

UNIT AGREEMENT
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

BEFORE EXAMINER NUTTER
OIL CONSERVATION COMMISSION
Shell EXHIBIT NO. 2
CASE NO. 28510-281

UNIT AGREEMENT

EAST PEARL QUEEN UNIT

LEA COUNTY, NEW MEXICO

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UNIT AGREEMENT
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 23rd day of May, 1963, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of oil, gas, and associated minerals from the Pearl Queen Field, in Lea County, State of New Mexico, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to enter into this agreement to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct a secondary recovery, pressure maintenance, or other recovery program as herein provided; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chap. 88, Laws 1943, as amended by Sec. 1 of Chap. 176, Laws of 1961, Chap. 7, Art. 11, Sec. 39, N.M.S. 1953 anno.) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

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

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

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this agreement, the terms herein contained shall have the following meaning:

1.1 Unit Area means the lands described by Tracts in Exhibit A and shown on Exhibit B as to which this agreement become effective or to which it may be extended as herein provided.

1.2 Unitized Formation means that subsurface portion of the Unit Area commonly known or described as follows: That certain stratigraphic interval underlying the Unit Area extending from the top of the Queen formation to a depth of fifty feet (50') below the base of Zone IV of the Queen formation, the top of the Queen formation and the base of Zone IV of the Queen formation having been encountered at the depths of 4,520 feet and 4,850 feet, respectively, beneath the derrick floor in the C. W. Trainer-Rushing Well No. 1, located in Unit "G" of Section 22, Township 19 South, Range 35 East, N.M.P.M., Lea County, New Mexico, as shown on the Gamma Ray-Neutron log of said well, dated December 15, 1959.

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

1.4 Working Interest means an interest in Unitized Substances by virtue of a lease, operating agreement, fee title, or otherwise, including a carried interest, 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, producing, and operating the Unitized Formation. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes or ratifies this agreement shall thereafter be treated as a Working Interest for all purposes of this agreement.

1.5 Royalty Interest means a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.

1.6 Royalty Owner means a party hereto who owns a Royalty Interest.

1.7 Working Interest Owner means a party hereto who owns a Working Interest. The owner of oil and gas rights that are free of lease or other instrument conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

1.8 Tract means each parcel of land described as such and given a Tract number in Exhibit A.

1.9 Unit Operating Agreement means that agreement entitled "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico" of the same effective date as the effective date of this agreement and which is entered into by Working Interest Owners.

1.10 Unit Operator means the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as operator and not as a Working Interest Owner.

1.11 Tract Participation means the percentage shown on Exhibit A for allocating Unitized Substances to a Tract under this agreement.

1.12 Unit Participation of each Working Interest Owner means the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

1.13 Phase I means the period of time beginning the effective date hereof and continuing until recovery of the Unit Area Remaining Primary Reserves, as hereinafter defined.

1.14 Phase II means the remainder of the term of this agreement after the end of Phase I.

1.15 Tract Remaining Primary Reserves means the estimated number of barrels of oil heretofore approved by Working Interest Owners for the purposes of this agreement as being the remaining primary oil reserves of the Unitized Formation underlying such Tract, as of September 1, 1962.

1.16 Unit Area Remaining Primary Reserves means the total Tract Remaining Primary Reserves of all Tracts within the Unit Area. The Unit Area Remaining Primary Reserves is 641,907 barrels of oil, provided all Tracts described in Exhibit A and shown on Exhibit B are committed to this agreement. If less than all of said Tracts are committed to this agreement, the Unit Area Remaining Primary Reserves shall be reduced by the number of barrels equal to the Tract Remaining Primary Reserves of all Tracts that are not committed to this agreement.

1.17 Tract Current Production means the cumulative total number of barrels of oil produced from the Unitized Formation underlying such Tract during the period from June 1, 1962, to August 31, 1962, inclusively, as officially reported to the Oil Conservation Commission of the State of New Mexico.

1.18 Unit Area Current Production means the total Tract Current Production of all Tracts within the Unit Area.

1.19 Tract Cumulative Production means the cumulative total number of barrels of oil produced from the Unitized Formation underlying such Tract prior to September 1, 1962, as officially reported to the Oil Conservation Commission of the State of New Mexico.

1.20 Unit Area Cumulative Production means the total Tract Cumulative Production of all Tracts within the Unit Area.

1.21 Tract Acre-Porosity-Feet means the estimated number of productive acre-porosity-feet heretofore approved by Working Interest Owners as being the net pay in the Unitized Formation underlying such Tract.

1.22 Unit Area Acre-Porosity-Feet means the total Tract Acre-Porosity-Feet of all Tracts within the Unit Area.

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

1.24 Unit Operations means all operations conducted by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of the development and operations of the Unitized Formation for the production of Unitized Substances.

1.25 Unit Equipment means all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.26 Unit Expense means all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.27 Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural include the singular, and the neuter gender include the masculine and the feminine.

ARTICLE 2 EXHIBITS

2.1 Exhibits. Attached hereto are the following exhibits which are incorporated herein by reference:

2.1.1 Exhibit A, which is a schedule that describes each Tract in the Unit Area and shows its Phase I and Phase II Tract Participation.

2.1.2 Exhibit B, which is a map that shows the boundary lines of the Unit Area and the Tracts therein.

2.2 Reference to Exhibits. When reference herein is made to an exhibit, the reference is to the Exhibit as originally attached or, if revised, to the latest revision.

2.3 Exhibits Considered Correct. An exhibit shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the effective date hereof, should be divided into more than one Tract, or that any mechanical miscalculation has been made, Unit Operator, with the approval of Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.5 Filing Revised Exhibits. If an exhibit is revised pursuant to this agreement, Unit Operator shall certify and file the revised exhibit with the

Commissioner of Public Lands of the State of New Mexico and for record with the County Clerk of Lea County, New Mexico.

ARTICLE 3
CREATION AND EFFECT OF UNIT

3.1 Oil and Gas Rights Unitized. Subject to the provisions of this agreement, all Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that Operations may be conducted as if the Unitized Formation had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease had been subject to all of the provisions of this agreement.

3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Working Interest Owners. The rights and interests therein as among Working Interest Owners are covered by the Unit Operating Agreement.

3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective Tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

3.4 Continuation of Leases and Term Royalties. Unit Operations conducted on any part of the Unit Area shall be considered with respect to leases and term royalties as follows:

3.4.1 Operations, including drilling operations, conducted with respect to the Unitized Formation on any part of the Unit Area, or production from any part of the Unitized Formation, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each Tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each Tract.

3.4.2 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.

3.4.3 Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto, shall be segregated as to the portion committed and that portion not committed, and the terms of such lease shall apply separately as to such segregated portions commencing

as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), (i) if, and for so long as Unitized Substances are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement; or (ii) if, and for so long as some part of the lands embraced in such State lease are allocated Unitized Substances; or (iii) if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein and for so long as such operations are being diligently prosecuted, and if they result in the production of Unitized Substances, said lease shall continue in full force and effect as to all the lands embraced therein, as provided in (i) and (ii) above.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to the Oil and Gas Rights by any party hereto to any other party or to Unit Operator. The intention is to provide for the cooperative development and operation of the Tracts and for the sharing of Unitized Substances as herein provided.

3.6 Injection Rights. Royalty Owners hereby grant unto Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, including the right to drill and maintain injection wells on the Unit Area and to use for such purposes producing or abandoned oil or gas wells or wells that have never been produced.

3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from the obligation to develop reasonably as a whole the lands and leases committed hereto.

ARTICLE 4 PLAN OF OPERATIONS

4.1 Unit Operator. Working Interest Owners are as of the effective date of this agreement entering into the Unit Operating Agreement designating Shell Oil Company as Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations. The operations shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.

4.2 Operating Methods. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in methods of operation of the Unit Area which from time to time will in their judgment be conducive to that end within practicable economic limits, including water flooding operations and such other

pressure maintenance, repressuring and secondary recovery operations as may be deemed by them to be necessary or proper to achieve that end.

