unit Area fails or refuses to subscribe or consent in writing to this Agreement, the Working Interest Owner in that tract who has executed or ratified this Agreement may withdraw said tract from this Agreement by written notice to the Director and the Unit Operator prior to approval of this Agreement by the Secretary or his duly authorized representative, or such tract may be included in the Unit Area if the same can be and is qualified as provided in Section 13 hereof. Such withdrawal as above provided, shall, without further action, also operate to withdraw all Royalty Interest in such tract or tracts theretofore committed hereto. Joinder in the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for the interest to be regarded as effectively committed to this Unit Agreement.

Any oil or gas interest in the Unitized Formation in lands within the Unit Area not committed hereto prior to submission of this Agreement to the Commissioner and the Director for final approval, may thereafter be committed hereto upon compliance with the applicable provisions of Section 13 hereof, at any time up to the effective date hereof and for a period of six (6) months thereafter, on the same basis of participation as provided for in Section 13 by the owner or owners thereof subscribing or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that after six (6) months from the effective date hereof, the right of subsequent joinder as provided in this section shall be subject to such requirements or approvals and on such basis as may be agreed upon by ninety percent (90%) of the Working Interest Owners. Such joinder by a Royalty Owner must be evidenced by his execution or ratification of this Unit Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Owner. Except as may otherwise herein be provided, subsequent joinder to this Agreement shall be effective at 7:00 a.m. as of the first day of the month following the filing with the Commission, Commissioner and the Supervisor 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 sixty (60) days by the Commission, Commissioner or Director.

32. 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 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.

33. TAXES: Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the Unit Area; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of the Unitized Substances. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

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

DATE 6/26/59

ATTEST:

By Sam Wilson
Assistant Secretary

UNIT OPERATOR

CITIES SERVICE OIL COMPANY

J. H. Clevley
Vice President
ADDRESS Cities Service Building
Bartlesville, Oklahoma

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Alaska)
) SS
COUNTY OF Washington)

On this the 26 day of June, 1959, personally appeared J. A. Cleverley to me personally known, who being by me duly sworn did say that he is the Vice President of Pitkin Service Oil Co. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. A. Cleverley acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Delma Nelson

Notary Public

10-22-61

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations ~~other than those~~ incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 4-23-59

ATTEST:

[Signature]
Secretary

WORKING INTEREST OWNERS

CACTUS DRILLING COMPANY
POST OFFICE BOX 788
ADDRESS SAN ANGELO, TEXAS
[Signature] President ✓

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Texas)
) SS
COUNTY OF Tarrant)

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

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

My Commission Expires: _____

NOTARY PUBLIC IN AND FOR
TOM GREEN COUNTY, TEXAS

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 4/23/59

WORKING INTEREST OWNERS

Late Oil Company

ADDRESS Box 670, San Angelo, Tex. ✓

F. M. Late - Owner

DATE _____

Neville G. Penrose, Inc.

ADDRESS 1810 Fair Bldg., Ft. Worth, Tex.

DATE 6-18-59

Roswell Securities Company

ADDRESS Box 267, Roswell, N. M.

F. M. Penrose

DATE 6-29-59

x George W. Baker

ADDRESS Box 1826, New Mexico

George W. Baker ✓

Chemical Corn Exchange Bank

By: James H. Clark
Personal Trust Officer
As one of the Executors of the Estate
of Edwin Lee Norton, deceased.

Attest:

Assistant Trust Officer

STATE OF Iowa)
COUNTY OF Amesbury) SS

On this 23 day of April, 19 59, before me personally appeared Jim Lott, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

6-1-59

[Signature]
Notary Public

NOTARY PUBLIC IN AMERICA
TOM C. [Signature]

STATE OF Illinois)
COUNTY OF Deer) SS

On this 29th day of June, 19 59, before me personally appeared George W. [Signature], to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

Feb 10, 1960

[Signature]
Notary Public

Ratification and joinder to the Dickey Queen Sand Unit Agreement, Chaves
County, State of New Mexico, dated February 16, 1959

For the consideration stated in the above described Unit Agreement, the
undersigned hereby ratifies, confirms and joins in the execution of said Unit
Agreement which is hereby incorporated herein and made a part hereof, to the
same extent and effect as if the undersigned had executed the original of said Unit
Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and
acknowledges that no representations incorporated herein or in said Unit Agreement
have been made to the undersigned and that this instrument has been signed and
delivered unconditionally.

