

Unit Name Todd Lower San Andres Unit
Operator Murphy Operating Corporation
County Roosevelt County, New Mexico

DATE	OCC CASE NO.	EFFECTIVE	TOTAL	STATE	FEDERAL	INDIAN-FEE	SEGREGATION	TERM
APPROVED	OCC ORDER NO.	DATE	ACREAGE				CLAUSE	

OCD: 4/7/81	7201	7/1/83	3,215.60	2,108.20	1,107.40	-0-	Modified	so long as
COMMISSIONER;								
BLM:								

UNIT AREA

TOWNSHIP 7 SOUTH, RANGE 35 EAST, NMMPM

Section 25: E/2
Section 35: N/2,N/2SE/4
Section 36: N/2,SE/4

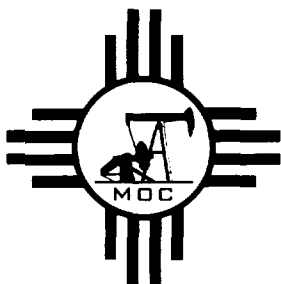
TOWNSHIP 7 SOUTH, RANGE 36 EAST, NMMPM

Section 19: S/2SE/4
Section 29: SW/4NW/4,SW/4,W/2SE/4,SE/4SE/4
Section 30: Lots 1,2,3,4,SE/4NE/4,E/2SE/4,W/2E/2,E/2W/2
Section 31: Lots 1,2,3,4,E/2,E/2W/2
Section 32: N/2,N/2SW/4

Unit Name
Operator
County

Todd Lower San Andres Unit
Murphy Operating Corporation
Roosevelt County, New Mexico

STATE TRACT NO.	LEASE NO.	INSTI- TUTION	SEC.	TWP.	RGE.	SUBSECTION	RATIFIED		ACREAGE NOT RATIFIED	LESSEE
							DATE	ACRES		
6.	E-8948	C.S.	31	7S	36E	Lots 1,2,E/2NW/4	4/14/83	154.09		Getty Oil Company
6-A	E-8948	C.S.	31	7S	36E	NE/4	4/14/83	160.00		Getty Oil Company
7.	E-10047	C.S.	36	7S	35E	N/2,SE/4	3/25/83	480.00		Sun Expl. and Prod. Co.
8.	OG-174	C.S.	31	7S	36E	Lots 3,4,	4/14/83	74.11		Atlantic Richfield Co.
8-A	OG-174	C.S.	31	7S	36E	E/2SW/4	4/14/83	80.00		Atlantic Richfield Co.
8-B	OG-174	C.S.	31	7S	36E	SE/4	4/14/83	160.00		Atlantic Richfield Co.
9.	OG-1395	UNIV.	35	7S	35E	N/2,N/2SE/4	6/27/83	400.00		Texaco Inc.
10.	OG-1617	C.S.	19	7S	36E	SW/4SE/4	4/14/83	40.00		Getty Oil Co.
10-A	OG-1617	C.S.	30	7S	36E	W/2E/2	4/14/83	160.00		Getty Oil Company
11	K-3582-3	C.S.	32	7S	36E	NW/4	3/31/83	160.00		Murphy Minerals Corp.
12	K-6285	C.S.	32	7S	36E	NE/4	3/31/83	160.00		Gulf Oil Corporation
13	K-6454-3	C.S.	32	7S	36E	N/2SW/4	3/31/83	80.00		Murphy Minerals Corp.



MURPHY OPERATING CORPORATION

ROSWELL PETROLEUM BUILDING

ROSWELL, NEW MEXICO 88201

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

MAILING ADDRESS
P. O. DRAWER 2648

TELEPHONE
505 623-7210

Schedule C
Ratification of Unit Agreement
OVERRIDING ROYALTY INTEREST (ORRI) OWNERS and
PRODUCTION PAYMENT INTEREST (PPI) OWNERS

X = ratification attached

O = ratification requested but not received

NAME	COMMENTS
X Texaco, Inc. (ORRI) Post Office Box 3109 Midland, Texas 79701 ATTN: Mr. Robert E. Davis	Ratifications included under Schedule A.
X Estate of E. R. Kain (ORRI) c/o First National Bank Trust Dept. Post Office Box 1977 Roswell, New Mexico 88201	
X Estate of W. J. Weaver (ORRI) c/o Marjorie Weaver 6429 Rosemont Avenue Fort Worth, Texas 76116	
X Mr. Jack L. McClellan (ORRI) Post Office Box 730 Roswell, New Mexico 88201	Ratifications included under Schedule A.
X Mr. F. W. Blocksom (ORRI) Post Office Box 1043 Roswell, New Mexico 88201	
X Mr. Grant W. Halter (ORRI) 3202 Weslayan, Suite 100 Houston, Texas 77027	
X Mr. Jack C. Halter (ORRI) 400 Quail Creek Drive Lufkin, Texas 75901	
X Mr. Richard F. Halter (ORRI) 233 East Terra Alta San Antonio, Texas 78209	
X Mr. Donald L. Kester (ORRI) 19681 Phoenix Lane Huntington Beach, California 92646	
X Ms. Marilyn Miller Michael 2218 Cherrytree Lane Riverbank, California 95367	
X Mr. E. K. Patterson (ORRI) Route 3, Box 186 Roswell, New Mexico 88201	
X Estate of Flora Huff Miller (ORRI) c/o First Interstate Bank Trust Dept. 128 West Third Street Roswell, New Mexico 88201	

	NAME	COMMENTS
X	Marcel Livaudais, Jr. and Carol Black Livaudais (PPI) 420 Walnut Street New Orleans, Louisiana 70118	
X	Mr. William G. McCoy (ORRI) Post Office Box 1354 Roswell, New Mexico 88201	
X	Mr. Robert H. Hays (ORRI) Post Office Box 3000 Gillette, Wyoming 82716	
X	Mr. H. A. Hackathorn (ORRI) 230 West 6th Avenue Denver, Colorado 80204	
X	Mrs. Wilton E. Spradley (PPI) 321 Wyoming Street, S.E. Albuquerque, New Mexico 87123	
X	Mr. Hugh E. Hanagan (PPI) Post Office Box 1039 Roswell, New Mexico 88201	
X	Mr. Nolan Brunson, Jr. (PPI) Post Office Box 1309 Hobbs, New Mexico 88240	
X	Estate of Charles C. Langdon and Jacqueline H. Langdon (PPI) 4316 Inwood Road Fort Worth, Texas 76109	
X	Mr. Robert G. Hanagan and Nancy Sue Hanagan (PPI) Post Office Box 1537 Roswell, New Mexico 88201	
X	Getty Oil Company (ORRI) Post Office Box 1231 Midland, Texas 79702	
	ATTN: Mr. Raymond W. Blohm	
O	Mr. Grant M. Smith (ORRI) 1112 Rancho Road Roswell, New Mexico 88201	
X	Atlantic Richfield Company (ORRI) Post Office Box 1610 Midland, Texas 79701	
	ATTN: Mr. Michael Snyder	
X	Mr. Robert B. Gates (ORRI) Post Office Box 516 Artesia, New Mexico 88210	
X	Mrs. Mary Ann Morrison (ORRI) Post Office Box 1090 Roswell, New Mexico 88201	
X	Estate of J. W. Brasfield (ORRI) c/o Mrs. Camilla Brasfield 2111 North Mesa Roswell, New Mexico 88201	
X	Estate of Joe Don Cook (ORRI) c/o Mr. James Cook Post Office Box 159 Roswell, New Mexico 88201	

NAME	COMMENTS
X Ms. Juliette F. Dunlavey (ORRI) Post Office Box 837 Roswell, New Mexico 88201	
X Mr. Earl S. Grear (ORRI) Post Office Box 879 Roswell, New Mexico 88201	
X Mr. Daniel L. Hannifin (ORRI) Post Office Box 182 Roswell, New Mexico 88201	
X Ms. Joyce E. Medaris (ORRI) 404 Hondo Drive Roswell, New Mexico 88201	
X Mr. W. A. Snipes (ORRI) Post Office Box 1742 Roswell, New Mexico 88201	

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Elwin R. Kain Trust
(Signature of Royalty Owner)

Marian Thompson

By: _____
(Signature of Spouse if applicable)
FIRST NATIONAL BANK OF ROSWELL, Trustee

DATE:

July 1, 1983

Its: Sylvian E. Gillespie
(Signature and capacity as fiduciary if applicable)

By: Vice President and Senior Trust Officer

STATE OF New Mexico)
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 1st day of June July, 1983, by Sylvian E. Gillespie, Vice President and Senior Trust Officer

Diane Henderson
Notary Public

My Commission Expires:

July 25, 1983

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

Marjorie Stearns, acting in fact for
M. J. Stearns
(Signature of Royalty Owner)

Nanda Kichighawser

By:

Marjorie Stearns
(Signature of Spouse if applicable)

DATE:

Its:

3-31-83
(Signature and capacity as fiduciary
if applicable)

STATE OF Idaho)
COUNTY OF Laramie) ss

The foregoing instrument was acknowledged before me this 31
day of March, 1983, by Marjorie Stearns

Lynn Narney
Notary Public

My Commission Expires:

2-8-86

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

Frank E. Smith Jr.

By:

Madge R. Blackson
(Signature of Royalty Owner)

By:

Madge R. Blackson
(Signature of Spouse if applicable)

DATE:

4-27-83

Its:

(Signature and capacity as fiduciary if applicable)

STATE OF New Mexico)
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 27th day of April, 1983, by Frank E. Smith Jr. and Madge R. Blackson, Individually and as a Honey in fact for Frederick W. Blackson

B. D. Smith
Notary Public

My Commission Expires:

3-27-85

Power of Attorney

I, Frederick W. Blocksom, 605 N. Lea, Roswell, Chaves County, New Mexico do hereby make, constitute and appoint Madge R. Blocksom of Roswell, New Mexico as my true and lawful attorney-in-fact to act for me in my name, place and stead in any manner and with the same intent and purpose in which I myself could act if personally present and to the extent that I am permitted by law to act through an agent including but not limited to the execution and performance of contracts, the sale or exchange of property of both a real and personal nature, the execution and delivery of deeds of conveyance, bills of sales, securities or other documents as may be required to complete such transactions; to conduct such banking, brokerage, security, insurance and other business or personal transactions as I may legally perform under the laws of the State of New Mexico and the United States of America.