4.3 Change of Operating Methods. Nothing herein shall prevent Working Interest Owners from discontinuing or changing in whole or in part any method of operations which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

ARTICLE 5 TRACT PARTICIPATION

5.1 Tract Participation. The Phase I and Phase II Tract Participation of each Tract is shown on Exhibit A. The participation percentages shown in Exhibit A were determined in accordance with the following formulas:

Percentage of Tract Participation During Phase I equals:

$$100 \times (\text{times}) \frac{\text{Tract Current Production}}{\text{Unit Area Current Production}}$$

Percentage of Tract Participation During Phase II equals:

$$\begin{aligned} &25 \times (\text{times}) \frac{\text{Tract Cumulative Production}}{\text{Unit Area Cumulative Production}} \\ &+ (\text{plus}) \\ &75 \times (\text{times}) \frac{\text{Tract Acre-Porosity-Feet}}{\text{Unit Area Acre-Porosity-Feet}} \end{aligned}$$

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

ARTICLE 6 ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Phase I or Phase II Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties

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 Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interest, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract.

6.3 Taking Unitized Substances in Kind. 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. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they are so constructed, maintained, and operated as not to interfere with the Unit Operations. 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 receiving party. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the average market price for all such sales from the Unitized Formation; provided that, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto. If, under the provisions of this paragraph, Unit Operator contracts to sell in interstate commerce any gas not taken in kind or separately disposed of by the owning party, Unit Operator shall give such owning party ninety (90) days notice of such sale.

6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for the payment thereof to the persons entitled thereto, and shall indemnify all parties hereto, including Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

ARTICLE 7
PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable on the wells from which it was produced shall remain the property of the parties entitled thereto the same as if the Unit had not been formed. Any such oil not promptly removed may be sold by the Unit Operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after the effective date hereof.

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

ARTICLE 8
USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the Unitized Substances as they deem necessary for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, Unitized Substances used or consumed in Unit Operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of Unitized Substances.

ARTICLE 9
TRACTS TO BE INCLUDED IN UNIT

9.1 Qualification of Tracts. On and after the effective date hereof and until the enlargement or reduction thereof, the Unit Area shall be composed of the Tracts listed in Exhibit A that qualify as follows:

9.1.1 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement and as to which Royalty Owners owning seventy five percent (75%) or more of the Royalty Interest have become parties to this agreement.

9.1.2 Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this agreement, and as to which Royalty Owners owning less than seventy five percent (75%) of the Royalty Interest have become parties to this agreement, and as to which (a) all Working Interest Owners in such Tract have joined in a request for the inclusion of such Tract in the Unit Area, and as to which (b) seventy five percent (75%) of the combined voting interests of Working Interest Owners in all Tracts that meet the requirements of Section 9.1.1 have voted in favor of the inclusion of such Tract. For the purpose of this Section 9.1.2, the voting interests of a Working Interest Owner shall be equal to the ratio that its Phase II Unit Participation attributable to Tracts that qualify under Section 9.1.1 bears to the total Phase II Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Section 9.1.1

9.1.3 Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (a) the Working Interest Owner who operates the Tract and all of the other Working Interest Owners in such Tract who have become parties to this agreement have joined in a request for inclusion of such Tract in the Unit Area, and have executed and delivered an indemnity agreement agreeing to indemnify and hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such Tract who are not parties to this agreement, and which arise out of the inclusion of the Tract in the Unit Area; and as to which (b) seventy five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts that meet the requirements of Sections 9.1.1 and 9.1.2 have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. For the purpose of this Section 9.1.3, the voting interest of each Working Interest Owner shall be equal to the ratio that its Phase II Unit Participation attributable to Tracts that qualify under Section 9.1.1 and 9.1.2 bears to the total Phase II Unit Participation of all Working Interest Owners attributable to all Tracts that qualify under Sections 9.1.1 and 9.1.2. Upon the inclusion of such a Tract in the Unit Area, the Unit Participation that would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreement, in proportion to their respective Working Interests in the Tract.

9.2 Subsequent Commitment of Interest to Unit. After the effective date hereof, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest and upon approval by the Commissioner of Public Lands.

9.3 Revision of Exhibits. If any of the Tracts in Exhibit A fail to qualify for inclusion in the Unit Area on the effective date hereof Unit Operator shall recompute, using the original basis of computation, the Tract Participation of each of the qualifying Tracts and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the effective date hereof upon approval by the Commissioner of Public Lands of the State of New Mexico.

ARTICLE 10 TITLES

10.1 Removal of Tract from Unit Area. If a Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this agreement to meet the conditions of Article 9 because of failure of title of any party hereto, such Tract shall be removed from the Unit Area effective as of the first day of the calendar month in which the failure of title is finally determined; however, the Tract shall not be removed from the Unit Area, if, within ninety (90) days of the date of final determination of the failure of title, the Tract requalifies under a Section of Article 9.

10.2 Revision of Exhibits. If a Tract is removed from the Unit Area because of the failure of title, Unit Operator, subject to Section 5.2, shall recompute the Tract Participation of each of the Tracts remaining in the Unit Area and shall revise Exhibits A and B accordingly. The revised exhibits shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

10.3 Working Interest Titles. If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement.

10.4 Royalty Owner Titles. If title to a Royalty Interest fails, but the Tract to which it relates is not removed from the Unit Area, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

10.5 Production Where Title is in Dispute. If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the discretion of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

10.6 Payment of Taxes to Protect Title. The owners of (1) the surface rights to lands within the Unit Area, (2) the several mineral or Royalty Interests in the lands, and (3) the improvements located on the lands not utilized for Unit Operations, shall individually be responsible for the rendition and assessment for ad valorem tax purposes of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner. If any ad valorem taxes are not paid by such owner responsible therefor when due, Unit Operator may, with approval of Working Interest Owners, at any time prior to tax sale, or expiration of period of redemption after tax sale, pay the same, redeem such property, and discharge such tax liens as may arise through non-payment. Any such payment shall be treated as an item of Unit Expense. Unit Operator shall, if possible, withhold from any proceeds derived from the sale of Unitized Substances otherwise due to any delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be credited to the joint account. Such withholding shall be without prejudice to any other remedy, either at law or at equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

ARTICLE 11 EASEMENTS OR USE OF SURFACE

11.1 Grant of Easements. The parties hereto, to the extent of their rights and interest, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations; provided that, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a site for a water, gas injection, processing or other plant, or camp site.

11.2 Use of Water. Working Interest Owners shall have free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond, or irrigation ditch of a Royalty Owner.

11.3 Surface Damages. Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 12 ENLARGEMENTS OF UNIT AREA

12.1 Enlargements of Unit Area. The Unit Area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by Working Interest Owners and upon approval by the Commissioner of Public Lands of the State of New Mexico and the Oil Conservation Commission of the State of New Mexico, including but not limited to, the following:

12.1.1 The acreage shall qualify under a Section of Article 9.

12.1.2 The participation to be allocated to the acreage shall be reasonable, fair, and based on all available information.

12.1.3 There shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

12.1.4 The execution or ratification of this agreement, by a person owning a Royalty Interest in any Tract being brought into the Unit Area by an enlargement, shall have the effect of committing to the Unit his Royalty Interest in each Tract being added to the Unit, as well as in each Tract previously included in the Unit Area.

12.2 Determination of Tract Participation. Unit Operator, subject to Section 5.2, shall determine the Tract Participation of each Tract within the Unit Area as enlarged, and shall revise Exhibits A and B accordingly.

12.3 Effective Date. The effective date of any enlargement of the Unit Area shall be 7:00 a.m. on the first day of the calendar month following approval by the Commissioner of Public Lands and compliance with conditions for enlargement as specified by Working Interest Owners, approval of the enlargement by the appropriate governmental authority, if required, and the filing for record of revised Exhibits A and B with the County Clerk of Lea County, New Mexico.

ARTICLE 13 CHANGE OF TITLE

13.1 Covenant Running With the Land. This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

13.2 Notice of Transfer. Any conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding on the Unit Operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change of ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14 RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an

association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 No Sharing of Market. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of Unitized Substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for Unit Expense unless such Royalty Owner is otherwise so obligated.