DATE June 8 1959

WORKING INTEREST OWNERS

Lewis Gordon

ADDRESS 105 Gramatan Ave

West Vernon New York

Walter H. Gordon

ADDRESS Same

DATE u

OVERRIDING ROYALTY OWNER

DATE _____

ADDRESS _____

Notification and binder to the Unit Agreement, (Shaves

County, State of New Mexico, dated February 16, 1959

For the consideration stated in the above described Unit Agreement, the undersigned hereby confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, and the undersigned and collector of said Unit Agreement have executed the original of said Unit Agreement.

The undersigned hereby certifies that a copy of the Unit Agreement and the representations incorporated herein or therein, have been made to the undersigned and that this instrument has been signed and executed as conditionally.

June 10, 1959

WORKING INTEREST OWNERS

Jack H. Harte

2731 E Broadway

Tucson, Arizona

Kathleen J. White

2731 East Broadway

Tucson, Ariz.

OVERSEAS ROYALTY TRUST

ADDRESS

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

APPROVALS	
DEPT.	AS TO FORM
LEGAL	<i>[Signature]</i>
PROD	<i>[Signature]</i>
ENG.	<i>[Signature]</i>
FIN.	<i>[Signature]</i>
FINAL	

DATE _____

WORKING INTEREST OWNERS

ADDRESS _____

THE PURE OIL COMPANY

By *[Signature]*

Manager, Texas Producing Division

ADDRESS P. O. Box 2107

Fort Worth, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

THE STATE OF TEXAS §
:
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. L. MORRIS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager of the Texas Producing Division of THE PURE OIL COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the said THE PURE OIL COMPANY.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of July, 19 59.



H. W. BRADSHAW

Notary Public in and for Tarrant County, Texas.

My commission expires:
June 1, 1961

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations **other than those** incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE Feb 25 1959

ATTEST:

Katherine G. Forbes
Secretary

WORKING INTEREST OWNERS

Henry Caprales
Ben B. Rich
Vice President

ADDRESS Mercantile Trust Bldg
Baltimore 2, Maryland

DATE March 2, 1959

WITNESS: Katherine G. Forbes

Ben B. Rich
ADDRESS Mercantile Trust Bldg
Baltimore 2, Maryland

DATE March 23, 1959

W. J. Hargis
ADDRESS 1813 Fair Building
Fort Worth 2, Texas

DATE April 13, 1959

Henry M. Shugart III
ADDRESS Box 1143
Ft. Worth

ATTEST:

R. J. Churchill
Secretary

NEVILLE G. PENROSE, INC.

By N. G. Penrose
Vice President

DATE April 14, 1959

1813 Fair Building
Fort Worth 2, Texas

STATE OF TEXAS)
COUNTY OF TARRANT) SS

On this 23rd day of March, 1959, before me personally appeared J. M. Zachary, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

June 1, 1959

Willie Adams
Notary Public

STATE OF Maryland)
COUNTY OF Baltimore) SS

On this 25th day of March, 1959, before me personally appeared John B. Rich, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

May 4, 1959

Jay S. Truog
Notary Public

STATE OF Maryland)
COUNTY OF Baltimore) SS

On this the 25th day of March, 1959, personally appeared John B. Rich to me personally known, who being by me duly sworn did say that he is the Vice-President of Broseco Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John B. Rich acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

May 4, 1959

Jay S. Truog
Notary Public

THE STATE OF TEXAS }

COUNTY OF TARRANT }

On this 13th day of April, 1959, before me personally appeared George M. Slaughter, III and wife Betty Jo Slaughter, to me known to be the persons described in and who executed the foregoing instrument, and acknowledges that they executed the same as their free act and deed.

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

TRELLIS ADAMS, Notary Public
in and for Tarrant County, Texas
My Commission Expires June 1, 1959

Trellis Adams

THE STATE OF TEXAS }

COUNTY OF TARRANT }

On this 14th day of March, 1959, personally appeared J. M. Zachary to me personally known, who being by me duly sworn did say that he is the Vice President of NEVILLE C. PEMROSE, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. M. Zachary acknowledges said instrument to be the free act and deed of said corporation.