With full power to delegate any and all of said powers to such person as my attorney in fact shall select. This power of attorney shall not be affected by the disability of the principal which may be terminated in writing by me at any time.

Dated this 21 day of April 1983.

Witness: Clara Mae Smith

Frederick W. Blocksom

STATE OF NEW MEXICO)
) ss.
CHAVES COUNTY)

The foregoing Power of Attorney was executed before me by Frederick W. Blocksom on this 21 day of April 1983 and acknowledged as his voluntary act and deed.

[Signature]
Notary Public

My Commission Expires:

1-31-85

Attest:
Certified this 25 day of April, 1983

as a true and correct copy of the original on file in this office

RHODA GOODLOE

Clerk of Chaves County

By [Signature]
Deputy

State of New Mexico,
County of Chaves }

FILED FOR RECORD

APR 22 1983

At 2:44'clock P.M. Recorded in
Book 240 Page 772

Rhoda Goodloe County Clerk

[Signature] Deputy
Rct#74747 \$3.00 Clara Smith will pickup

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

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WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

Grant Walter
(Signature of Royalty Owner)

Lucy R. Rye

By:

(Signature of Spouse if applicable)

DATE:

Its:

6-14-83

(Signature and capacity as fiduciary if applicable)

STATE OF Texas)
COUNTY OF Harris) ss

The foregoing instrument was acknowledged before me this 14
day of June, 1983, by Grant Walter

Betty N. Dunge
Notary Public

My Commission Expires:

5-5-84

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

J. Walter MD
(Signature of Royalty Owner)

By:

Anne Walter
(Signature of Spouse if applicable)

DATE:

Its:

5/26/83
(Signature and capacity as fiduciary if applicable)

STATE OF Arizona)
COUNTY OF Pinal) ss

The foregoing instrument was acknowledged before me this 26th day of May, 1983, by J. Walter & Anne Walter

Edward J. Stewart
Notary Public

My Commission Expires:

September 30, 1984

LOYANA H. POLLOK
Notary Public, State of Texas
My Commission Expires 8/6/84

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

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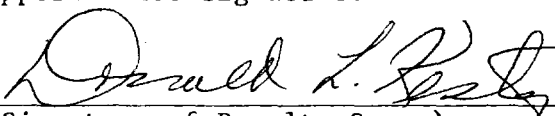
WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

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

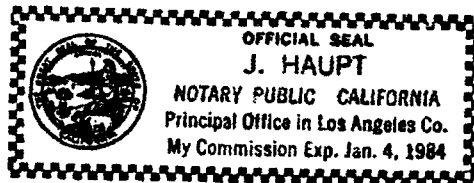
WITNESS:

By: 
(Signature of Royalty Owner)

By: _____
(Signature of Spouse if applicable)

DATE: _____
Its: _____
(Signature and capacity as fiduciary if applicable)

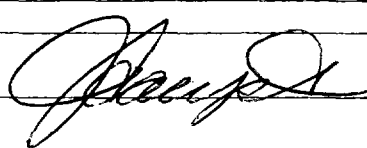
STATE OF California)
COUNTY OF Los Angeles) ss



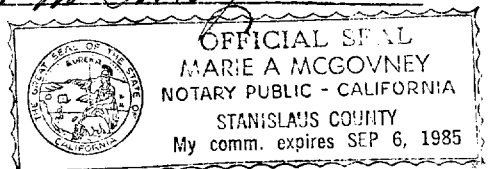
The foregoing instrument was acknowledged before me this 14th day of July, 1983, by Donald L. Kester

My Commission Expires:

Notary Public


J. Haupt

January 4, 1984



RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

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

WITNESS:

By: E. K. Patterson
(Signature of Royalty Owner)

Marlene J. Schustone

By: Juanita N. Patterson
(Signature of Spouse if applicable)
E. K. Patterson Trustee

DATE:

April 22, 1983

Its: _____
(Signature and capacity as fiduciary if applicable)

STATE OF New Mexico)
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 22nd day of April, 1983, by E. K. PATTERSON, individually and as Trustee of Juanita N. Patterson.

My Commission Expires:

Jan Lanum
Notary Public
JAN LANUM

5-26-86

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

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WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: _____
(Signature of Royalty Owner)

By: _____
(Signature of Spouse if applicable)
First Interstate Bank of Roswell Trustee
for the Flora Huff Miller Trust

DATE:

April 26, 1983

Its: *W. A. Snipes*
(Signature and capacity as fiduciary
if applicable)

STATE OF New Mexico)
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 26th
day of April, 1983, by W. A. Snipes Trust Officer for the
Flora Huff Miller Trust

Sally L. Snipes
Notary Public

My Commission Expires:

12-06-86

CERTIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

Mark Klyza

Mark Klyza

By:

Carol Black Lavaudais

(Signature of Royalty Owner)
Carol Black Lavaudais

By:

Marcel Lavaudais, Jr.

(Signature of Spouse if applicable)
Marcel Lavaudais, Jr.

DATE:

April 4, 1983

Its:

(Signature and capacity as fiduciary if applicable)

STATE OF Louisiana)
PARISH) ss
~~COUNTY~~ OF Orleans)

The foregoing instrument was acknowledged before me this 4th
day of April, 1983, by Carol Black Lavaudais and Marcel
Lavaudais, Jr.

Jeffrey A. J.
Notary Public

My Commission Expires:

at death

August 24, 1986

CERTIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: 
(Signature of Royalty Owner)



By: _____
(Signature of Spouse if applicable)

DATE:

April 4, 1983

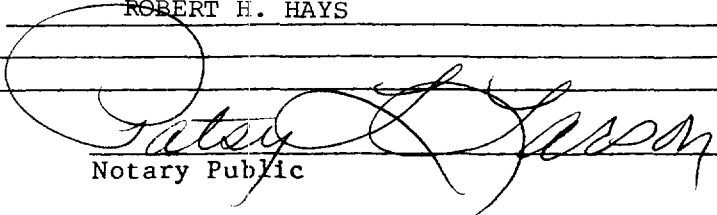
Its: _____
(Signature and capacity as fiduciary if applicable)

STATE OF WYOMING)
COUNTY OF CAMPBELL) ss

The foregoing instrument was acknowledged before me this 4th
day of April, 1983, by ROBERT H. HAYS

My Commission Expires:

August 18, 1985


Notary Public

CERTIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: _____
(Signature of Royalty Owner)

Arthur H. Hackathorn

By: _____
(Signature of Spouse if applicable)

DATE:

April 6, 1983

Its: Ruth Irene Hackathorn
(Signature and capacity as fiduciary
if applicable)
Personal Representative of the Estate of
H. A. Hackathorn'

STATE OF Colorado)
COUNTY OF Denver) ss

The foregoing instrument was acknowledged before me this 6th
day of April, 1983, by Ruth Irene Hackathorn, Personal Representative
of the Estate of H. A. Hackathorn.

My Commission Expires:

3/20/83

Ruth Halligan
Notary Public
6801 Leyden Street, Commerce City, CO 80022

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

Wilton E. Spradley
(Signature of Royalty Owner)

Robert L. Spradley

By:

Marjorie A. Spradley
(Signature of Spouse if applicable)

DATE:

Its:

April 28, 1983

(Signature and capacity as fiduciary if applicable)

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 28th
day of April, 1983, by Wilton E. Spradley and Marjorie A. Spradley

Jacqueline L. Reyes
Notary Public

My Commission Expires:
January 29, 1986

CERTIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

Hugh E. Hanagan
(Signature of Royalty Owner)

Paula J. Torres

By:

Betty L. Hanagan
(Signature of Spouse if applicable)

DATE:

Its:

4/14/83

(Signature and capacity as fiduciary if applicable)

STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss

The foregoing instrument was acknowledged before me this 14th day of April, 1983, by Hugh E. Hanagan and his wife, Betty L. Hanagan

Paula J. Torres
Notary Public

My Commission Expires:

8/12/85

08 / 31 / 86

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: *Jequeline H. Lopez*
(Signature of Royalty Owner)

Brent Darnold

By: _____
(Signature of Spouse if applicable)

DATE:

3/31/83

Its:

(Signature and capacity as fiduciary if applicable)

STATE OF Texas)
COUNTY OF Tarrant) ss

The foregoing instrument was acknowledged before me this 31st
day of March, 1983, by Brent Darnold Jequeline H. Lopez

Neil L. Bolanon
Notary Public

My Commission Expires:

May 31, 1984

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Robert S. Hanagan
(Signature of Royalty Owner)

Robert S. Hanagan

By: Therese Sue Hanagan
(Signature of Spouse if applicable)

DATE:

4/12/83

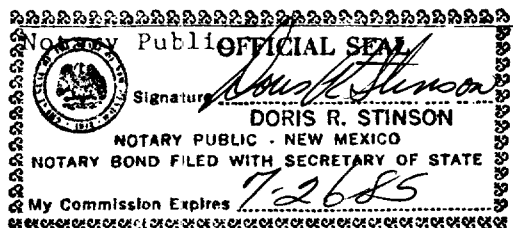
Its: _____
(Signature and capacity as fiduciary if applicable)

STATE OF New Mexico)
COUNTY OF Chavez) ss

The foregoing instrument was acknowledged before me this 12th day of April, 1983, by Robert S. Hanagan and wife Therese Sue Hanagan

My Commission Expires:

7-26-85



RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

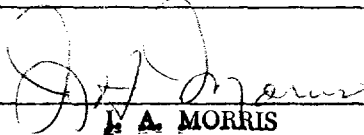
ATTEST:

COMPANY:

GETTY OIL COMPANY

Secretary

By:


J. A. MORRIS

DATE:

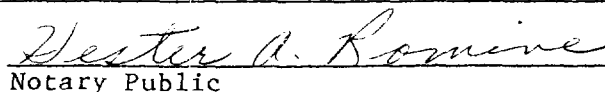
Its:

AGENT

April 14, 1983

STATE OF Oklahoma)
COUNTY OF Tulsa) ss

The foregoing instrument was acknowledged before me this 14th day of April, 1983, by J. A. MORRIS,
AGENT of GETTY OIL COMPANY.