14.4 Information to Royalty Owners. Each Royalty Owner upon written request therefor shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 15 LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement shall be subject to the conservation laws of the State of New Mexico; to the valid rules, regulations, and orders of the Oil Conservation Commission of the State of New Mexico; and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 16 FORCE MAJEURE

16.1 Force Majeure. All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party whether similar or dissimilar to those enumerated. No party shall be required against its will to adjust or settle any labor dispute. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 17 EFFECTIVE DATE

17.1 Effective Date. This agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto, and, unless sooner terminated as provided in Section 17.2, shall become effective as to qualified Tracts at the time and date as determined by the Working Interest Owners in all the qualified Tracts, and set forth in a certificate filed for record by Unit Operator with the County Clerk of Lea

County, New Mexico. The certificate shall not be filed until after the following requirements have been met:

17.1.1 Tracts comprising eighty five percent (85%) or more of the Unit Area as shown on the original Exhibit B have qualified under the provisions of Article 9.

17.1.2 At least one counterpart of this agreement has been filed for record by Unit Operator with the County Clerk of Lea County, New Mexico.

17.1.3 This agreement has been approved by the Oil Conservation Commission of the State of New Mexico.

17.1.4 This agreement has been approved by the Commissioner of Public Lands of the State of New Mexico.

17.2 Ipso Facto Termination. If the requirements of Section 17.1 are not accomplished on or before July 1, 1964, this agreement shall ipso facto terminate on that date (hereinafter called "termination date") and thereafter be of no further effect, unless prior thereto Working Interest Owners owning a combined Phase II Unit Participation of at least seventy five percent (75%) have become parties to this agreement and such parties owning not less than sixty five percent (65%) Phase II Unit Participation have decided to extend the termination date for a period not to exceed six (6) months. If the termination date is so extended and the requirements of Section 17.1 are not accomplished on or before the extended termination date, this agreement shall ipso facto terminate on the extended termination date and thereafter be of no further effect. For the purpose of this section, Phase II Unit Participation shall be as shown on the original Exhibit C attached to the Unit Operating Agreement.

ARTICLE 18

TERM

18.1 Term. The term of this agreement shall be for the time that Unitized Substances are produced in paying quantities and as long thereafter as Unit Operations are conducted without a cessation of more than one hundred eighty (180) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided.

18.2 Termination by Working Interest Owners. This agreement may be terminated by Working Interest Owners having a combined Unit Participation of at least eighty five percent (85%) whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, Unit Operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate Tracts.

18.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove Unit Equipment.

ARTICLE 19
EXECUTION

19.1 Original, Counterpart, or Other Instrument. A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

19.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests that may be owned or controlled by such party.

ARTICLE 20
GENERAL

20.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.

20.2 Action by Working Interest Owners. Any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.

20.3 Lien of Unit Operator. Unit Operator shall have a lien upon the interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

IN WITNESS WHEREOF, The parties hereto have executed this agreement on the date opposite their respective signatures.

SHELL OIL COMPANY

Date: _____

By: _____
Attorney in Fact

Address: P. O. Box 1509
Midland, Texas

UNIT OPERATOR AND
WORKING INTEREST OWNER

OTHER WORKING INTEREST OWNERS

ATTEST:

BLAIR PETROLEUM COMPANY

Secretary

By: _____
President

Date: _____

Address: _____

ATTEST:

CABOT CORPORATION

Secretary

By: _____
President

Date: _____

Address: _____

ATTEST:

COLLIER DRILLING COMPANY

Secretary

By: _____
President

Date: _____

Address: _____

ATTEST:

GULF OIL CORPORATION

Secretary

By: _____
President

Date: _____

Address: _____

ATTEST:

MID-TEX OIL & GAS CORPORATION

Secretary

By: _____
President

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

ROYALTY OWNERS

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

Date: _____

Address: _____

STATE OF TEXAS X
 X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by J. V. LINDSEY, Attorney in Fact of SHELL OIL COMPANY, a Delaware corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for
Midland County, Texas

STATE OF _____ X
 X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ President of BLAIR PETROLEUM COMPANY, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for
_____ County, _____

STATE OF _____ X
 X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ President of CABOT CORPORATION, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for
_____ County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ President of COLLIER DRILLING COMPANY, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ President of GULF OIL CORPORATION, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ President of MID-TEX OIL & GAS CORPORATION, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

CERTIFICATE OF APPROVAL
BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated May 23, 1963, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this _____ day of _____, 1963.

Commissioner of Public Lands
of the State of New Mexico

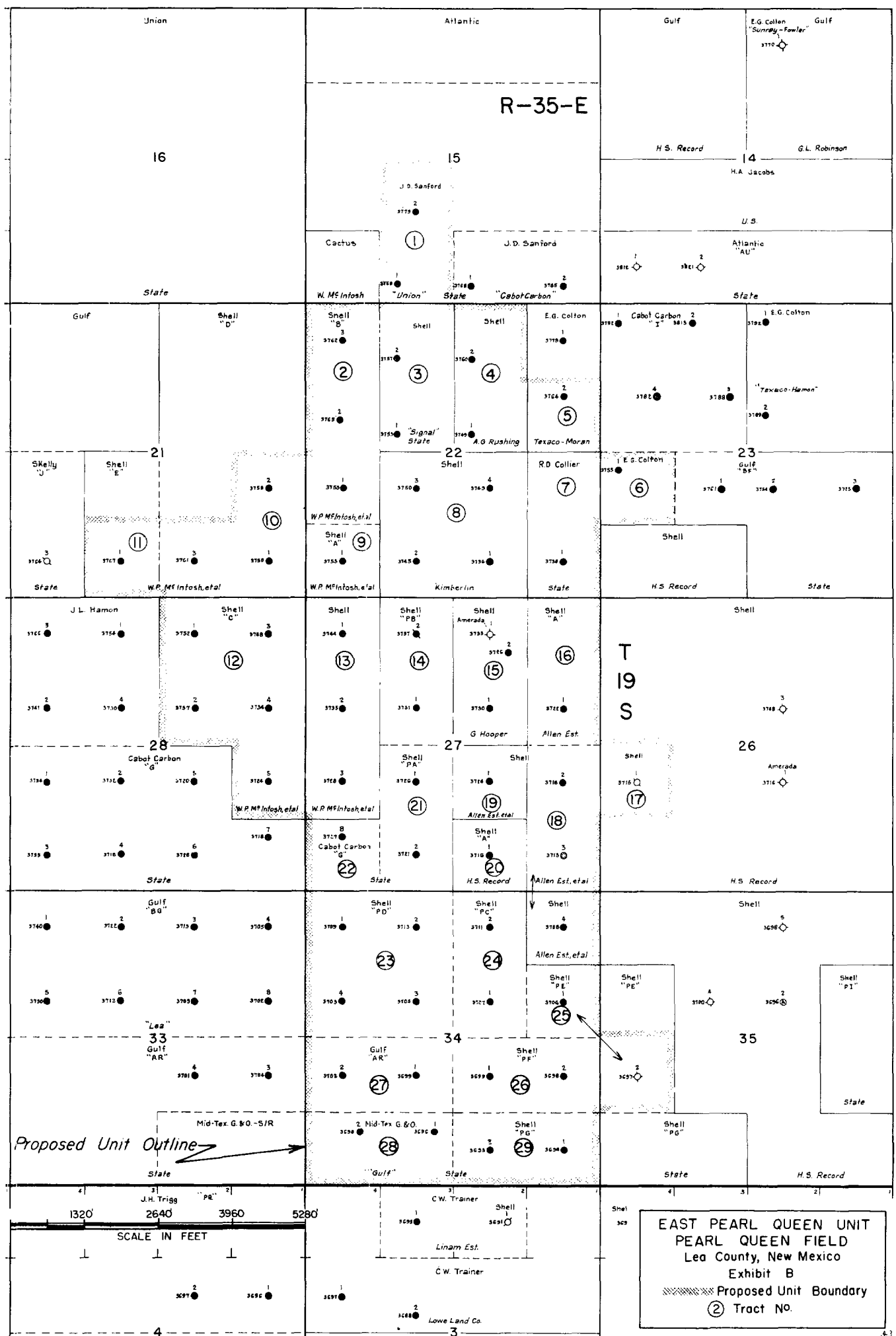


EXHIBIT A (Cont'd)