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

TRELLIS ADAMS, Notary Public
in and for Tarrant County, Texas
My Commission Expires June 1, 1959

Trellis Adams

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations **other than those** incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 5/19/59

ATTEST: *Mary M. Love*
Secretary

WORKING INTEREST OWNERS
RICHARD S. ANDERSON, INCORPORATED

BY: *Richard S. Anderson*

ADDRESS Box 1884

Midland, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Texas)
) SS
COUNTY OF Midland)

On this the 19th day of May, 1959, personally appeared Richard S. Anderson to me personally known, who being by me duly sworn did say that he is the _____ President of Richard S. Anderson, Incorporated and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Richard S. Anderson acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

J. Boone
Notary Public

6-1-59

NOTARY PUBLIC
J. Boone
Midland Co. Tex

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations/other than those incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE June 16, 1959

WORKING INTEREST OWNERS

RECORDED
JUN 20 1959



ADDRESS 200 Houston St.

Fort Worth, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF Texas)
) SS
COUNTY OF Tarrant)

On this 18th. day of June, 1959, before me personally appeared J.M. Leonard, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires: June 1, 1961 Ernest J. Craig
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February
16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement, subject, however, to the condition hereinunder specified.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations except those made herein or in said Unit Agreement have been made to the undersigned.

This instrument is signed and delivered however upon the condition that it is expressly understood and agreed that notwithstanding anything to the contrary appearing in said Unit Agreement and the exhibits attached thereto, Gulf Oil Corporation does not by execution hereof commit to such Unit Tract No. 44 as designated and described in Exhibits A and B, and by acceptance hereof the Unit Operator agrees that said Unit Agreement and the attached exhibits stand amended in every respect appropriate to exclude Unit Tract No. 44 from the effect of said Unit Agreement.

WORKING INTEREST OWNERS

DATE: June , 1959.

GULF OIL CORPORATION

ATTEST:

G. Price
Assistant Secretary

By

W. A. Shellshear
Attorney-in-Fact

STATE OF NEW MEXICO *¶*

COUNTY OF CHAVES *¶*

Law	<i>W. A. Shellshear</i>
Notary	
Exp.	
Prod.	

The foregoing instrument was acknowledged before me this 16 day of June, 1959, by W. A. SHELLSHEAR, Attorney-in-Fact for Gulf Oil Corporation, a Pennsylvania corporation, on behalf of said corporation.

W. A. Shellshear
Notary Public

My Commission Expires:
My Commission Expires August 1, 1960

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit Agreement and acknowledges that no representations/^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 6/26/59

ATTEST:

By *ma shion*
Assistant Secretary

WORKING INTEREST OWNERS
CITIES SERVICE OIL COMPANY

J. H. Clardy
Vice President
ADDRESS Cities Service Building
Bartlesville, Oklahoma

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

STATE OF Alaska)
COUNTY OF Washington) SS

On this the 26 day of June, 1959, personally appeared J. A. Charley to me personally known, who being by me duly sworn did say that he is the Vice President of Cities Service Oil Co. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. A. Charley acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

John Nelson

Notary Public

10-22-61

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE March 20, 1959

WORKING INTEREST OWNERS

ATTEST:

[Signature]
Assistant Secretary

Phillips Building
ADDRESS Bartlesville, Oklahoma

[Signature]
VICE PRESIDENT

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Ore)
) SS
COUNTY OF Washington)

On this the 20 day of March, 1959, personally appeared John M. Houchin to me personally known, who being by me duly sworn did say that he is the VICE President of Phillips Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John M. Houchin acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Russell J. Mc Lellan
Notary Public

Oct 19, 1962

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE FEBRUARY 24, 1959

WORKING INTEREST OWNERS

K. S. Adams, Jr.
K. S. ADAMS, JR.
ADDRESS P. O. Box 844

HOUSTON 1, TEXAS

MINERAL PROJECTS - VENTURE "D", INC.
BY: MINERAL PROJECTS, INC.