Notary Public

My Commission Expires:

June 28, 1985

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST: COMPANY: Atlantic Richfield Company

Secretary

By:

C. E. Cardwell Jr.
C. E. Cardwell, Jr.

DATE:

Its:

Attorney-in-Fact

STATE OF Texas)
COUNTY OF Midland) ss

The foregoing instrument was acknowledged before me this 14th day of April, 1983, by C. E. Cardwell, Jr., Attorney-in-Fact of Atlantic Richfield Company, a Pennsylvania Corporation

Yvonne Brooks Yvonne Brooks
Notary Public

My Commission Expires:

July 3, 1984

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Robert B. Gates
(Signature of Royalty Owner)

Laura Statchett By: Nada S. Gates
(Signature of Spouse if applicable)

DATE:

June 8, 1983

Its: _____
(Signature and capacity as fiduciary if applicable)

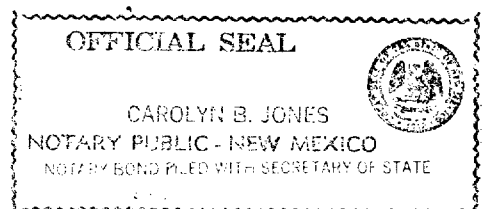
STATE OF New Mexico)
COUNTY OF Eddy) ss

The foregoing instrument was acknowledged before me this 8th
day of June, 1983, by Robert B. Gates and
Nada S. Gates

Sharon K. Healey
Notary Public

My Commission Expires:

1-25-86



RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Camilla Brasfield
(Signature of Royalty Owner)

By: _____
(Signature of Spouse if applicable)

DATE:

Its: _____
(Signature and capacity as fiduciary if applicable)

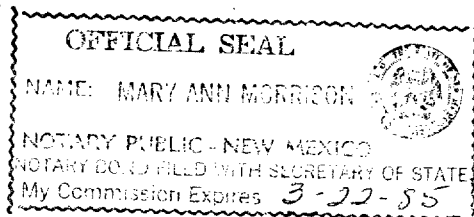
STATE OF New Mexico)
COUNTY OF Shawnee) ss

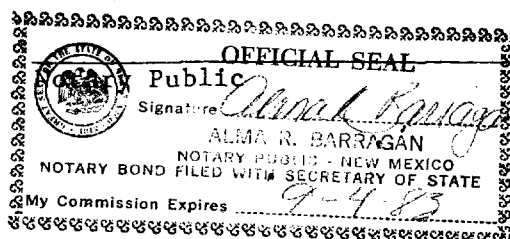
The foregoing instrument was acknowledged before me this 31st
day of March, 1983, by Camilla Brasfield

My Commission Expires:

3-22-85

Mary Ann Morrison
Notary Public





RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Juliette F. Dunlavey
(Signature of Royalty Owner)

By: _____
(Signature of Spouse if applicable)

DATE:

Its: _____
(Signature and capacity as fiduciary if applicable)

STATE OF New Mexico)
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 11th
day of May, 1983, by Juliette F. Dunlavey

Clara Talbert
Notary Public Clara Talbert

My Commission Expires:

August 24, 1986

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: E. S. Grear SS #442-01-5897
(Signature of Royalty Owner)

By: Beulah E. Grear SS #525-26-0842
(Signature of Spouse if applicable)

DATE:

Its: _____
(Signature and capacity as fiduciary if applicable)

April 18, 1983

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 18
day of April, 1983, by E. S. Grear and Beulah E. Grear, his wife.

Dega L. Stovall
Notary Public

My Commission Expires:

March 23, 1986

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By:

Daniel L. Hannifin
(Signature of Royalty Owner)

Martha Ann Hodges

By:

(Signature of Spouse if applicable)

DATE:

May 31, 1983

Its:

(Signature and capacity as fiduciary if applicable)

STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss

The foregoing instrument was acknowledged before me this 31st day of May, 1983, by Daniel L. Hannifin

Martha Ann Hodges
Notary Public

My Commission Expires:

January 11, 1987

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: Joyce E. Medaris
(Signature of Royalty Owner)

Martha Ann Hodges

By: A. R. Medaris
(Signature of Spouse if applicable)

DATE:

Its: _____
(Signature and capacity as fiduciary if applicable)

April 26, 1983

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 26th day of April, 1983, by Joyce E. Medaris and her husband, A. R. Medaris.

Martha Ann Hodges
Notary Public

My Commission Expires:

January 11, 1987

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

WITNESS:

By: 
(Signature of Royalty Owner)

By: _____
(Signature of Spouse if applicable)

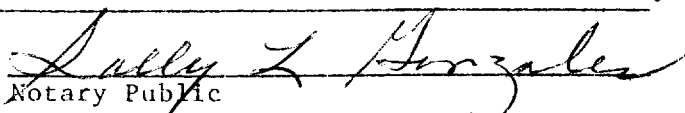
DATE:

April 29, 1983

Its: _____
(Signature and capacity as fiduciary if applicable)

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 29th.
day of April, 1983, by W.A. Snipes


Notary Public

My Commission Expires:

12-6-86

UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
COUNTY OF ROOSEVELT
STATE OF NEW MEXICO

UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

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Exhibit "A" (Map of Unit Area)

Exhibit "B" (Schedule of Ownership and Tract Participation)

Exhibit "C" (Section 202 of Executive Order 11246)

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of March, 19 , by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto,"

WITNESSETH:

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

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

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, 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 agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

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

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

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

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent, and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands,

provided such regulations are not inconsistent with the terms of this Agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the state in which the non-Federal land is located, are hereby accepted and made a part of this Agreement.

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

(a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 3,255.60 acres, more or less, in Roosevelt County, New Mexico.

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

(c) "Division" is defined as the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.

(d) "Director" is defined as the Director of the Minerals Management Service.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.

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

(g) "Deputy" is defined as the Deputy Minerals Manager, Oil and Gas (hereinafter referred to as "Deputy"), of the Minerals Management Service.

(h) "Unitized Formation" shall mean that subsurface portion of the Unit Area commonly known as the lower San Andres formation, and which is the same formation that was encountered between the logged depths of 4235' (subsea elevation of -84') and 4286' (subsea elevation of -135') in Franklin, Aston & Fair, Incorporated's Val State Well No. 1 as shown on the Schlumberger Compensated Formation Density Log of said well dated January 7, 1967, which well is located 1980' FSL and 1980' FEL of Section 30, T-7-S, R-36-E, Roosevelt County, New Mexico.

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

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

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B" for allocating Unitized Substances to a Tract under this Agreement.

(l) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

(m) "Working Interest" is the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise held, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation

and operations thereof hereunder. Provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.

(n) "Working Interest Owner" is any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of lease or other instrument creating a Working Interest in 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.

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

(p) "Royalty Owner" is the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, Todd Lower San Andres Unit, Roosevelt County, New Mexico".

(r) "Oil and Gas Rights" is 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.

(s) "Outside Substances" is any substance obtained from any source other than the Unitized Formation and injected into the Unitized Formation.

(t) "Unit Manager" is any person or corporation appointed by Working Interest Owners to perform the duties of Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 7 hereof.

(u) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

(v) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.

(w) "Unit Equipment" is 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.

(x) "Unit Expense" is 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.

SECTION 3. EXHIBITS. The following exhibits are incorporated herein by reference: Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of tracts and leases in said Unit Area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each tract, percentages and kind of ownership of oil and gas interests in all land in the Unit Area, and Tract Participation of each Tract. However, nothing herein or

in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibit "C" attached hereto is the provisions of paragraphs 1 through 7 of Section 202 of Executive Order 11246. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes render such revision necessary or when requested by the Deputy, and copies of such revision shall be filed with the Land Commissioner, and not less than seven copies shall be filed with the Deputy.

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

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

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

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

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

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and Deputy the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the Deputy, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain the same ratio one to another.

SECTION 5. UNITIZED LAND. All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement". Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as defined in Section 2(h) of this Agreement.

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

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

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Land Commissioner and the Deputy unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period. The resignation or removal of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation or removal.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate seventy-five percent (75%) or more Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the Deputy.

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

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations and used by the Working Interest Owners to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Land Commissioner and the Deputy. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the Director, at their election, may declare this Agreement terminated.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) of more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total Unit Participation of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least seventy-five percent (75%) of the Unit Participation remaining after excluding the Unit Participation of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases or other contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the Deputy as required prior to approval of this Agreement.

SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR.

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

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

The initial Plan of Operation shall be filed with the Deputy, the Land Commissioner and the Division concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operations and all revisions thereof shall be as complete and adequate as the Deputy, the Land Commissioner and the Division may determine to be necessary for timely operation consistent herewith. Upon approval of this Agreement and the initial plan by the Deputy and Commissioner, said plan, and all subsequently approved plans, shall constitute the operating obligations of the Unit Operator under this Agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for like approval a plan for an additional specified period of operations. After such operations are commenced, reasonable diligence shall be exercised by the Unit Operator in complying with the obligations of the approved Plan of Operation.

Notwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence Unit Operations for the secondary recovery of Unitized Substances from the Unit Area within eighteen (18) months after the effective date of this Agreement, or any extension thereof approved by the Deputy, this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties have to the extent of their rights and interests, hereby granted to Unit Operator the right to use as much of the surface of the Unitized Land as may reasonably be necessary for Unit Operations; provided that nothing herein shall be construed as leasing or otherwise conveying to the Unit Operator a site for water, gas injection or other plants or camp site.

Unit Operator shall have free use of water or brine or both from the Unitized Land for Unit Operations, except water from any well, lake, pond or irrigation ditch of a surface owner, unless approval for such use is granted by the surface owner.

Unit Operator shall pay the Owner for damages to growing crops, timber, fences, improvements and structures on the Unitized Land that result from Unit Operations, and such payments shall be considered as items of unit expense to be borne by all the Working Interest Owners of lands subject hereto.

SECTION 13. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Participation, during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "B" was determined in accordance with the following formula:

$$\text{Tract Participation} = 70\% A + 10\% B + 10\% C + 10\% D$$

Where A = Ratio of the barrels of ultimate primary oil determined to be producible from each Tract to the summation of the barrels of ultimate primary oil determined to be producible from all Tracts.

B = Ratio of the cumulative barrels of primary oil produced by each Tract as of January 1, 1979, to the summation of the cumulative barrels of primary oil produced by all Tracts as of January 1, 1979.