| Tract No. | Tract Name | State Lease No. | Land Description | Acres | Tract Participation Percentage | |
|--------------|--------------------------|--------------------|---|-------|-----------------------------------|-----------|
| | | | | | Phase I | Phase II |
| 14 | Shell - State "PB" | E-5839 | Sec. 27: E/2 NW/4 | 80 | 0.52456 | 3.15323 |
| 15 | Shell - Hooper | | Sec. 27: W/2 NE/4 | 80 | 0.55086 | 3.43631 |
| 16 | Shell - Allen Est. "A" | | Sec. 27: E/2 NE/4 | 80 | 2.28966 | 1.81342 |
| 17 | Shell - Record | | Sec. 26: NW/4 SW/4 | 40 | 0.00000 | 0.53838 |
| 18 | Shell - Allen Est.-18 | | Sec. 27: E/2 SE/4 & Sec. 34: NE/4 NE/4 | 120 | 4.72691 | 3.87199 |
| 19 | Shell - Allen Est.-19 | | Sec. 27: NW/4 SE/4 | 40 | 3.34025 | 2.54218 |
| 20 | Shell - Record "A" | | Sec. 27: SW/4 SE/4 | 40 | 2.11140 | 1.83618 |
| 21 | Shell - State "PA" | E-5838 | Sec. 27: E/2 SW/4 | 80 | 1.93460 | 3.54136 |
| 22 | Cabot Carbon - State "G" | E-8184 | Sec. 27: SW/4 SW/4 | 40 | 1.95067 | 2.42062 |
| 23 | Shell - State "PD" | E-5840 | Sec. 34: NW/4 | 160 | 14.93907 | 10.94467 |
| 24 | Shell - State "PC" | E-5838 | Sec. 34: W/2 NE/4 | 80 | 6.30059 | 4.38752 |
| 25 | Shell - State "PE" | E-5839 | Sec. 34: SE/4 NE/4 & Sec. 35: NW/4 SW/4 | 80 | 4.14097 | 2.59111 |
| 26 | Shell - State "PF" | OG-533 | Sec. 34: N/2 SE/4 | 80 | 6.95958 | 3.84827 |
| 27 | Gulf - State "AR" | E-5887 | Sec. 34: N/2 SW/4 | 80 | 6.95958 | 5.12614 |
| 28 | Mid.-Tex.-Gulf-State | E-5887 | Sec. 34: S/2 SW/4 | 80 | 3.41185 | 3.01388 |
| 29 | Shell - State "PG" | E-5838 | Sec. 34: S/2 SE/4 | 80 | 5.98352 | 3.17160 |
| TOTALS | | | | 2,440 | 100.00000 | 100.00000 |

EXHIBIT A
ATTACHED TO UNIT AGREEMENT
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

TRACTS AND TRACT PARTICIPATION

| Tract No. | Tract Name | State Lease No. | Land Description | Acres | Tract Participation Percentage | |
|-----------|----------------------|-----------------|---|-------|--------------------------------|----------|
| | | | | | Phase I | Phase II |
| | | | TOWNSHIP 19 SOUTH, RANGE 35 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO: | | | |
| 1 | Sanford-Union-State | E-7360 | Sec. 15: E/2 SW/4 | 80 | 1.74757 | 1.46433 |
| 2 | Shell - McIntosh "B" | | Sec. 22: W/2 NW/4 & NW/4 SW/4 | 120 | 2.26775 | 3.98105 |
| 3 | Shell - Signal-State | E-7277 | Sec. 22: E/2 NW/4 | 80 | 4.84380 | 3.91499 |
| 4 | Shell - Rushing | | Sec. 22: W/2 NE/4 | 80 | 3.05386 | 2.09702 |
| 5 | Colton-Texaco-Moran | | Sec. 22: SE/4 NE/4 | 40 | 3.32856 | 0.44537 |
| 6 | Colton-Gulf-State | E-5837 | Sec. 23: NW/4 SW/4 | 40 | 2.78793 | 0.22276 |
| 7 | Collier-State | E-7277 | Sec. 22: E/2 SE/4 | 80 | 0.75251 | 0.63116 |
| 8 | Shell - Kimberlin | | Sec. 22: W/2 SE/4 & E/2 SW/4 | 160 | 2.79377 | 7.23947 |
| 9 | Shell - McIntosh "A" | | Sec. 22: SW/4 SW/4 | 40 | 1.50355 | 2.88729 |
| 10 | Shell - McIntosh "D" | | Sec. 21: E/2 SE/4 & SW/4 SE/4 | 120 | 1.29752 | 3.76872 |
| 11 | Shell - McIntosh "E" | | Sec. 21: SE/4 SW/4 | 40 | 0.41351 | 0.76687 |
| 12 | Shell - McIntosh "C" | | Sec. 28: NE/4 & NE/4 SE/4 | 200 | 6.29475 | 9.94492 |
| 13 | Shell - McIntosh | | Sec. 27: W/2 NW/4 & NW/4 SW/4 | 120 | 2.79085 | 6.39919 |

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: _____

Address: _____

Date: _____

Address: _____

ATTEST:

Thomas D. Johnson
Assistant Secretary

Date: June 7, 1963

CABOT CORPORATION

By: *E. J. Young* Vice President

Address: P. O. Box 1101

El Paso, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

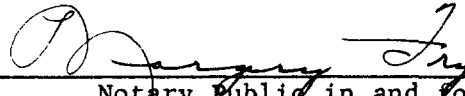
County, _____

STATE OF TEXAS X
COUNTY OF GRAY X

The foregoing instrument was acknowledged before me this 7th day of June, 1963, by E. L. GREEN, JR., Vice President of CABOT CORPORATION, a Delaware corporation, on behalf of said corporation.

My commission expires: _____

June 1, 1965

 MARGERY FRY

Notary Public in and for
Gray County, Texas

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: _____

Address: _____

Date: _____

Address: _____

ATTEST:

Assistant Secretary
Date: July 1, 1963

GULF OIL CORPORATION
By: *W. B. H. - President*
Address: Post Office Box 1938

Roswell, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF NEW MEXICO X
COUNTY OF CHAVEZ X

The foregoing instrument was acknowledged before me this 2nd day of July, 1963, by W. B. Hopkins, Attorney in Fact of NEW OIL CORPORATION, a Pennsylvania corporation, on behalf of said corporation.

My commission expires: _____

Don Marie Cooper

Notary Public in and for
Chavez County, New Mexico

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 14, 1963

Bea A. Berry
Address: 400 Wilford National Bank Bldg.
Albany, Idaho

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF Texas }
COUNTY OF Midland }

The foregoing instrument was acknowledged before me this 24 day of June, 1963 by George A. Brown.

My commission expires:

June 1, 1965

Jonna E. Tappold
Notary Public in and for
Midland County, Texas

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: _____

Address: _____

Date: June 14, 1963

James C. Brown & Associates

By: *Robert L. Brown* Partner

Address: 402 First National Bank Bldg.

Midland, Texas

ATTEST:

Jesse H. Edwards
Secretary
Date: June 14, 1963

Mid-Tex Gas & Oil Corporation

By: *Robert L. Brown* President

Address: 402 First National Bank Bldg.

Midland, Texas

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 14th day of June, 1963 by Robert G. Brown.

My commission expires:

June 1, 1965

Lue Harrison
Notary Public in and for
Midland County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 14th day of June, 1963, by Robert G. Brown, President of Mid-Tex Gas & Oil Corporation, a Delaware corporation, on behalf of said corporation.

My commission expires:

June 1, 1965

Lue Harrison
Notary Public in and for
Midland County, Texas

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 18, 1963

Thomas C. Brown
Address: Box 5131
Midland, Texas

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 18th day of June, 1963 by Thomas C. Brown

My commission expires:
6-1-65

Regina S. Neill
Notary Public in and for
Midland County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 5, 1963

J. Q. Brown

Address: P. O. Box 1251

Midland, Texas

Date: _____

Address: _____

ATTEST:

Secretary

By: _____

President

Date: _____

Address: _____

STATE OF TEXAS }
COUNTY OF MIDLAND }

The foregoing instrument was acknowledged before me this 5th day of July, 1963 by T. J. BROWN.