BY: *Clinton L. Linder* *CL*
PRESIDENT

ADDRESS P. O. Box 390

MADISON, NEW JERSEY

DATE 3/20/59

ATTEST:

Harold C. Parker II
SECRETARY

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

1

STATE OF TEXAS)
COUNTY OF HARRIS) SS

On this 24th day of FEBRUARY, 19 59, before me personally appeared K. S. ADAMS, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

JUNE 1, 1959

F. L. Schwartz
Notary Public

F. L. SCHWARTZ
Notary Public, in and for Harris County, Texas

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires:

Notary Public

STATE OF NEW JERSEY)
COUNTY OF MORRIS) SS

On this the 20th day of MARCH, 19 59, personally appeared CLINTON DAVIDSON to me personally known, who being by me duly sworn did say that he is the _____ President of MINERAL PROJECTS, INC. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said CLINTON DAVIDSON acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

MARY P. CAPPIO, Notary Public
My Commission Expires April 18, 1962

Mary P. Cappio
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE _____

WORKING INTEREST OWNERS

[Signature]

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF Texas)
) SS
COUNTY OF Midland)

On this 19th day of March, 1959, before me personally appeared W.E. Pittman, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

6-1-59

Phil Busby
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally, but see qualification and amendment below.

DATE May 13, 1959

ATTEST:

J. I. Norman
J. I. NORMAN Secretary

WORKING INTEREST OWNERS
TEXAS PACIFIC COAL AND OIL COMPANY

By A. L. X. Vice President

ADDRESS Box 2110

Fort Worth, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

Notwithstanding anything to the contrary appearing in said Unit Agreement and the exhibits attached, Texas Pacific Coal and Oil Company does not by execution hereof commit to such Unit Tract 37, as described in said Exhibit B, and by acceptance hereof the Unit Operator agrees that said Agreement and the attached Exhibits stand amended in every respect appropriate to exclude that tract from the effect of such Agreement.

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF TEXAS)
) SS
COUNTY OF TARRANT)

On this the 13 day of May, 1959, personally appeared R. W. Hines to me personally known, who being by me duly sworn did say that he is the Vice President of Texas Pacific Coal and Oil Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. W. Hines acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Ruth Barfield
RUTH BARFIELD

Notary Public

June 1, 1959

Tarrant County, Texas.

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations ^{not} ~~incorporated~~ incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE April 17, 1959

WORKING INTEREST OWNERS

Albino Marks Indivandos
Admin of the Estate of Albino Marks
ADDRESS 525 N.W. 19th St.
Oklahoma City Oklahoma

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Alabama

COUNTY OF Cherokee

SS

On this 17th day of April, 1957, before me personally appeared Adeline Marks, Individually and as Administrator of the Estate of Tom V. Marks, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that she executed the same as her free act and deed and in the capacity therein stated.

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

My Commission Expires:

March 25, 1962

James S. [Signature]
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned had executed
the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit
Agreement and acknowledges that no representations ^{not} incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE June 23, 1959

ATTEST:

S. B. Robinson
Secretary

WORKING INTEREST OWNERS

KERR-McGEE OIL INDUSTRIES, INC.

Kerr-McGee Building
ADDRESS Oklahoma City, Oklahoma

A. T. F. Seal
Vice President

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF Oklahoma)
) SS
COUNTY OF Oklahoma)

On this the 23rd day of June, 1957, personally appeared J. J. F. Seale to me personally known, who being by me duly sworn did say that he is the Vice President of Waco - Mineral Oil Industries, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. J. F. Seale acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Thatcher L. King
Notary Public

June 6, 1966

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned has executed
the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit
Agreement and acknowledges that no representations incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE February 20, 1959

TRACT
31

WORKING INTEREST OWNERS

J. B. Hodges

ADDRESS Box 671

Roswell, New Mexico

DATE Mar. 16-59

TRACT
31

FEATHERSTONE CORPORATION

By *Oliver Featherstone*

President

ADDRESS 226 Roswell Petroleum Bldg.