C = Ratio of the barrels of remaining primary oil of each Tract as of January 1, 1979, to the summation of the barrels of remaining primary oil of all Tracts as of January 1, 1979.

D = Ratio of the current production rate from each Tract during the calendar year 1978 to the summation of the production rate from all Tracts during the calendar year 1978.

In the event less than all Tracts are qualified on the Effective Date hereof, the Tract Participation shall be calculated on the basis of all such qualified Tracts rather than all Tracts in the Unit Area.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit Area

which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and at least seventy-five percent (75%) of all other Working Interest Owners in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) owners of seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14(a) above have voted in favor of the inclusion of such tract.

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and a total of seventy-five percent (75%) or more 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, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may be made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) the owners of seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14(a) and 14(b) have voted in favor of the inclusion of such tract and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participations which would have been attributed to the non-subscribing owners of Working Interest in such Tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

If on the Effective Date of this Agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Land Commissioner and the Deputy, file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set forth in Section 13 (Tract Participation) above. This schedule of participation shall be revised Exhibit "C" and upon approval thereof by the Land Commissioner and the Deputy, shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Land Commissioner and Deputy.

Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days' notice of such intended sale.

Any Working Interest Owner receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all Royalty, Overriding Royalty and Production Payments due thereon, and each such party shall hold each other Working Interest Owner harmless against all claims, demands and causes of action by owners of such royalty, overriding royalty and production payments.

If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 33 (Nonjoinder and Subsequent Joinder); or if any Tract is excluded from this Agreement as provided for in Section 32 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator; and the revised Exhibit "B", upon approval by the Land Commissioner and the Deputy, shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

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

SECTION 16. OUTSIDE SUBSTANCES. If gas obtained from formations not subject to this Agreement is introduced into the Unitized Formation for use in repressuring, stimulating of production or increasing ultimate recovery which shall be in conformity with a Plan of Operation first approved by the Land Commissioner and the Deputy, a like amount of gas with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved Plan of Operator or as otherwise may be consented to or prescribed by the Land Commissioner and the Deputy as conforming to good petroleum engineering practices and provided further that such right of withdrawal shall terminate on the termination date of this Agreement.

SECTION 17. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract

depends upon the average production per well or the average pipeline runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing Unitized Substances as of the Effective Date hereof, provided that any Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered as having one such well for the purpose of this provision.

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

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

SECTION 18. RENTAL SETTLEMENT. Rentals or minimum Royalties due on the leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum Royalty in lieu thereof, due under their leases. Rental for lands of the State of New Mexico subject to this Agreement shall be paid at the rate specified in the respective leases from the State of New Mexico. Rental or minimum Royalty for lands of the United States of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless such rental or minimum Royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 19. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

SECTION 20. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

The Unit Operator, upon approval by the Working Interest Owners, the Deputy and the Land Commissioner, is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interest affected.

SECTION 21. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this Agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

- (a) The development and operation of lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each part or separately owned Tract subject to this Agreement, regardless of whether there is any development of any particular part or Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.
- (b) Drilling, producing or improved recovery operations performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.
- (c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Land Commissioner and the Secretary, or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract of unitized lands.
- (d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil and gas which by its terms might expire prior to the termination of this Agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this Agreement.
- (e) Any lease embracing lands of the State of New Mexico which is made subject to this Agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.
- (f) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. Provided, however, that notwithstanding any of the provisions of this Agreement to the contrary, such lease (including both segregated portions) shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands covered by such lease committed to this Agreement, or, at any time during the term hereof,

as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or improved recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

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

SECTION 22. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this Agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, or acceptable photostatic or certified copy, of the recorded instrument or transfer.

SECTION 23. EFFECTIVE DATE AND TERM. This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective on the first day of the calendar month next following the approval of this Agreement by the Deputy, the Land Commissioner and the Commission.

If this Agreement does not become effective on or before April 1, 1983, it shall ipso facto expire on said date (hereinafter called "expiration date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined Participation of at least eighty percent (80%); and at least seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend said expiration date for a period not to exceed one (1) year (hereinafter called "extended expiration date"). If said expiration date is so extended and this Agreement does not become effective on or before said extended expiration date, it shall ipso facto expire on said extended expiration date and thereafter be of no further force and effect.

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

The terms of this Agreement shall be for and during the time that Unitized Substances are produced from the unitized land and so long

thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days unless sooner terminated as herein provided.

This Agreement may be terminated with the approval of the Land Commissioner and the Deputy by Working Interest Owners owning eighty percent (80%) of the Unit Participation then in effect whenever such Working Interest Owners determine that Unit Operations are no longer profitable, or in the interest of conservation. Upon approval, such termination shall be effective as of the first day of the month after said Working Interest Owners' determination. Notice of any such termination shall be filed by Unit Operator in the office of the County Clerk of Roosevelt County, New Mexico, within thirty (30) days of the effective date of termination.

Upon termination of this Agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts just as if this Agreement had never been entered into.

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

SECTION 24. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Commissioner to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Land Commissioner and as to any lands in the State of New Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

Powers in this Section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice, and thereafter subject to administrative appeal before becoming final.

SECTION 25. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, agrees to comply with the clauses set forth in Exhibit "C" attached hereto and made a part hereof.

SECTION 26. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Land Commissioner, the Department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 27. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified or registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 28. NO WAIVER OF CERTAIN RIGHTS. Nothing in this Agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive; provided, however, each party hereto covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.

SECTION 29. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.

SECTION 30. UNAVOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue improved recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this Agreement shall be suspended while, but only so long as, the Unit Operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 31. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail so as to render the Tract inoperable under this Agreement and the true owner cannot be induced to join this Agreement, such Tract shall be automatically regarded as not committed hereto as of the first day of the calendar month in which the failure of title is determined and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any Royalty, Working Interest or other interest subject thereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State or Federal land or leases, no payments of funds due the State of New Mexico or the United States of America shall be withheld, but such funds shall be deposited as directed by the Land Commissioner and/or the Deputy (as the case may be), to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

SECTION 32. NONJOINDER AND SUBSEQUENT JOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the Deputy for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the effective date hereof on the same basis of participation as provided in said Section 14, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent Joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Land Commissioner and Deputy. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State or Federal land is involved, such Joinder must be approved by the Land Commissioner or Deputy. Such Joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and the Deputy of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the Land Commissioner or the Deputy is duly made sixty (60) days after such filing.

SECTION 33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing, specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the described Unit Area.

SECTION 34. 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 owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.

SECTION 35. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes

on their respective allocated share of said Unitized Substances. No taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 36. 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 obligation as herein provided.

SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the unitized land in order to ascertain the amount of merchantable oil above the pipeline connection in such tanks as of the effective date hereof. All such oil which has then been produced in accordance with established allowables shall be and remain the property of the Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

If, as of the Effective Date hereof, any Tract is over-produced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or otherwise disposed of, such over-production 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.

SECTION 38. 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.

Attest:

"UNIT OPERATOR" & "WORKING INTEREST OWNER"
MURPHY OPERATING CORPORATION

Secretary

By

A. J. Murphy
President

Date _____

Attest:

TRINITY RESOURCES, INC.

Secretary

By

President

Date _____

Attest:

HANOVER PETROLEUM CORPORATION

Secretary

By

President

Date _____

Attest:

HARVARD & LeMAY EXPLORATION LTD. 1976A

Secretary

Date_____

By_____

Attest:

DEVACQ LTD.

Secretary

Date_____

By_____

Date_____

LaDORA LUCAS

Attest:

GETTY OIL COMPANY

Secretary

Date_____

By_____

Attest:

AMOCO PRODUCTION COMPANY

Secretary

Date_____

By_____

Attest:

SUN OIL COMPANY

Secretary

Date_____

By_____

Attest:

TEXACO, INC.

Secretary

Date_____

By_____

Attest:

Secretary

Date _____

Attest:

Secretary

Date _____

Attest:

Secretary

Date _____

Date _____

Date _____

Date _____

Date _____

GULF OIL CORPORATION

By _____

MONUMENT ENERGY CORPORATION

By _____

SOUTHWESTERN, INC.

By _____

JOHN TURNER

WILLIAM PENN

JOHN HILL

K.V. DUNN

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____
_____.

Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____
_____.

Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____
_____.

Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____
_____.

Notary Public

My commission expires:

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____
day of _____, 1983, by _____,
_____ of _____.

Notary Public

My commission expires:

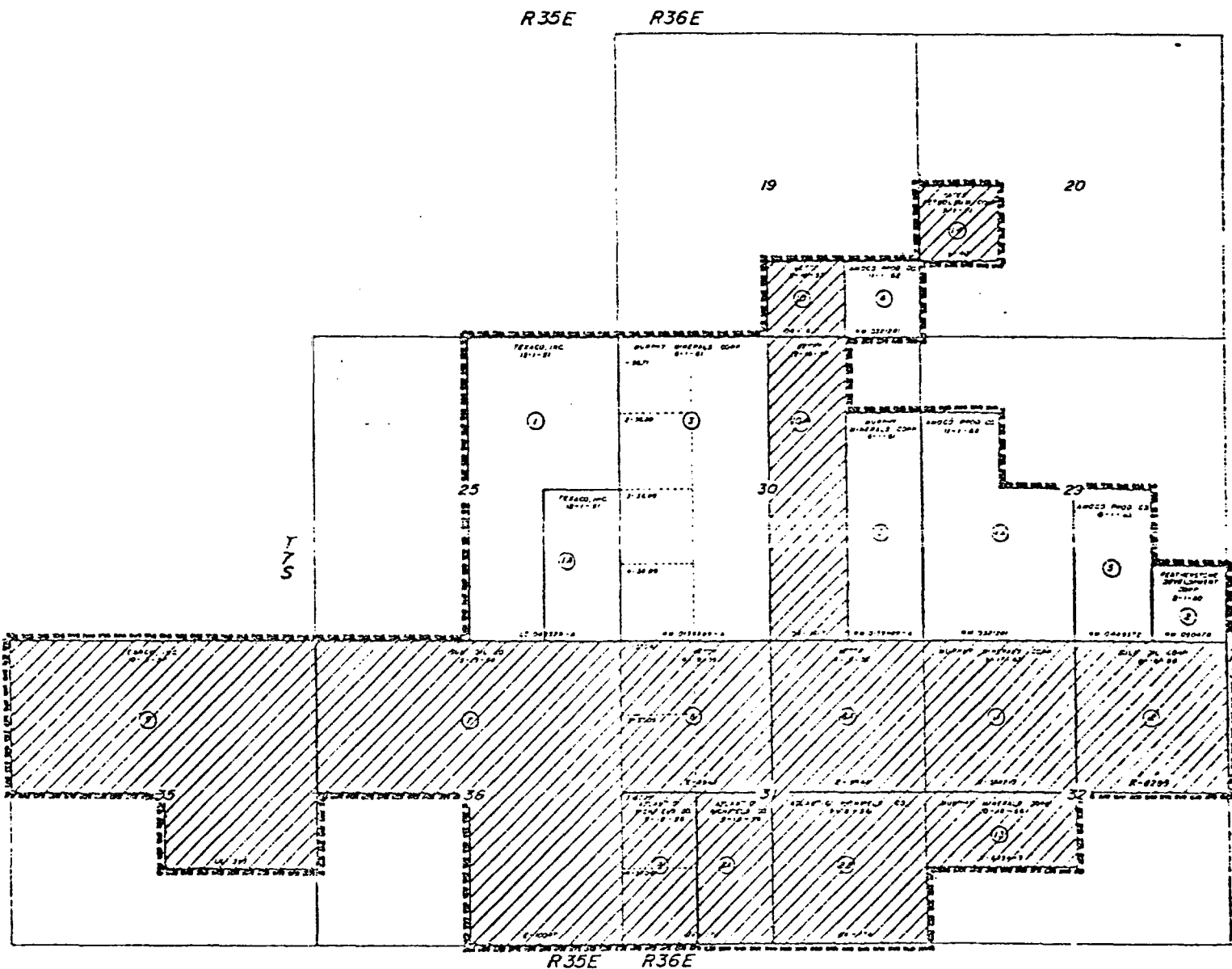


Exhibit "A"

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

	<u>Acres</u>	<u>Percentage</u>
FEDERAL	1107.40	34.02 %
STATE	2148.20	65.99 %
TOTAL	3255.60	100.00 %

② TRACT NUMBER
--- UNIT OUTLINE

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Tract No.	Lease Name, Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Overriding Royalty		Lower San Andres Production	W. I.		BEFORE PAYOUT*
					Owner or Production	Percent		Percent	Percent Unit Participation	
<u>Payment Interest (PPI) ship W.I. Ownership BEFORE PAYOUT* Ownership</u>										

FEDERAL LEASES:

1.	Mark Federal #7 7S-35E Sec. 25: NE/4, W/2SE/4 (240)	LC 062529-A 12/1/51	Texaco, Inc.	USA 12.5%	Texaco, Inc.	5% 0.33333%	Hanover Petrol. Corp. *(25% of 76.25%)	-	0.1906250000	0.2907054125
					Estate of E.R. Kain	0.33333%	Trinity Resources, Inc.	-		
					Estate of W.J. Weaver	0.5%	*(58.75% of 76.25%)	-	0.4479687500	0.6831577194
					Jack L. McClellan	1%	Harvard & LeMay Explor.			
					F. W. Blocksom	0.33333%	Ltd. 1976A			
					Grant W. Halter	0.11111%	*(6.25% of 76.25%)	-	0.0476562500	0.0726763531
					Jack C. Halter	0.11111%	Murphy Operating Corp.	-	0.0762500000	0.1162821650
					Richard F. Halter	0.33333%	*(10% of 76.25%)	-		
					Donald L. Kester	0.16667%	Trinity Resources, Inc.	-	0.2250000000	0.3431277000
					Marilyn M. Michael	0.33333%	(100% of 22.50%)	-		
					E. K. Patterson	0.16666%	LaDora Lucas	-	0.0125000000	0.0190626500
					Estate of Flora Huff		*(J. Penrod Toles Co.	-	0.0000000000	0.0000000000
					Miller		*Jack L. McClellan	-	0.0000000000	0.0000000000
							*Todd Memorial Trust	-	1.0000000000	1.5250120000
1-A.	Mark Federal #6 7S-35E Sec. 25: E/2SE/4 (80)	LC 062529-A 12/1/51	Texaco, Inc.	USA 12.5%	Estate of E.R. Kain	0.33333%	Texaco, Inc.	-	0.2500000000	0.3584930000
					Estate of W.J. Weaver	0.5%	(100% of 25%)	-		
					Jack L. McClellan	1%	Hanover Petrol. Corp.	-	0.1429687500	0.2050131844
					F. W. Blocksom	0.33333%	*(25% of 57.1875%)	-	0.3359765625	0.4817809833
					Grant W. Halter	0.11111%	Trinity Resources, Inc.	-		
					Jack C. Halter	0.11111%	*(58.75% of 57.1875%)	-	0.0357421875	0.0512532961
					Richard F. Halter	0.11111%	Harvard & LeMay Explor.	-	0.0571875000	0.0820052737
					Donald L. Kester	0.33333%	Ltd. 1976A	-	0.1687500000	0.2419827750
					Marilyn M. Michael	0.16667%	*(6.25% of 57.1875%)	-		
					E. K. Patterson	0.33333%	Murphy Operating Corp.	-		
					Estate of Flora Huff	0.16666%	*(10% of 57.1875%)	-		
					Miller		Trinity Resources, Inc.	-		
							(100% of 16.8750%)	-		
							LaDora Lucas	-	0.0093750000	0.0134434875
							(100% of .9375%)	-	0.0000000000	0.0000000000
							*J. Penrod Toles Co.	-	0.0000000000	0.0000000000
							*Jack L. McClellan	-	0.0000000000	0.0000000000
							*Todd Memorial Trust	-	1.0000000000	1.4339720000

*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name, Tract Description of Land No. and No. Acres		Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Overriding Royalty Owner or Production Payment Interest (PPI) ship	Percent Owner-- W.I. Ownership BEFORE PAYOUT	W. I. Percent Ownership	BEFORE PAYOUT Percent Unit Participation
4-A. Peterson "A" 7S-36E Sec. 29: SW/4NW/4, SW/4 (200)		NM 0321281 11/1/62	Amoco Production Company	USA 12.5%	William G. McCoy	0.5%	Amoco Production Co. - 1.000000000000	4.4766740000
					Robert H. Hays	2.25%		
					H.A. Hackathorn	2.25%		
5. Spradley 7S-36E Sec. 29: W/2SE/4 (80)		NM 0449372 10/1/63	Amoco Production Company	USA 12.5%	Mrs. Wilton E. Spradley	1%(PPI)	Amoco Production Co. - 1.000000000000	3.9718850000
					Hugh E. Hanagan	0.75%(PPI)		
					Nolan Brunson, Jr. Estate of Charles C. Langdon and Jacqueline H. Langdon Robert G. Hanagan & Nancy Sue Hanagan	1.5% (PPI) 1%(PPI) 0.75%(PPI)		

TOTAL FEDERAL ACREAGE: 1,107.40

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,				Overriding Royalty		Percent		W. I.		BEFORE PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production W.I. Ownership BEFORE PAYOUT*	Percent	Ownership	Percent Unit Participation	
STATE LEASES:											
6.	Skelly-Smith 7S-36E Sec. 31: Lots 1,2 E/2NW/4 (154.09)	E-8948 4/19/55	Getty Oil Company	State NM 12.5%	Getty Oil Co. Grant M. Smith	12.5% 1%	Hanover Petroleum Corp. *(25% of 87.5%) Trinity Resources, Inc. *(58.75% of 87.5%) Harvard & LeMay Explor. Ltd. 1976-A *(6.25% of 87.5%) Murphy Operating Corp. *(10% of 87.5%) Trinity Resources, Inc. (100% of 11.25%) LaDora Lucas (100% of 1.25%) *Verna Drilling Co.	- - - - - - -	0.21875000 - 0.51406250 - 0.05468750 0.08750000 0.11250000 0.01250000 0.00000000 1.00000000	2.3402012813 - 5.4994730109 - 0.5850503203 0.9360805125 1.2035320875 0.1337257875 0.0000000000 10.6980630000	
6-A.	Hobbs "R" 7S-36E Sec. 31: NE/4 (160)	E-8948 4/19/55	Getty Oil Company	State NM 12.5%			Hanover Petroleum Corp. (25% of 100.00%) Trinity Resources, Inc. (58.75% of 100.00%) Harvard & LeMay Explor. Ltd. 1976-A (6.25% of 100.00%) Murphy Operating Corp. (10% of 100.00%)	- - - - -	0.25000000 - 0.58750000 - 0.06250000 0.10000000 1.00000000	0.4552735000 - 1.0698927250 - 0.1138183750 0.1821094000 1.8210940000	
7.	State "AY" 7S-35E Sec. 36: N/2, SE/4 (480)	E-10047 5/15/56	Sun Oil Co.	State NM 12.5%	None		Sun Exploration & Production Company	-	1.00000000	15.7711890000	
8.	State "BC" 7S-36E Sec. 31: Lots 3,4 (74.11)	OG-174 9/18/56	Atlantic Richfield Company	State NM 12.5%			Monument Resources, Inc. Southwestern, Inc.	- -	0.50000000 0.50000000 1.00000000	0.3700415000 0.3700415000 0.7400830000	