My commission expires:

June 1, 1965

Norma L. Roberts
Notary Public in and for
MIDLAND County, TEXAS

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

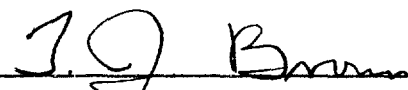
WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 5, 1963


T. J. BROWN, INDEPENDENT EXECUTOR OF R. DECHICCHIS
Address: P. O. Box 1251 ESTATE
Midland, Texas

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 5th day of
JULY, 1963 by T. J. BROWN, INDEPENDENT EXECUTOR OF THE R. DeCHICCHIS ESTATE

My commission expires:

June 1, 1965

Norma L. Roberts
Notary Public in and for
MIDLAND County, TEXAS

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for
_____ County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for
_____ County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-5-63

James R. Day
Address: 1803 West Michigan

Midland, Texas

Date: _____

Address: _____

ATTEST:

Secretary

Date: _____

By: _____

President

Address: _____

STATE OF TEXAS X
COUNTY OF MIDLAND X

The foregoing instrument was acknowledged before me this 5th day of July, 1963 by JAMES R. DAY.

My commission expires:

June 1, 1965

Naema L. Roberts
Notary Public in and for
MIDLAND County, TEXAS

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 18, 1963

Joe A. Rogers
Address: Box 5131
Midland, Texas

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF Texas X
COUNTY OF Midland X

The foregoing instrument was acknowledged before me this 18th day of June, 1963 by Joe L. Roper.

My commission expires:

June 1, 1965

Regina I. Neill
Notary Public in and for
Midland County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 8/28/63

[Signature]
Address: Box 798
Cortez, N.M.

Date: 8/28/63

[Signature]
Address: Box 798
Cortez, N.M.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF New Mexico X

COUNTY OF Eddy X

The foregoing instrument was acknowledged before me this 28th day of August, 1963 by L.D. Collier and Jimmy L. Collier his wife

My commission expires:
4-3-64

Margaret M. Hay House
Notary Public in and for
Eddy County, New Mexico

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 5, 1963

SS# 525-74-3494

Ray G. Barton
Address: P. O. Box 978

Hobbs, New Mexico 88240

Date: _____

Opal Barton
Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 5th day of July, 1963 by Roy O. Barton and Opal Barton, His wife

My commission expires:

MY COMMISSION EXPIRES JUNE 10, 1965

E. L. Johnson
Notary Public in and for

Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 5, 1963
 38 # 525-10-8303

Ray H. Barton Jr.
Address: 300 W. Taylor St.,
 Hobbs, New Mexico 88240

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____
President
Address: _____

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 9th day of July, 1963 by Ray G. Barton, Jr., a single person never having been married.

My commission expires:

MY COMMISSION EXPIRES DEC. 8, 1963

Thomas P. Ryan
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 18, 1963

M. W. Bryant

Address: P. O. Box 1928

San Angelo, Texas

Date: June 18, 1963

E. Ethel C. Bryant

Address: P. O. Box 1928

San Angelo, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF TEXAS X
COUNTY OF TOM GREEN X

The foregoing instrument was acknowledged before me this 18th day of
June, 1963 by M. D. BRYANT and ETHEL C. BRYANT, his wife.

My commission expires:
June, 1966.

Mildred Morris (Mildred Morris)
Notary Public in and for
Tom Green County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 20, 1963

Constance E. Byers

Address: P. O. Box 4554

Austin 51, Texas

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS }
COUNTY OF TRAVIS }

The foregoing instrument was acknowledged before me this 20th day of July, 1963 by Constance E. Byers, a widow.

My commission expires:
June 1, 1965

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

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 1, 1963

George M. Lawrie
Address: 544 Spring Valley Rd
Richardson, Texas

Date: July 1, 1963

Paul D. Davis
Address: 544 Spring Valley
Richardson, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF TEXAS X

COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 28th day of JULY, 1963 by GEORGE M. DAVIS, AND WIFE,

CECILE V. DAVIS

My commission expires:

6-1-65

Julia Crowder
Notary Public in and for
Dallas County, Texas

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 10, 1963

Bert Fields

Address: 1211 Fidelity Union Life Bldg.

Dallas Texas

Date: _____

Address: _____

ATTEST:

Secretary

Date: _____

By: _____

President

Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 10th day of July, 1963 by Bert Fields.

My commission expires:

June 1, 1965

Litha Allerton Thomas
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for
_____ County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for
_____ County, _____

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-18-63

Bertie Lick Harris
Address: P.O. Box 190
Carlsbad, N. Mex.

Date: 7-18-63

Ralph Harris
Address: P.O. Box 190
Carlsbad, N. Mex.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF NEW MEXICO X
COUNTY OF EDDY X

The foregoing instrument was acknowledged before me this 18th day of July, 1963 by Ralph J. Harris and Bertha Leck Harris, his wife.

My commission expires:

July 3, 1967

W. L. L. L. L.
Notary Public in and for
Eddy County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 6.18.63

Harvey A. Heller
Mary Anna Heller
Address: P.O. Box #28

Date: 6.18.63

Tulsa, Okla
Harvey A. Heller
Frances Marion Heller
Address: P.O. Box #28
Tulsa, Okla

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF OKLAHOMA X

COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 18 day of June, 1963 by Harvey A. Heller and Mary Ann Heller, his wife

My commission expires:

July 15, 1965

Hilma L. Cottingham
Notary Public in and for
TULSA County, OKLA

STATE OF OKLAHOMA X

COUNTY OF TULSA X

The foregoing instrument was acknowledged before me this 18 day of June, 1963 by Harvey A. Heller, Jr. and Frances Herndon Heller, his wife

My commission expires:

July 15, 1965

Hilma L. Cottingham
Notary Public in and for
TULSA County, OKLA

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-8-63

D. L. Hightland, Jr. President

Address: P.O. Box 1506

DALLAS, TEXAS

Date: _____

Address: _____

ATTEST:

Secretary

Date: _____

By: _____

President

Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 8th day of July, 1963 by Irene Hogland, a Feme Sole.

My commission expires:

June 1, 1965

Julia Crowder
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 8, 1963

Address: 15 Riverside
Reswell, N. Mex.

Date: July 8, 1963

Address: 15 Riverside
Reswell, N. Mex.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF New Mexico X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 8th day of July, 1963 by Guy V. Hooper and Mabel G. Hooper, his wife

My commission expires:

MY COMMISSION EXPIRES 8-12-1968

Charles Y. Nelson
Notary Public in and for
Chaves County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO
COUNTY OF LEA

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7/18/63

Address: Mary Anne Jenkins
Box 357 Hazleton

Date: 7/18/63

Name: Mary Jenkins
Address: Box 327
Klagerman, N.M.

ATTEST:

Secretary

Date:

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF NEW MEXICO X
COUNTY OF RODRI X

The foregoing instrument was acknowledged before me this 18th day of July, 1963 by Maya Jenkins and Mary Ann Jenkins, his wife.

My commission expires:

July 3, 1967

Robert L. Jensen
Notary Public in and for
Sddy County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and


WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;


NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 27, 1963


Charles J. Katz
Address: 1712 National Bank of Commerce Bldg.
San Antonio 5, Texas

Date: June 27, 1963


Dorothy L. Katz
Address: 1712 National Bank of Commerce Building
San Antonio 5, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS SEAR X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this 27 day of March, 1963 by William J. Sear and Dorothy A. Sear, his wife

My commission expires:
June 1, 1965

Harry E. Nichols
Notary Public in and for
County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for
County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for
County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 29, 1963

Ronald L. Katz a single person
never having been married
Address: 5028 Geary Blvd.
40 Colonial Realty Co.
San Francisco, California

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

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

The foregoing instrument was acknowledged before me this 1st day of
July, 1963 by Ronald Katz, a single person never having been married.

My commission expires:

May 25, 1967

Lerna L. Aldridge
Notary Public in and for LEONA L. ALDRIDGE
City and County, San Francisco

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 24, 1963

Kemp H. H. H. H.

Address: 1679 W. H. H. H.
M. H. H. H. TEXAS

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____
Address: _____
President

STATE OF Texas)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 24 day of June, 1963 by Keonper Kimberlin.