Roswell, New Mexico

ATTEST:

Bessie E. Thomas
Asst. Secretary

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF New Mexico)
) SS
COUNTY OF Chaves)

On this 20th day of February, 19 59, before me personally appeared L. B. Hodges, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

3/16/61

Ernest Lee Hodges
Notary Public

STATE OF NEW MEXICO)
) SS
COUNTY OF CHAVES)

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

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

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
) SS
COUNTY OF CHAVES)

On this the 15th day of March, 19 58, personally appeared Alan P. Featherstone to me personally known, who being by me duly sworn did say that he is the _____ President of Featherstone Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said President acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

March 13, 1961

John D. Marshall
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit Agreement and acknowledges that no representations/^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE July 9, 1959 *TRAVIS*
21, 23

WORKING INTEREST OWNERS
GEROR OIL CORPORATION

By *[Signature]*

President

ADDRESS 1846 East Broadway

Tucson, Arizona

ATTEST:

A. E. Butterfield
Secretary

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF ARIZONA)
) SS
COUNTY OF PIMA)

On this the 9th day of July, 19 59, personally appeared R. E. Geror to me personally known, who being by me duly sworn did say that he is the President of Geror Oil Corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. E. Geror acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Oct. 8, 1962

John E. Markley
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned has executed
the original of said Unit Agreement.

The undersigned acknowledged receipt of a copy of said Unit
Agreement and acknowledges that no representations/^{not} incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE _____

WORKING INTEREST OWNERS

ADDRESS _____

DATE June 22, 1959

TRACED
51

UNION OIL COMPANY OF CALIFORNIA
By: [Signature] \$92
Edgar S. Rooks, Attorney-in-Fact
ADDRESS Union Oil Building
619 West Texas
Midland, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF TEXAS.)
) SS
COUNTY OF MIDLAND.)

On this the 15th day of July, 1959, personally appeared EDGAR S. KEEFE to me personally known, who being by me duly sworn did say that he is the President of ~~Union Oil Company of California~~ Attorney-in-Fact for Union Oil Company of California, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said EDGAR S. KEEFE acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Elsa H. Sloan
Elsa H. SLOAN
Notary Public

June 1, 1961

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW MEXICO,

County of Lea

} ss.

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

19 59 by Hazel Z. Hart and J. D. Hart - Wm. P. Zimmerman and Lea I. Zimmerman -

Mabel Z. Alston and Lester Alston

My commission expires June 17, 19 63 Betty Lee Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a part
hereof, to the same extent and effect as if the undersigned has executed the
original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit
Agreement and acknowledges that no representations/^{not} incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE JUNE 23 1959

ROYALTY INTEREST OWNERS

Cynthia E. Medlin

ADDRESS Lovington New Mexico

Hazel G. Hart

DATE JUNE 25 1959

J. Hart

ADDRESS Lovington N.M.

DATE JUNE 30 1959

W. B. Hart

ADDRESS Las Alamos Lovington N. Mex.

DATE JUNE 30 1959

W. B. Hart

Individually and as administrators of the above named estate.

ADDRESS Box 184

Lovington N. Mex.

Mabel G. Hart

Box 625

Lovington New Mexico

W. B. Hart

STATE OF New Mexico)
COUNTY OF Lea) SS

On this 23rd day of June, 1959, before me personally appeared Cynthia E. Mullin, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

Aug. 1, 1961

Loretta Johnson
Notary Public

STATE OF New Mexico)
COUNTY OF Lea) SS

On this 30th day of June, 1959, before me personally appeared Wuth Birneman, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed, and in the capacity herein stated.

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

My Commission Expires:

June 17, 1960

Betty Jean Brown
Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE July 7, 1959

OVERRIDING ROYALTY OWNERS

LE-TEX SUPPLY COMPANY

ADDRESS J. J. Murray, Jr. - President
P.O. Box 2077, Hobbs, New Mexico

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF New Mexico)
) SS
COUNTY OF Lea)

On this 25th day of July, 19 59, before me personally appeared J.M. Murray, Jr., to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

November 5, 1962

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF New Mexico)
) SS
COUNTY OF Lea)

On this the 25th day of July, 19 59, personally appeared J.M. Murray, Jr. to me personally known, who being by me duly sworn did say that he is the President of Ne-Tex Supply Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J.M. Murray, Jr. acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

November 5, 1962

[Signature]
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned had executed
the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit
Agreement and acknowledges that no representations ^{not} incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE May 1, 1959