*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,		Serial No.		Lessee of		Basic Roy.		Overriding Royalty		Percent		W. I.		BEFORE PAYOUT*	
Tract No.	Description of Land and No. Acres	& Lease Date	Record	& Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production	Percent	Percent	Percent Unit Participation	Percent	Percent	Percent	Percent	Percent
8-A.	Atlantic 7S-36E	OG-174	Atlantic Richfield Company	State NM 12.5%	Atlantic Richfield Co. 12.5%	-	Monument Resources, Inc.	-	0.56250000	1.1654814375	-	0.56250000	1.1654814375	-	0.56250000
	Sec. 31: E/2SW/4	9/18/56				-	Southwestern, Inc.	-	0.06250000	0.1294979375	-	0.06250000	0.1294979375	-	0.06250000
						-	John Turner	-	0.12500000	0.2589958750	-	0.12500000	0.2589958750	-	0.12500000
						-	William Penn	-	0.12500000	0.2589958750	-	0.12500000	0.2589958750	-	0.12500000
						-	John Hills	-	0.06250000	0.1294979375	-	0.06250000	0.1294979375	-	0.06250000
8-B.	Atlantic-Smith 7S-36E	OG-174	Atlantic Richfield Company	State NM 12.5%	Atlantic Richfield Co. 12.5%	-	Hanover Petroleum Corp.	-	1.00000000	2.0719670000	-	1.00000000	2.0719670000	-	1.00000000
	Sec. 31: SE/4 (160)	9/18/56				-	*(25% of 75%)	-	0.18750000	1.2014769375	-	0.18750000	1.2014769375	-	0.18750000
						-	Trinity Resources, Inc.	-	0.44062500	2.8234708031	-	0.44062500	2.8234708031	-	0.44062500
						-	*(58.75% of 75%)	-	0.04687500	0.3003692344	-	0.04687500	0.3003692344	-	0.04687500
						-	Harvard & LeMay Explor. Ltd. 1976-A	-	0.07500000	0.4805907750	-	0.07500000	0.4805907750	-	0.07500000
9.	N.M. "CT" 7S-35E	OG-1395	Texaco, Inc.	State NM 12.5%		-	Murphy Operating Corp.	-	0.23125000	1.4818215562	-	0.23125000	1.4818215562	-	0.23125000
	Sec. 35: N/2, N/2SE/4 (400)	10/15/57				-	*(10% of 75%)	-	0.01875000	0.1201476938	-	0.01875000	0.1201476938	-	0.01875000
						-	Trinity Resources, Inc. (100% of 23.125%)	-	0.00000000	0.0000000000	-	0.00000000	0.0000000000	-	0.00000000
						-	LaDora Lucas (100% of 1.875%)	-	0.00000000	0.0000000000	-	0.00000000	0.0000000000	-	0.00000000
						-	*J. Penrod Toles Co.	-	1.00000000	6.4078770000	-	1.00000000	6.4078770000	-	1.00000000
10.	Hobbs "Z" 7S-36E	OG-1617	Getty Oil Company	State NM 12.5%		-	*Jack L. McClellan	-	1.00000000	8.0784390000	-	1.00000000	8.0784390000	-	1.00000000
	Sec. 19: SW/4SE/4 (40)	12/16/57				-	Texaco, Inc.	-	0.25000000	0.2467522500	-	0.25000000	0.2467522500	-	0.25000000
						-	Hanover Petroleum Corp. (25% of 100.00%)	-	0.58750000	0.5798677875	-	0.58750000	0.5798677875	-	0.58750000
						-	Trinity Resources, Inc. (58.75% of 100.00%)	-			-			-	
						-	Harvard & LeMay Explor. Ltd. 1976-A	-			-			-	
*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.															

*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,				Overriding Royalty		Percent		W. I.		BEFORE PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interst (PPI) ship	Owner-ship	Production	Percent Ownership	Percent	Participation	Unit
10-A.	Val State 7S-36E Sec. 30: W/2E/2 (160)	OG-1617 12/16/57	Getty Oil Company	State NM 12.5%	Getty Oil Company	18.75%	Hanover Petroleum Corp.	-	0.19062500	1.4548867906	
							*(25% of 76.25%)	-			
							Trinity Resources, Inc.	-			
							*(58.75% of 76.25%)	-	0.44796875	3.4189839580	
							Harvard & LeMay Explor. Ltd. 1976-A	-			
							*(6.25% of 76.25%)	-	0.04765625	0.3637216977	
							Murphy Operating Corp.	-			
							*(10% of 76.25%)	-	0.07625000	0.5819547162	
							Trinity Resources, Inc.	-			
							(100% of 22.50%)	-	0.22500000	1.7172434250	
11.	Gates State 7S-36E Sec. 32: NW/4 (160)	K-3582-3 9/17/63	Murphy Minerals Corporation	State NM 12.5%	Robert B. Gates Mary Ann Morrison Estate of J.W. Brasfield	5% 1% 1%	LaDora Lucas	-			
							(100% of 1.25%)	-	0.01250000	0.0954024125	
							*J. Penrod Toles Co.	-	0.00000000	0.0000000000	
							*Jack L. McClellan	-	0.00000000	0.0000000000	
							*Todd Memorial Trust	-	0.00000000	0.0000000000	
								-	1.00000000	7.6321930000	
							Hanover Petroleum Corp.	-			
							*(25% of 76.25%)	-	0.19062500	1.2798322313	
							Trinity Resources, Inc.	-			
							*(58.75% of 76.25%)	-	0.44796875	3.0076057434	
							Harvard & LeMay Explor. Ltd. 1976-A	-			
							*(6.25% of 76.25%)	-	0.04765625	0.3199580578	
							Murphy Operating Corp.	-			
							*(10% of 76.25%)	-	0.07625000	0.5119328925	
							Trinity Resources, Inc.	-			
							(100% of 22.50%)	-	0.22500000	1.5106216500	
							LaDora Lucas	-			
							(100% of 1.25%)	-	0.01250000	0.0839234250	
							*J. Penrod Toles Co.	-	0.00000000	0.0000000000	
							*Jack L. McClellan	-	0.00000000	0.0000000000	
							*Todd Memorial Trust	-	0.00000000	0.0000000000	
								-	1.00000000	6.7138740000	

*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

NO. 333 07/27/83

EXHIBIT B 10 UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,			Overriding Royalty		Percent		W. I.		BEFORE PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production	Percent Ownership	Percent Participation	
12.	Roosevelt 7S-36E Sec. 32: NE/4 (160)	K-6285 8/16/66	Gulf Oil Corporation	State NM 12.5%			Gulf Oil Corporation	- 1.00000000	9.5332760000	
13.	Cook 7S-36E Sec. 32: N/2SW/4 (80)	K-6454-3 10/18/66	Murphy Minerals Corporation	State NM 12.5%	Estate of Joe Don Cook 1.5% Grant M. Smith 1% Juliette F. Dunlavy 1% E. S. Grear 0.5% Daniel L. Hannifin 0.75% Joyce E. Medaris 0.75% W. A. Snipes 0.5%		Hanover Petroleum Corp. *(25% of 75%) Trinity Resources, Inc. *(58.75% of 75%) Harvard & LeMay Explor. Ltd. 1976-A *(6.25% of 75%) Murphy Operating Corp. *(10% of 75%) Trinity Resources, Inc. (100% of 23.125%) LabDora Lucas (100% of 1.875%) *J. Penrod Toles Co. *Jack L. McClellan	- 0.18750000 - 0.44062500 - 0.04687500 - 0.07500000 - 0.23125000 - 0.01875000 - 0.00000000 - 0.00000000 - 1.00000000	0.2082071250 0.4892867438 0.0520517812 0.0832828500 0.2567887875 0.0208207125 0.0000000000 0.0000000000 1.1104380000	
14.	N.M. "H.N." 7-S-36E Sec. 20: NW/4SW/4 (40)	V-605 8/1/82	Robert W. Piatt	State NM 12.5%			**Energy Reserves Group	- 0.00000000	0.0000000000	100.0000000000

TOTAL STATE ACREAGE: 2,108.20 = 65.56% of unit
TOTAL FEDERAL ACREAGE: 1,107.40 = 34.44% of unit
TOTAL UNIT ACREAGE 3,215.60

*RETAINED INTEREST BEFORE PAYOUT IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

**Request by Commissioner of Public Lands dated 4-27-83 to eliminate from unit because no common boundary.

Lease Name,				Overriding Royalty		Percent		W. I.		AFTER PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-ship	Lower San Andres Production W.I. Ownership AFTER PAYOUT*	Percent Ownership	Percent Participation	Percent Ownership	Percent Participation
FEDERAL LEASES:											
1.	Mark Federal #7 7S-35E Sec. 25: NE/4, W/2SE/4 (240)	LC 062529-A 12/1/51	Texaco, Inc.	USA 12.5%	Texaco, Inc. 5% Estate of E.R. Kain 0.33333% Estate of W.J. Weaver 0.5% Jack L. McClellan 1% F. W. Blocksom 0.33333% Grant W. Halter 0.11111% Jack C. Halter 0.11111% Richard F. Halter 0.11111% Donald L. Kester 0.33333% Marilyn M. Michael 0.16667% E. K. Patterson 0.33333% Estate of Flora Huff Miller 0.16666%	Hanover Petrol. Corp. *(25% of 69.3750%) Trinity Resources, Inc. *(58.75% of 69.3750%) Harvard & LeMay Explor. Ltd. 1976A *(6.25% of 69.3750%) Murphy Operating Corp. *(10% of 69.3750%) Trinity Resources, Inc. (100% of 22.50%) LaDora Lucas (100% of 1.25%) J. Penrod Toles Co. *(100% of 3.125%) Jack L. McClellan *(100% of 3.125%) Todd Memorial Trust *(100% of 6.250%)	-	0.1734375000	0.2644942687	0.6215615316	
1-A.	Mark Federal #6 7S-35E Sec. 25: E/2SE/4 (80)	LC 062529-A 12/1/51	Texaco, Inc.	USA 12.5%	Estate of E.R. Kain 0.33333% Estate of W.J. Weaver 0.5% Jack L. McClellan 1% F. W. Blocksom 0.33333% Grant W. Halter 0.11111% Jack C. Halter 0.11111% Richard F. Halter 0.11111% Donald L. Kester 0.33333% Marilyn M. Michael 0.16667% E. K. Patterson 0.33333% Estate of Flora Huff Miller 0.16666%	Texaco, Inc. (100% of 25%) Hanover Petrol. Corp. *(25% of 52.03125%) Trinity Resources, Inc. *(58.75% of 52.03125%) Harvard & LeMay Explor. Ltd. 1976A *(6.25% of 52.03125%) Murphy Operating Corp. *(10% of 52.03125%) Trinity Resources, Inc. (100% of 16.8750%) LaDora Lucas (100% of 0.9375%) J. Penrod Toles Co. *(100% of 2.34375%) Jack L. McClellan *(100% of 2.34375%) Todd Memorial Trust *(100% of 0.46875%)	-	0.2500000000	0.3584930000	0.1865283891	
								0.1300781250	0.4383417147	0.0095313250	1.5250120000
								0.3056835940	0.0466320969	0.0520312500	0.2419827750
								0.0325195310	0.0746113556	0.0093750000	0.0134434875
								0.0234375000	0.0336087187	0.0234375000	0.0336087187
								0.0046875000	0.0067217438	0.0046875000	0.0067217438
								1.0000000000	1.5250120000	1.0000000000	1.5250120000