My commission expires:

June 1, 1965

Jean Reina
Notary Public in and for
Midland County, Texas

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 24, 1963

Jean H. Ladenschn
Address: 1712 National Bank of Commerce Building
San Antonio 3, Texas

Date: June 24, 1963

Emitt R. Ladenschn
Address: 1712 National Bank of Commerce Building
San Antonio 3, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS X
COUNTY OF DEKALB X

The foregoing instrument was acknowledged before me this 24 day of June, 1963 by Jean E. Lelawski and Kenneth E. Lelawski, her husband

My commission expires:
June 1, 1965

Harry E. Nichols
Harry E. Nichols
Notary Public in and for
DeKalb County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7/3/65

Address: 100. Box 210
Reedham, Tex.

Date: _____

Address: _____

ATTEST:

Secretary

Date: _____

By: _____

President

Address: _____

STATE OF Calif. X
COUNTY OF L.A. X

The foregoing instrument was acknowledged before me this 3 day of July, 1963 by Jay Bert Leck.

My commission expires:

Alice M. Jarrett
Notary Public in and for the State of California
My Comm. Expires Dec. 3, 1963
13031 Pearblossom Hwy., Pearblossom, Calif.

Alice M. Jarrett
Notary Public in and for
L.A. County, State of Calif.

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-3-63

Mary L. Linley
Address: 505 So Britain
Spring, Texas
464-70-4900

Date: 7-3-63

Lee H. Linley
Address: 505 So Britain
Spring, Texas
Local Security # 451-03-6235

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 3 day of JULY, 1963 by MARY L. LIVELY.

My commission expires:
6-1-65

Mrs. Augusta H. Lacey
Notary Public in and for
DALLAS County, TEXAS

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 3 day of JULY, 1963 by LEO L. LIVELY.

My commission expires:
6-1-65

Mrs. Augusta H. Lacey
Notary Public in and for
DALLAS County, TEXAS

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 20, 1963

John F. McCreary
Address: 2507 Mercantile Bank Bldg
Dallas, Texas

Date: June 26, 1963

James S. McCreary
Address: 2507 Mercantile Bank Bldg
Dallas, Texas

ATTEST:

Secretary
Date: _____

By: _____
Address: _____

President

STATE OF Texas X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 26th day of
June, 1963 by John L. McCray and Jimmie S. McCray, his wife.

My commission expires:

June 1, 1965

Margaret Wells
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-20-63

W. P. McArthur

Address: Bent 175

Patil H.M.

Date: 6-20-63

Wm. L. Smith

Address: Bent 175

Patil H.M.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF N. Mex. X
COUNTY OF Catron X

The foregoing instrument was acknowledged before me this 20th day of June, 1963 by H. P. M. Intash & Emeline M. Intash (his wife)

My commission expires:
Jan 14, 1967

Clayton R. Graham
Notary Public in and for
Catron County, N. Mex.

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 5-26-63

Lester A. Parks
Address: 1129 Tracy Rd. Corbett NM

Date: _____

Bobby D. Parks
Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF Delaware X
COUNTY OF Delaware X

The foregoing instrument was acknowledged before me this 17th day of June, 1963 by John A. ...

My commission expires:

Notary Public in and for
County, Delaware

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for
County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____ a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for
County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 18, 1963

7 18 1963
Address: 2507 Mercantile Bank Bldg.
Dallas, Texas

Date: July 18, 1963

Lorena Phillips
Address: 2507 Mercantile Bank Bldg
Dallas, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF Texas X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 18 day of July, 1963 by A. O. Phillips, husband of Lorene Phillips

My commission expires:

June 1, 1965

Margaret Wells
Notary Public in and for
Dallas County, Texas

STATE OF Texas X
COUNTY OF Dallas X

The foregoing instrument was acknowledged before me this 18 day of July, 1963 by Lorene Phillips, wife of A. O. Phillips

My commission expires:

June 1, 1965

Margaret Wells
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for
_____ County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

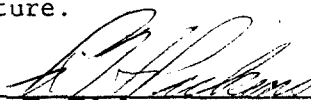
WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

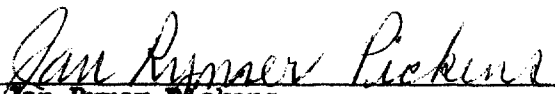
IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 9, 1963



R. H. Pickens
Address: 2000 Fidelity Union Tower
Dallas 1, Texas

Date: July 9, 1963



Jan Rymer Pickens
Address: 2000 Fidelity Union Tower
Dallas 1, Texas

ATTEST:

Secretary
Date: _____

By: _____
President
Address: _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this 9th day of July, 1963 by R. H. Pickens and Jan Rymer Pickens, his wife.

My commission expires:

June 1, 1965

Sally Capps SALLY CAPPS
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

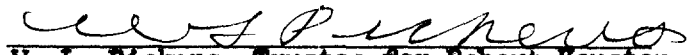
WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 9, 1963


W. L. Pickens, Trustee for Robert Houston
Address: Pickens Trust No. 3
2000 Fidelity Union Tower
Dallas 1, Texas

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____

President
Address: _____

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 9th day of July, 1963 by W. L. Pickens, Trustee for Robert Houston Pickens Trust No. 3.

My commission expires:

June 1, 1965

Sally Capps SALLY CAPPS
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature

Date:

June 21, 1963

Address:

Ida R. Preece
5908 Luther Lane
Dallas 25 Texas

Date: _____

Address: _____

ATTEST:

Date: _____

Secretary

By: _____

President

Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 21st day of June, 1963 by Ida R. Preece.

My commission expires:
June 1, 1965

JO SPALTI Notary Public
in and for Dallas County, Texas
Jo Spalti
Notary Public in and for
Dallas County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 27, 1963

William H. R. R. R.

Address: 112 Leburn

San Antonio 9, Texas

Date: June 27, 1963

Arthur R. R.

Address: 112 Leburn

San Antonio 9, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF TEXAS)
)
COUNTY OF SEAR)

The foregoing instrument was acknowledged before me this 27 day of June, 1963 by Wilma Kate Riklin and Arthur Riklin, her husband

My commission expires: June 1, 1964
Harry E. Nichols
Notary Public in and for
Sevier County, Texas

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for
_____ County, _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires: _____

Notary Public in and for
_____ County, _____

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 2, 1963

Alfred J. Rushing
Address: 3809-27

Lubbock, Texas

Date: July 2, 1963

Mrs. Sibyl B. Rushing
Address: 3809-27

Lubbock, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF New Mexico X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 2nd day of July, 1963 by Alfred J. Rushing, Husband of Sibyl B. Rushing

My commission expires:
10-1-64

Alfred J. Rushing
Notary Public in and for
Chaves County, New Mexico

STATE OF New Mexico X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 2nd day of July, 1963 by Mrs. Sibyl B. Rushing, Wife of Alfred J. Rushing

My commission expires:
10-1-64

Alfred J. Rushing
Notary Public in and for
Chaves County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 24, 1963

Bern J. Rushing
Address: RT 1 Box 627
Livingston, N.M.

Date: June 24, 1963

Louise Rushing
Address: RT 1 Box 627
Livingston, N.M.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF NEW MEXICO X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 24th day of June, 1963 by Ben T. Rushing and Lennie Rushing, husband and wife.

My commission expires:

June 9, 1965

Leticia Hemerson
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 29, 1963

Harry Rushing (Signature)
Address: _____

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____
President
Address: _____


(Acknowledgments on reverse side)

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 29 day of June, 1963 by Harry Rushing.

My commission expires:

April 4, 1964


Notary Public in and for

Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement:

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 29, 1963

Henricita pulchella

Address: *1400 17th St*

Date:

Address:

ATTEST:

Date: _____ Secretary _____

By: _____

Address:

(Acknowledgments on reverse side)

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 29 day of
June, 1963 by Henrietta Rushing.

My commission expires:

April 4, 1964

Clifford
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7/17/63

John Lee Rushing
Address: 814 S. Lane
Lovington, N. Mex.

Date: 7/17/63

Ima J. Rushing
Address: 814 S. Lane
Lovington, N. Mex.