OVERRIDING ROYALTY OWNERS

James W. Dickey

ADDRESS Box 100

Deming, New Mexico

DATE May 1, 1959

James W. Dickey

ADDRESS Box 717

Deming, New Mexico

DATE June 10, 1959

John A. Bennett

ADDRESS Box 670

Deming, New Mexico

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

My Commission Expires February 28, 1962

Emerson B. Tothunter
Notary Public

STATE OF New Mexico)
) SS
COUNTY OF Chaves)

On this 8th day of May, 1959, before me personally appeared William H. Cull, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

My Commission Expires February 28, 1962

Emerson B. Tothunter
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF New Mexico)
COUNTY OF Chaves) SS

On this 10th day of June, 1959, before me personally appeared John A. Barnett, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

2-13-63

J. Bernard Gowers
Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned has executed
the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit
Agreement and acknowledges that no representations incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE April 11, 1959

OVERRIDING ROYALTY OWNERS

Wm. F. Featherstone
Wm. F. Featherstone

ADDRESS 236 Roswell Petroleum Bldg.
Roswell, New Mexico

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF NEW MEXICO)
) SS
COUNTY OF CHAVES)

On this 11th day of April, 1959, before me personally appeared Olen F. Featherstone, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

March 13, 1961

John A. Marshall
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 4-30-59

OVERRIDING ROYALTY OWNERS

Arthur C. Bell
ADDRESS 4455 St. Roch Ave.
New Orleans 22, La.

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE April 21, 1959

OVERRIDING ROYALTY OWNERS

By *Robert M. Johnson*

ADDRESS *P.O. Box 285*

Laswell, New Mexico

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF New Mexico)
COUNTY OF Chavez) SS

On this 21st day of April, 1959, before me personally appeared Elizabeth, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

July 15 1959

Hazel M. Wallace
Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations ^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE June 2, 1959

OVERRIDING ROYALTY OWNERS

Vergil C. Hopp
ADDRESS 3103 - 31st
Lubbock, Texas.

DATE June 6, 1959

Ada Thruway Mills
ADDRESS P.O. Box 1498 1730 Osage
Bartlesville, Okla.

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF New Mexico)
) SS
COUNTY OF Alamosa)

On this 20th day of June, 1959, before me personally appeared Bert C. Hopp, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

March 13, 1961

Frank P. Dawson
Notary Public

STATE OF Oklahoma)
) SS
COUNTY OF Wadlington)

On this 6th day of June, 1959, before me personally appeared Ada M. D. Thelley, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

March 7, 1961

Harold Brown
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations/^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE

OVERRIDING ROYALTY OWNERS

L. M. Hays

ADDRESS

L. M. Hays

DATE

ADDRESS

DATE

ADDRESS

DATE

ADDRESS

STATE OF Texas)
) SS
COUNTY OF Tarrant)

On this 28th day of July, 1959, before me personally appeared Leola M. Hopp, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

6-1-61

Franklin L. Lusk
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE April 7-59

OVERRIDING ROYALTY OWNERS

Ernest H. Peterson

ADDRESS 2669 Birch St
Denver 7 Colo

DATE April 7, 1959

Quantal W. Peterson

ADDRESS 2669 Birch St
Denver 7 Colorado

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF COLORADO)
) SS
COUNTY OF DENVER)

On this 7th day of April, 19 59, before me personally appeared Ernest H. Peterson and Juanita V. Peterson, husband and wife, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

February 8, 1960.

Richard Glenn Hawley
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Dickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE Apr. 15 1959

OVERRIDING ROYALTY OWNERS

Ed Shockley

ADDRESS 507 W. Chaves
Artesia, N. Mex.

DATE _____

Ruth Shockley
ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF NEW MEXICO)
) SS
COUNTY OF EDDY)

On this 15 day of April, 19 59, before me personally appeared Ed Shockley & Ruth Shockley ^{his wife}, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

5-6-62

Wm. F. Gorman
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations⁷⁰⁺ incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 6/20/59

OVERRIDING ROYALTY OWNERS

[Signature]
ADDRESS [Address]

DATE 6/20/59

Lillian J. Hinkle
ADDRESS [Address]

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF New York)
) SS
COUNTY OF Chenango)

On this 2nd day of June, 1937, before me personally appeared Charles B. Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

Frederick B. Kelly
Notary Public

STATE OF New York)
) SS
COUNTY OF Chenango)