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75

-8-

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name, Tract Description of Land and No. Acres		Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Overriding Royalty Owner or Production Payment Interest (PPI) ship	Percent Owner-	Lower San Andres Production W.I. Ownership AFTER PAYOUT*	W. I. Percent Ownership	AFTER PAYOUT* Percent Unit Participation
2.	Solsbery 7S-36E Sec. 29: SE/4SE/4 (40)	NM 050476 2/1/60	Featherstone Development Corporation	USA 12.5%	None		Amoco Production Co.	- 1.0000000000	9.5036600000
3.	Livaudais 7S-36E Sec. 30: Lots 1,2,3,4, E/2W/2, E/2SE/4, SE/4NE/4 (427.40)	NM 0139989-A 6/1/61	Murphy Minerals Corporation	USA 12.5%	Marcel Livaudais, Jr. and Carol Black Livaudais	5%(PPI)	Hanover Petroleum Corp. *(25% of 69.3750%) Trinity Resources, Inc. *(58.75% of 69.3750%) Harvard & LeMay Explor. Ltd. 1976A *(6.25% of 69.3750%) Murphy Operating Corp. *(10% of 69.3750%) Trinity Resources, Inc. (100% of 22.50%) LaDora Lucas (100% of 1.25%) J. Penrod Toles Co. *(100% of 3.1250%) Jack L. McClellan *(100% of 3.1250%) Todd Memorial Trust *(100% of 0.6250%)	- 0.1734375000 - 0.4075781250 - 0.0433593750 - 0.0693750000 - 0.2250000000 - 0.0125000000 - 0.0312500000 - 0.0312500000 - 0.0062500000 1.0000000000	1.1932815656 2.8042116792 0.2983203914 0.4773126263 1.5480409500 0.0860022750 0.2150056875 0.2150056875 0.0430011375 6.8801820000
4.	Linam "A" 7S-36E Sec. 19: SE/4SE/4 (40)	NM 0321281 11/1/62	Amoco Production Company	USA 12.5%	William G. McCoy Robert H. Hays H.A. Hackathorn	0.5% 2.25% 2.25%	Amoco Production Co.	- 1.0000000000	0.6431130000

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,				Overriding Royalty		Percent		W. I.		AFTER PAYOUT	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production W.I. Ownership AFTER PAYOUT	Percent Ownership	Percent Participation		
4-A.	Peterson "A" 7S-36E Sec. 29: SW/4NW/4, SW/4 (200)	NM 0321281 11/1/62	Amoco Production Company	USA 12.5%	William G. McCoy Robert H. Hays H.A. Hackathorn	0.5% 2.25% 2.25%	Amoco Production Co. -	1.0000000000	4.4766740000		
5.	Spradley 7S-36E Sec. 29: W/2SE/4 (80)	NM 0449372 10/1/63	Amoco Production Company	USA 12.5%	Mrs. Wilton E. Spradley Hugh E. Hanagan Nolan Brunson, Jr. Estate of Charles C. Langdon and Jacqueline H. Langdon Robert G. Hanagan & Nancy Sue Hanagan	1%(PPI) 0.75%(PPI) 1.5% (PPI) 1%(PPI) 0.75%(PPI)	Amoco Production Co. -	1.0000000000	3.9718850000		

TOTAL FEDERAL ACREAGE: 1,107.40

Lease Name,				Overriding Royalty		Percent		W. I.		AFTER PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production	Percent Ownership	Percent	Percent Unit Participation	
STATE LEASES:											
6.	Skelly-Smith 7S-36E Sec. 31: Lots 1,2 E/2NW/4 (154.09)	E-8948 4/19/55	Getty Oil Company	State NM 12.5%	Getty Oil Co. Grant M. Smith	12.5% 1%	Hanover Petroleum Corp. *(25% of 81.25%) Trinity Resources, Inc. *(58.75% of 81.25%) Harvard & LeMay Explor. Ltd. 1976-A *(6.25% of 81.25%) Murphy Operating Corp. *(10% of 81.25%) LaDora Lucas (100% of 1.25%) Trinity Resources, Inc. (100% of 11.25%) Verna Drilling Co. *(100% of 6.25%)	0.20312500 0.47734375 0.05078125 0.08125000 0.01250000 0.11250000 0.06250000 1.00000000	2.1730440469 5.1066535102 0.5432610117 0.8692176188 0.1337257874 1.2035320875 0.6686289375 10.6980630000		
6-A.	Hobbs "R" 7S-36E Sec. 31: NE/4 (160)	E-8948 4/19/55	Getty Oil Company	State NM 12.5%			Hanover Petroleum Corp. (25% of 100.00%) Trinity Resources, Inc. (58.75% of 100.00%) Harvard & LeMay Explor. Ltd. 1976-A (6.25% of 100.00%) Murphy Operating Corp. (10% of 100.00%)	0.25000000 0.58750000 0.06250000 0.10000000 1.00000000	0.4552735000 1.0698927250 0.1138183750 0.1821094000 1.8210940000		
7.	State "AY" 7S-35E Sec. 36: N/2, SE/4 (480)	E-10047 5/15/56	Sun Oil Co.	State NM 12.5%	None		Sun Exploration & Production Company	1.00000000	15.7711890000		

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75

EXHIBIT "B" TO UNIT AGREEMENT
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Lease Name,				Overriding Royalty		Percent		W. I.		AFTER PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-	Lower San Andres Production W.I. Ownership AFTER PAYOUT*	Percent Ownership	Percent Participation	Percent Unit Participation	
8:	State "BC"	OG-174	Atlantic	State NM	Atlantic Richfield Co. 12.5%	-	Monument Resources, Inc.	0.50000000	0.3700415000	0.3700415000	
	7S-36E Sec. 31: Lots 3,4 (74.11)	9/18/56	Richfield Company	12.5%			Southwestern, Inc.	0.50000000	0.3700415000	0.3700415000	
8-A.	Atlantic	OG-174	Atlantic	State NM	Atlantic Richfield Co. 12.5%	-	Monument Resources, Inc.	0.56250000	1.1654814375	1.1654814375	
	7S-36E Sec. 31: E/2SW/4	9/18/56	Richfield Company	12.5%			Southwestern, Inc.	0.06250000	0.1294979375	0.1294979375	
8-B.	Atlantic-Smith	OG-174	Atlantic	State NM	Atlantic Richfield Co. 12.5%	1%	John Turner	0.12500000	0.2589958750	0.2589958750	
	7S-36E	9/18/56	Richfield Company	12.5%			William Penn	0.12500000	0.2589958750	0.2589958750	
	Sec. 31: SE/4						John Hills	0.06250000	0.1294979375	0.1294979375	
	(160)						K.V. Dunn	0.06250000	0.1294979375	0.1294979375	
								1.00000000	2.0719670000	2.0719670000	
8-B.	Atlantic-Smith	OG-174	Atlantic	State NM	Atlantic Richfield Co. 12.5%	1%	Hanover Petroleum Corp.	0.17187500	1.1013538594	1.1013538594	
	7S-36E	9/18/56	Richfield Company	12.5%			*(25% of 68.7500%)	0.17187500	1.1013538594	1.1013538594	
	Sec. 31: SE/4						Trinity Resources, Inc.	0.40390625	2.5881815695	2.5881815695	
	(160)						*(58.75% of 68.7500%)	0.40390625	2.5881815695	2.5881815695	
							Harvard & LeMay Explor. Ltd. 1976-A	0.40390625	2.5881815695	2.5881815695	
							*(6.25% of 68.7500%)	0.04296875	0.2753384648	0.2753384648	
							Murphy Operating Corp.	0.06875000	0.4405415438	0.4405415438	
							*(10% of 68.7500%)	0.06875000	0.4405415438	0.4405415438	
							Trinity Resources, Inc.	0.23125000	1.4818215563	1.4818215563	
							(100% of 23.125%) LaDora Lucas	0.23125000	1.4818215563	1.4818215563	
9.	N.M. "CT"	OG-1395	Texaco, Inc.	State NM	Texaco, Inc.	-	(100% of 1.875%) J. Penrod Toles Co.	0.01875000	0.1201476938	0.1201476938	
	7S-35E	10/15/57		12.5%			*(100% of 3.125%) Jack L. McClellan	0.03125000	0.2002461562	0.2002461562	
	Sec. 35: N/2, N/2SE/4						*(100% of 3.125%)	0.03125000	0.2002461562	0.2002461562	
	(400)							1.00000000	6.4078770000	6.4078770000	
								1.00000000	8.0784390000	8.0784390000	

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS
OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

Tract No.	Lease Name, Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Overriding Royalty		Lower San Andres Production W.I. Ownership AFTER PAYOUT*	W. I.		AFTER PAYOUT*
					Owner or Production Owner-	Percent		Percent	Ownership	Percent Unit Participation
11.	Gates State 7S-36E Sec. 32: NW/4 (160)	K-3582-3 9/17/63	Murphy Minerals Corporation	State NM 12.5%	Robert B. Gates	5%	Hanover Petroleum Corp.	-	0.173437500	1.1644375219
					Mary Ann Morrison	1%	*(25% of 69.3750%)	-		
					Estate of J.W. Brasfield	1%	Trinity Resources, Inc.	-	0.407578125	2.7364281764
							*(58.75% of 69.3750%)	-		
							Harvard & LeMay Explor. Ltd. 1976-A	-		
							*(6.25% of 69.3750%)	-	0.043359375	0.2911093805
							Murphy Operating Corp.	-		
							*(10% of 69.3750%)	-	0.069375000	0.4657750087
							Trinity Resources, Inc.	-		
							(100% of 22.50%)	-	0.225000000	1.5106216500
							LaDora Lucas	-		
12.	Roosevelt 7S-36E Sec. 32: NE/4 (160)	K-6285 8/16/66	Gulf Oil Corporation	State NM 12.5%			(100% of 1.25%)	-	0.012500000	0.0839234250
							J. Penrod Toles Co.	-		
							*(100% of 3.1250%)	-	0.031250000	0.2098085625
							Jack L. McClellan	-		
							*(100% of 3.1250%)	-	0.031250000	0.2098085625
							Todd Memorial Trust	-		
							*(100% of 0.6250%)	-	0.006250000	0.0419617125
								-	1.000000000	6.7138740000
								-		
							Gulf Oil Corporation	-	1.000000000	9.5332760000
								-		