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF New Mexico X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 17th day of July, 1963 by John Lee Rushing and Ima J. Rushing, husband and wife

My commission expires:

12/24/65

Carolyn L. Baker
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 29, 1963

William L. King Single
Address: Copper, 22 mi.

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

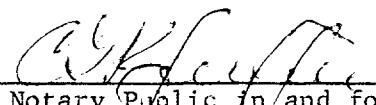
By: _____ President
Address: _____

STATE OF New Mexico X
COUNTY OF LEA X

The foregoing instrument was acknowledged before me this 29 day of June, 1963 by Willie Eushing.

My commission expires:

April 4, 1964


Notary Public in and for
Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: June 19, 1963

Wylie Rushing
Address: 907 1/2 Canyon Road

Santa Fe, New Mexico

Date: June 19, 1963

Lucia H. Rushing
Address: 907 1/2 Canyon Road

Santa Fe, New Mexico

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF New Mexico)
)
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 19th day of June, 1963 by Wylie Bushing and Lucia C. Bushing, his wife

My commission expires:

Louis Whaley
Notary Public in and for
Santa Fe County, New Mexico

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 9, 1963

Robert A. Boyce
Address: 1223 Munson
College Station, Texas

Date: July 9, 1963

Marathyn L. Boyce
Address: 1503 Munson
College Station, Texas

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

STATE OF TEXAS X
COUNTY OF BRAZOS X

The foregoing instrument was acknowledged before me this 9th day of July, 1963 by Robert S. Boyce & Dorothy L. Boyce, his wife.

My commission expires:

June 1965

W. H. Gooding
Notary Public in and for
BRAZOS County, TEXAS

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 17, 1963

III Oil & Gas
Lea County, New Mexico

Address: Lea County, New Mexico
Lea County, New Mexico

Date: July 17, 1963

Lea County, New Mexico

Address: _____

ATTEST:

Secretary
Date: _____

By: _____
President
Address: _____

STATE OF TEXAS X
COUNTY OF DALLAS X

The foregoing instrument was acknowledged before me this 10th day of June, 1963 by T. L. Shaw and Mrs. T. L. Shaw

My commission expires:

June 1, 1965

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

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: July 3 1963

J. E. Simmons
Address: Box 548
Livingston New Mexico

Date: July 3 1963

Paula H. Simmons
Address: Box 548
Livingston New Mexico

ATTEST:

Secretary
Date: _____

By: _____
Address: _____

President

STATE OF New Mexico X

COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 3rd day of
July, 1963 by J.E. Simmons and wife Beulah H. Simmons.

My commission expires:

MY COMMISSION EXPIRES MARCH 25, 1965

[Signature]
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X

COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of
_____, 1963, by _____,
of _____, a _____ corporation, on
behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO X
 X
COUNTY OF LEA X

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: _____

Address: _____

Date: 8/20/1963

Address: _____

ATTEST:

Harry R. [Signature]
Secretary
Date: 8/20/63

7 [Signature]
By: John D. Parrott President
Address: _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this 20th day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

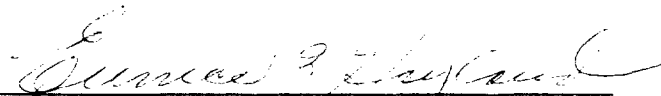
County, _____

STATE OF New Mexico X
COUNTY OF Bernalillo X

The foregoing instrument was acknowledged before me this 20th day of August, 1963, by John H. Parrott, President of Board, of New Mexico Baptist Childrens Home, a New Mexico corporation, on behalf of said corporation.

My commission expires: _____

September 12, 1964



Notary Public in and for
Bernalillo County, New Mexico

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: August 28, 1963

Blennie Mathis

Address: P. O. Box 389

Monument, New Mexico

Date: _____

Address: _____

ATTEST:

Secretary
Date: _____

By: _____ President
Address: _____

(Acknowledgments on reverse side)

STATE OF New Mexico X
COUNTY OF Lea X

The foregoing instrument was acknowledged before me this 28th day of August, 1963 by Blossie Martin, a widow.

My commission expires:
August 13, 1966

Frederic B. Johnson
Notary Public in and for
Lea County, New Mexico

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: _____

Address: _____

Date: _____

Address: _____

ATTEST:

[Signature]
Assistant

Secretary

Date: _____

AUG 29 1963

SIGNAL OIL AND GAS COMPANY

By: *[Signature]*

Vice President

Address: 1010 Wilshire Boulevard

Los Angeles, California 90017

(Acknowledgments on reverse side)

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires: _____

Notary Public in and for

County, _____

STATE OF California X
COUNTY OF Los Angeles X

The foregoing instrument was acknowledged before me this August day of 1963 by Russell H. Green, Jr., Vice President of Signal Oil and Gas Company, a Delaware corporation, on behalf of said corporation.

My commission expires: _____

March , 1966

Margaret Zimela

Notary Public in and for
Los Angeles County, California

RATIFICATION

STATE OF NEW MEXICO }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 7-9-63

L. L. O'Steen
Address: 2011 Mansard St
Vernon Texas

Date: 7-9-63

Joan Helen O'Steen
Address: 2011 Mansard St
Vernon, Texas

ATTEST:

Secretary
Date: _____

By: _____
Address: _____

President

STATE OF Texas X
COUNTY OF Wilbarger X

The foregoing instrument was acknowledged before me this 9th day of July, 1963 by T. L. O'Steen and Eva Helen O'Steen, his wife

My commission expires:
June 1, 1965

Everett Gaudin
Notary Public in and for
Wilbarger County, Texas

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

RATIFICATION

STATE OF NEW MEXICO }
 }
COUNTY OF LEA }

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS, certain instruments, entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", and "Unit Operating Agreement, East Pearl Queen Unit, Lea County, New Mexico", were executed as of the 23rd day of May, 1963, by various persons for conducting Unit Operations with respect to the Queen formation of the Pearl Queen Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit A, describes each Tract in the Unit Area, and, by Exhibit B, shows on a map the boundary lines of the Unit Area and the Tracts therein; and

WHEREAS, the Unit Agreement and the Unit Operating Agreement provide that a person may become a party to said agreements by signing the original agreements, counterparts thereof, or other instrument that evidences an intention to be bound by the terms of said agreements; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit A of the Unit Agreement;

NOW, THEREFORE, the undersigned, for and in consideration of the premises and the anticipated benefits to accrue under said agreements, does hereby agree to become a party to, and be bound by the terms and provisions of, the said Unit Agreement, or the said Unit Agreement and the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned agrees that the parties to such Unit Agreement and Unit Operating Agreement are those persons signing the originals thereof, any counterparts thereof, or any instrument that evidences an intention to be bound by the terms and provisions therein, and does hereby acknowledge receipt of a counterpart of said Unit Agreement, or Unit Agreement and Unit Operating Agreement, if the undersigned is a Working Interest Owner.

IN WITNESS WHEREOF, each of the undersigned parties has executed this instrument on the date set forth below opposite its signature.

Date: 8-15-63

W. E. Doolin

Address: 1712 N. Hwy
Roswell N.M.

Date: 8-15-63

Mrs. Nell M. Doolin

Address: 1712 N. Hwy.
Roswell, New Mexico

ATTEST:

Secretary
Date: _____

By: _____
Address: _____

President

STATE OF N M X
COUNTY OF Chaves X

The foregoing instrument was acknowledged before me this 15 day of August, 1963 by W E. and Nell M. Doolin, his wife

My commission expires:

MY COMMISSION EXPIRES JAN. 24, 1967

[Signature]
Notary Public in and for
Chaves County, N M

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963 by _____.

My commission expires:

Notary Public in and for

County, _____

STATE OF _____ X
COUNTY OF _____ X

The foregoing instrument was acknowledged before me this _____ day of _____, 1963, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

My commission expires:

Notary Public in and for

County, _____

CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

EAST PEARL QUEEN UNIT


LEA COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated May 21, 1963, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

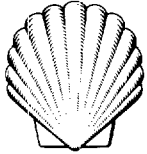
- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes, **and shall become effective as of September 1, 1963.**

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 29th day of August 19 63.