On this 2nd day of June, 1937, before me personally appeared Charles B. Johnson, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

Frederick B. Kelly
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE May 4, 1959

OVERRIDING ROYALTY OWNERS

F. W. Mims, Jr.
F. W. MIMS, JR.
ADDRESS P. O. Box 4002
SAN FRANCISCO 1, CALIFORNIA

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF CALIFORNIA)
) SS
City and COUNTY OF San Francisco

On this 11th day of May, 1959, before me personally appeared F. W. HENRY, JR., to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

May 20, 1961

Loreen R. Owens
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated _____.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE March 6, 1959

OVERRIDING ROYALTY OWNERS

Lillie B. Morris
LILLIE B. MORRIS
ADDRESS 21 SAN MATEO ROAD

BERKELEY 7, CALIFORNIA

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF CALIFORNIA)
) SS
COUNTY OF Alameda)

On this 6th day of March, 1959, before me personally appeared LILLIE D. MORRIS, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

My Commission Expires Nov. 28, 1959

Robert E. Zedler
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned has executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE MAR 24 1959

OVERRIDING ROYALTY OWNERS

J. R. Berkenkamp, Executor of the estate of
R. BERKENKAMP, deceased
ADDRESS 525 PHELP STREET

SAN FRANCISCO, CALIFORNIA

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF CALIFORNIA)
) SS

City + COUNTY OF San Francisco

On this 24th day of March, 19 59, before me personally appeared R. BERKENKAMP, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

8/27/59

Raymond H. [Signature]
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE March 9, 1959

OVERRIDING ROYALTY OWNERS

D. J. Spowart
D. J. SPOWART
ADDRESS 2 LACRESTA ROAD
ORINDA, CALIFORNIA

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF CALIFORNIA)
CITY AND) SS
COUNTY OF SAN FRANCISCO

On this 9th day of March, 19 59, before me personally appeared D. J. SPOMAT, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

Emma N. McClure
Notary Public

APR 11 5, 1959

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE 3/2/59

OVERRIDING ROYALTY OWNERS

Earl G. Levick
EARL G. LEVICK
~~MODERATOR~~ Nina Levick
NINA LEVICK
Box 1113
ADDRESS: _____
ROSWELL, NEW MEXICO

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF MISSISSIPPI)
) SS
COUNTY OF Chautauque)

On this 2nd day of March, 1959, before me personally appeared EARL G. LEVICK & WIFE, MINNIE S. LEVICK, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that ~~he~~ ^{THEY} executed the same as ~~his~~ ^{THEIR} free act and deed.

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

My Commission Expires:

March 16, 1961

Ernest Lee Hodges
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations ^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE Feb 16, 1959

OVERRIDING ROYALTY OWNERS

ADDRESS W. H. M. M. M.

DATE MAY 7-1959

ADDRESS 139 S CATALINA AVE

PASADENA CALIF

DATE MAY 7 1959

ADDRESS 139 S CATALINA AVE

PASADENA CALIF

DATE _____

ADDRESS _____

STATE OF California)
COUNTY OF San Diego) SS

On this 25th day of April, 1958, before me personally appeared William H. Hatcher, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires: _____

William H. Hatcher
Notary Public

STATE OF California)
COUNTY OF San Diego) SS

On this 4th day of May, 1959, before me personally appeared Frank J. Day & Margaret A. Day, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires: _____

William H. Hatcher
Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

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

My Commission Expires: _____

Notary Public

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE March 26, 1959

ATTEST:

E. A. Smith, Ass't Secy.

DATE _____

DATE _____

DATE _____

OVERRIDING ROYALTY OWNERS

SUNSET INTERNATIONAL PETROLEUM CORPORATION

ADDRESS 400 S. Beverly Dr.
Beverly Hills, Calif.

J. D. Sterling, Chairman of the Board

ADDRESS _____

ADDRESS _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF California)
) SS
COUNTY OF Los Angeles)

On this the 26th day of March, 1959, personally appeared J. D. Sterling to me personally known, who being by me duly sworn did say that he is the President of Chairman of the Board of SUNSET INTERNATIONAL PETROLEUM CORPORATION and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. D. Sterling acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Edna Westphal
Notary Public

August 21, 1959

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations/^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE July 9, 1959
ATTEST: [Signature]
ASST. SECRETARY



OVERRIDING ROYALTY OWNERS
PHILLIPS PETROLEUM COMPANY
By: [Signature]
VICE PRESIDENT OF PRODUCTION
ADDRESS Bartholomew, Oklahoma

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF Oklahoma)

SS

COUNTY OF Washington)

On this the 9th day of July, 1959, personally appeared L.E. Fitzgerald to me personally known, who being by me duly sworn and say that he is the Vice President of Phillips Petroleum Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said L.E. Fitzgerald acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires:

Oct. 19, 1962

Russell J. McLean
Notary Public

February 16, 1959

July 2, 1959

DATE

Paula Spurck Individually

Paula Spurck as Executrix of the
Estate of WILLIAM SPURCK, DEC'D.

ADDRESS 707 South Hill Street,
1025-26 Foreman Bldg.,
Los Angeles 14, California.

Ratification and joinder to the Drickey Queen Sand Unit Agreement, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agreement, the undersigned hereby ratifies, confirms and joins in the execution of said Unit Agreement which is hereby incorporated herein and made a part hereof, to the same extent and effect as if the undersigned had executed the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit Agreement and acknowledges that no representations/^{not} incorporated herein or in said Unit Agreement have been made to the undersigned and that this instrument has been signed and delivered unconditionally.

DATE _____

OVERRIDING ROYALTY OWNERS

ADDRESS _____

DATE June 22, 1959

TRACTS

1, 20, 33, 46,

49, 50

UNION OIL COMPANY OF CALIFORNIA

By: Elyse S. Kopp Sub

ADDRESS Union Oil Building
619 West Texas
Midland, Texas

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF TEXAS,)
) SS
COUNTY OF MIDLAND.)

On this the 15th day of July, 1959, personally appeared EDGAR S. KEENE to me personally known, who being by me duly sworn did say that he is the President-in-Fact for UNION OIL COMPANY OF CALIFORNIA ~~and that the same is a corporation~~ and that said instrument ~~was signed and acknowledged in behalf of said corporation by authority of its Board of Directors, and said~~ EDGAR S. KEENE acknowledges said instrument to be the free act and deed of said corporation.

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

My Commission Expires: _____

Elma H. Sloan

Notary Public

June 1, 1961

ELMA H. SLOAN

Ratification and joinder to the Drickey Queen Sand Unit Agree-
ment, Chaves County, State of New Mexico, dated February 16, 1959.

For the consideration stated in the above described Unit Agree-
ment, the undersigned hereby ratifies, confirms and joins in the execution
of said Unit Agreement which is hereby incorporated herein and made a
part hereof, to the same extent and effect as if the undersigned has executed
the original of said Unit Agreement.

The undersigned acknowledges receipt of a copy of said Unit
Agreement and acknowledges that no representations incorporated herein
or in said Unit Agreement have been made to the undersigned and that this
instrument has been signed and delivered unconditionally.

DATE 2/16/59

OVERRIDING ROYALTY OWNERS

Ralph H. H.

ADDRESS 1234

William H. H.

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

DATE _____

ADDRESS _____

STATE OF NEW MEXICO)
) SS
COUNTY OF EDDY)

On this 10th day of August, 19 59, before me personally appeared Ralph Nix, to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he executed the same as his free act and deed.

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

My Commission Expires:

November 19, 1962

Ronnie Baldwin
Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires:

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

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

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

My Commission Expires: _____

Notary Public

APPROVAL - CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the Act approved February 25, 1920, 41 Stat. 437, 30 U.S.C. Secs. 181 et seq., as amended by the Act of August 8, 1946, 60 Stat. 950, and delegated to the Director of the Geological Survey, pursuant to Departmental Order No. 2365 of October 8, 1947, 43 CFR Sec. 4.618, 12 FR 6784, I do hereby:

- A. Approve the attached secondary recovery Unit Agreement for the development and operation of the Drickey Queen Sand Unit Area, State of New Mexico.
- B. Certify and determine that the unit plan for secondary recovery contemplated in the attached Agreement is necessary and advisable in the public interest and is 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 the Federal lease or leases committed to said agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of the Agreement.

Dated _____.

Contract No.

Director
United States Geological Survey