Commissioner of Public Lands
of the State of New Mexico



SHELL OIL COMPANY 000

PETROLEUM BUILDING

P. O. BOX 1509

MIDLAND, TEXAS

1963 OCT 10 PM 1:21

October 9, 1963

Subject: Lea County, New Mexico
East Pearl Queen Unit Agreement

New Mexico Oil Conservation Commission
P. O. Box 871
Santa Fe, New Mexico

Gentlemen:

On September 24, 1963 we furnished your office with an executed original of the East Pearl Queen Unit Agreement together with all of the owners' ratifications.

Exhibits "A" and "B", as revised, have now been approved by the Commissioner of Public Lands and we enclose a copy of each for your files.

If there is anything else that you will need in connection with this Unit, please let us know.

Yours very truly,

F. W. Aldrich
Title and Rental Division
Land Department

FWA:MC

Enclosures

CERTIFICATE OF UNIT OPERATOR
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

That, Shell Oil Company, a Delaware corporation, as Operator of the Unit created under and by virtue of that certain instrument entitled "Unit Agreement, East Pearl Queen Unit, Lea County, New Mexico", dated May 23, 1963, recorded in Book 203, at Page 176, of the Records of Lea County, New Mexico, does hereby certify as follows, to wit:

(1) That said Unit became effective as of September 1, 1963, at 7:00 o'clock, a. m., said Unit being then comprised of all tracts described in the schedule marked Exhibit A and outlined on the map marked Exhibit B to said Unit Agreement except Tracts Nos. 1, 5 and 6. Tracts Nos. 1, 5 and 6 failed to qualify for inclusion in the Unit Area on the effective date of said Unit Agreement because a sufficient number of the owners thereunder failed to execute said Unit Agreement by that date.

(2) That said Exhibits A and B have been revised to reflect the elimination from the tracts comprising the Unit Area covered by said Unit Agreement tracts numbered 1, 5 and 6, respectively, on said exhibits as they appear in the above mentioned official record; to show the Tract Participation of the remaining tracts, as recomputed after such elimination, using the original basis of computation set forth in Article 5 of said Unit Agreement, and to give tracts originally numbered 27, 28 and 29 new numbers of 1, 5 and 6, respectively. A copy of each of such exhibits as so revised is hereto attached.

(3) That the change in the numbers of tracts originally numbered 27, 28 and 29 to 1, 5 and 6, respectively, is made in order to maintain continuity in numbering.

(4) That said Exhibits A and B, as so revised, have been approved by the Commissioner of Public Lands of the State of New Mexico as required by Article 9.3 of the said Unit Agreement and thereby become effective as of September 1, 1963, the effective date of said Unit Agreement.

IN WITNESS WHEREOF, this certificate is executed effective as of September 1, 1963, at 7:00 o'clock a. m.

SHELL OIL COMPANY

By

J. V. Lindsey
Attorney in Fact

STATE OF TEXAS)
COUNTY OF MIDLAND)

Before me, the undersigned authority, on this day personally appeared J. V. Lindsey, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact for SHELL OIL COMPANY, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 26 day of September, 1963.

My Commission expires:

January, 1965

Rosalyn Magee
Notary Public in and for Midland
County, Texas

Rosalyn Magee
Notary Public in and for
Midland County, Texas

EXHIBIT A
ATTACHED TO UNIT AGREEMENT
EAST PEARL QUEEN UNIT
LEA COUNTY, NEW MEXICO

REVISION #1
EFFECTIVE SEPTEMBER 1, 1963

TRACTS AND TRACT PARTICIPATION

| Tract No. | Tract Name | State Lease Serial Number And Lessee of Record | Land Description | Acres | Tract Participation | |
|--|----------------------|---|-------------------------------|-------|---------------------|----------|
| | | | | | Phase I | Phase II |
| TOWNSHIP 19 SOUTH, RANGE 35 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO: | | | | | | |
| 1 | Gulf - State "AR" | E-5887 Gulf Oil Corporation | Sec. 34: N/2 SW/4 | 80 | 7.55360 | 5.23649 |
| 2 | Shell - McIntosh "B" | | Sec. 22: W/2 NW/4 & NW/4 SW/4 | 120 | 2.46130 | 4.06827 |
| 3 | Shell - Signal-State | E-7277 Signal Oil & Gas Company | Sec. 22: E/2 NW/4 | 80 | 5.25723 | 4.00026 |
| 4 | Shell - Rushing | | Sec. 22: W/2 NE/4 | 80 | 3.31451 | 2.14275 |
| 5 | Mid-Tex - Gulf State | E-5887 Gulf Oil Corporation | Sec. 34: S/2 SW/4 | 80 | 3.70306 | 3.07911 |
| 6 | Shell - State "PG" | E-5838 Shell Oil Company | Sec. 34: S/2 SE/4 | 80 | 6.49423 | 3.24080 |
| 7 | Shell - State | E-7277 Signal Oil & Gas Company | Sec. 22: E/2 SE/4 | 80 | 0.81674 | 0.64478 |
| 8 | Shell - Kimberlin | | Sec. 22: W/2 SE/4 & E/2 SW/4 | 160 | 3.03223 | 7.39759 |
| 9 | Shell - McIntosh "A" | | Sec. 22: SW/4 SW/4 | 40 | 1.63188 | 2.95029 |
| 10 | Shell - McIntosh "D" | | Sec. 21: E/2 SE/4 & SW/4 SE/4 | 120 | 1.40827 | 3.85059 |
| 11 | Shell - McIntosh "E" | | Sec. 21: SE/4 SW/4 | 40 | 0.44881 | 0.78364 |
| 12 | Shell - McIntosh "C" | | Sec. 28: NE/4 & NE/4 SE/4 | 200 | 6.83202 | 10.16185 |

EXHIBIT A (Cont'd)

| Tract No. | Tract Name | State Lease Serial Number And Lessee of Record | Land Description | Acres | Tract Participation Percentage | |
|-----------|--------------------------|---|---|-------|-----------------------------------|-----------|
| | | | | | Phase I | Phase II |
| 13 | Shell - McIntosh | | Sec. 27: W/2 NW/4 & NW/4 SW/4 | 120 | 3.02905 | 6.53892 |
| 14 | Shell - State "PB" | E-5839 Shell Oil Company | Sec. 27: E/2 NW/4 | 80 | 0.56934 | 3.22200 |
| 15 | Shell - Hooper | | Sec. 27: W/2 NE/4 | 80 | 0.59788 | 3.51086 |
| 16 | Shell - Allen Est. "A" | | Sec. 27: E/2 NE/4 | 80 | 2.48509 | 1.85356 |
| 17 | Shell - Record | | Sec. 26: NW/4 SW/4 | 40 | 0.00000 | 0.54985 |
| 18 | Shell - Allen Est. 18 | | Sec. 27: E/2 SE/4 & Sec. 34: NE/4 NE/4 | 120 | 5.13036 | 3.95657 |
| 19 | Shell - Allen Est. 19 | | Sec. 27: NW/4 SE/4 | 40 | 3.62535 | 2.59853 |
| 20 | Shell - Record "A" | | Sec. 27: SW/4 SE/4 | 40 | 2.29161 | 1.87686 |
| 21 | Shell - State "PA" | E-5838 Shell Oil Company | Sec. 27: E/2 SW/4 | 80 | 2.09972 | 3.61898 |
| 22 | Cabot Carbon - State "G" | E-8184 Cabot Corporation | Sec. 27: SW/4 SW/4 | 40 | 2.11717 | 2.47334 |
| 23 | Shell - State "PD" | E-5840 Shell Oil Company | Sec. 34: NW/4 | 160 | 16.21416 | 11.18209 |
| 24 | Shell - State "PC" | E-5838 Shell Oil Company | Sec. 34: W/2 NE/4 | 80 | 6.83837 | 4.48280 |
| 25 | Shell - State "PE" | E-5839 Shell Oil Company | Sec. 34: SE/4 NE/4 & Sec. 35: NW/4 SW/4 | 80 | 4.49442 | 2.64727 |
| 26 | Shell - State "PF" | OG-533 Shell Oil Company | Sec. 34: N/2 SE/4 | 80 | 7.55360 | 3.93195 |
| TOTALS | | | | 2,280 | 100.00000 | 100.00000 |