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS OF RECORDED CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

Lease Name,			Overriding Royalty		Percent		Lower San Andres Production		W. I.		AFTER PAYOUT*	
Tract No.	Description of Land and No. Acres	Serial No. & Lease Date	Lessee of Record	Basic Roy. & Percent.	Owner or Production Payment Interest (PPI) ship	Owner-ship	Production	W.I. Ownership AFTER PAYOUT*	Percent Ownership	Percent Participation	Percent Ownership	Percent Participation
13.	Cook 7S-36E Sec. 32: N/2SW/4 (80)	K-6454-3 10/18/66	Murphy Minerals Corporation	State NM 12.5%	Estate of Joe Don Cook Grant M. Smith Juliette F. Dunlavey E. S. Grear Daniel L. Hannifin Joyce E. Medaris W. A. Snipes	1.5% 1% 1% 0.5% 0.75% 0.75% 0.5%	Hanover Petroleum Corp. *(25% of 68.7500%) Trinity Resources, Inc. *(58.75% of 68.7500%) Harvard & LeMay Explor. Ltd. 1976-A *(6.25% of 68.7500%) Murphy Operating Corp. *(10% of 68.7500%) Trinity Resources, Inc. (100% of 23.125%) LaDora Lucas (100% of 1.875%) J. Penrod Toles Co. *(100% of 3.1250%) Jack L. McClellan *(100% of 3.1250%)	- - - - -	0.17187500 0.40390625 0.04296875 0.06875000 0.23125000 0.01875000 0.03125000 0.03125000 1.00000000	0.1908565313 0.4485128484 0.0477141328 0.0763426125 0.2567887875 0.0208207125 0.0347011875 0.0347011875 1.1104380000		
14.	N.M. "H.N." 7-S-36E Sec. 20: NW/4SW/4 (40)	V-605 8/1/82	Robert W. Piatt	State NM 12.5%			**Energy Reserves Group	-	0.00000000	0.0000000000		100.0000000000

TOTAL STATE ACREAGE: 2,108.20 = 65.56% of unit
TOTAL FEDERAL ACREAGE: 1,107.40 = 34.44% of unit
TOTAL UNIT ACREAGE 3,215.60

*RETAINED INTEREST AFTER PAYOUT IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED 10-17-75.

**Request by Commissioner of Public Lands dated 4-27-83 to eliminate from unit because no common boundary.

SUPPLEMENT

EQUAL EMPLOYMENT OPPORTUNITY PROVISION

During the performance of this contract, the Operator agrees as follows:

- (1) The Operator will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operator will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Operator agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause.
- (2) The Operator will, in all solicitations or advertisements for employees placed by or on behalf of the Operator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Operator will send to each labor union or representative of workers with which Operator has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or workers' representatives of the Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Operator's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Operator's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Operator may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Operator will include the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Operator will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

Operator acknowledges that Operator may be required to file Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance, the Equal Employment Opportunity Commission and Plans for Progress with the appropriate agency within 30 days of the date of contract award if such report has not been filed for the current year and otherwise comply with or file such other compliance reports as may be required under Executive Order 11246, as amended and Rules and Regulations adopted thereunder.

Operator further acknowledges that Operator may be required to develop a written affirmative action compliance program as required by the Rules and Regulations approved by the Secretary of Labor under authority of Executive Order 11246 and supply Cities with a copy of such program if Cities so requests.

CERTIFICATION OF NONSEGREGATED FACILITIES

By entering into this contract, the Operator certifies that Operator does not and will not maintain or provide for Operator's employees any segregated facilities at any of Operator's establishments, and that Operator does not and will not permit Operator's employees to perform their services at any location, under Operator's control, where segregated facilities are maintained. The Operator agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Operator further agrees that (except where Operator has obtained identical certifications from proposed contractors and subcontractors for specific time periods) Operator will obtain identical certifications from proposed contractors and subcontractors prior to the award of contracts or subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that Operator will retain such certifications in Operator's files and that Operator will forward the following notice to such proposed contractors and subcontractors (except where the proposed contractors or subcontractors have submitted identical certifications for specific time periods): Notice to prospective contractors and subcontractors of requirement for certifications of nonsegregated facilities. A Certificate of Nonsegregated Facilities must be submitted prior to the award of a contract or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each contract and subcontract or for all contracts and subcontracts during a period (i.e., quarterly, semiannually, or annually).



MURPHY OPERATING CORPORATION

ROSWELL PETROLEUM BUILDING

ROSWELL, NEW MEXICO 88201

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

MAILING ADDRESS
P. O. DRAWER 2648

TELEPHONE
505 623-7210

Schedule A
Ratification of Unit Agreement
WORKING INTEREST OWNERS

X = ratification attached
O = ratification requested but not received

NAME	Percent Unit Participation	
	Before Payout	After Payout
X Sun Exploration & Production Company . . . Post Office Box 2880 Dallas, Texas 75221 ATTN: Mr. Michael A. Winget	15.7711890000	15.7711890000
X Gulf Oil Corporation Post Office Box 1150 Midland, Texas 79701 ATTN: Mr. L. L. Fuller Joint Operations Manager	9.5332760000	9.5332760000
X Amoco Production Company Post Office Box 3092 Houston, Texas 77253 ATTN: Mr. Bruce A. Landis, Jr.	18.5953320000	18.5953320000
X Trinity Resources, Inc. 905 Ten Ten Lamar Building Houston, Texas 77002 ATTN: Mr. Jim McMahan	29.4387849359	27.8075253864
X Hanover Petroleum Corporation 2950 One Allen Center Houston, Texas 77002 ATTN: Mr. Ward M. Clark	8.9938834064	8.2997304063
X Harvard & LeMay Exploration, Ltd. Post Office Box 936 Roswell, New Mexico 88201 ATTN: Mr. H. Lee Harvard	2.2484708515	2.0749326012
X Miss LaDora Lucas c/o Frank Young 1201 Hamilton Roswell, New Mexico 88201	0.5725284438	0.5725284438
X Monument Resources, Inc. 1 Riverway, Suite 2410 Houston, Texas 77056 ATTN: Mr. Robert E. Smith	1.5355229375	1.5355229375
X Murphy Operating Corporation Post Office Drawer 2648 Roswell, New Mexico 88201 ATTN: A. J. Murphy	3.5975533624	3.3198921625

NAME	Percent Unit Before Payout	Participation After Payout
X Southwestern, Inc. Post Office Box 778 Jay, Oklahoma 74346 ATTN: Mr. Thomas R. Cone	0.4995394375	0.4995394375
X Todd Memorial Trust c/o Mr. Bob Armstrong Post Office Box 1973 Roswell, New Mexico 88201	0.0000000000	0.1489171251
X Mr. Jack L. McClellan Post Office Box 730 Roswell, New Mexico 88201	0.0000000000	0.9795329686
X J. Penrod Toles Company Post Office Box 1300 Roswell, New Mexico 88201	0.0000000000	0.9795329686
X Texaco, Inc. Post Office Box 3109 Midland, Texas 79701 ATTN: Mr. Robert E. Davis	8.4369320000	8.4369320000
0 Verna Drilling Corporation Post Office Box 1000 Levelland, Texas 79336 ATTN: Mr. Dennis Faulkner	0.0000000000	0.6686289375
TOTAL RECEIVED	<u>99.2230123750</u>	<u>99.2230123750</u>
0* Mr. John Turner PENN, HILLS & TURNER 711 Midland Tower Midland, Texas 79701	0.2589958750	0.2589958750
0* Mr. William Penn PENN, HILLS & TURNER 711 Midland Tower Midland, Texas 79701	0.2589958750	0.2589958750
0* Mr. John Hills PENN, HILLS & TURNER 711 Midland Tower Midland, Texas 79701	0.1294979375	0.1294979375
0* Mr. K. V. Dunn 1700 Nabors Lane Odessa, Texas 79761	0.1294979375	0.1294979375
TOTAL OUTSTANDING	<u>0.7769876250</u>	<u>0.7769876250</u>

* Currently negotiating offer to sell interest to MOC.

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST: COMPANY: Sun Exploration and Production Company

Secretary

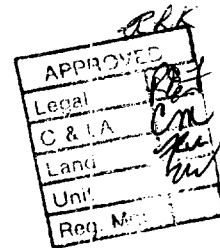
By:

Luther F. Ellison
LUTHER F. ELLISON

DATE:

Its: Agent and Attorney-in-Fact

3-25-83



STATE OF TEXAS)
COUNTY OF DALLAS) ss

The foregoing instrument was acknowledged before me this 25th day of MARCH, 1983, by LUTHER F. ELLISON Agent and Attorney in Fact of SUN EXPLORATION AND PRODUCTION COMPANY

Ellen M. Lambeth
Notary Public

My Commission Expires:

7-13-85

ELLEN M. LAMBETH, Notary Public
in and for the State of Texas
My Commission Expires July 13, 1985

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST: COMPANY: GULF OIL CORPORATION
J. M. Thacker
ATTORNEY IN FACT
By: _____

THE STATE OF TEXAS Ø

COUNTY OF MIDLAND Ø

The foregoing instrument was acknowledged before me this
____ 31st _____ day of _____ March _____, 1983, by J. M. Thacker _____,
Attorney-in-Fact for GULF OIL CORPORATION, a Pennsylvania corporation,
on behalf of said corporation.

My Commission Expires:
____ July 30, 1984 _____

Carolyn D. Larson
Carolyn D. Larson
Notary Public In and for the
State of Texas

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned owner of working interests hereby acknowledges receipt of a true copy of the "Unit Agreement, Todd Lower San Andres Unit, Roosevelt County, New Mexico" dated March 1, 1983 hereinafter referred to as the Unit Agreement, and a true copy of the "Unit Operating Agreement, Todd Lower San Andres Unit, Roosevelt County, New Mexico dated March 1, 1983 hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibit "A" and "B" attached to said Unit Agreement, identify the tracts which may become a part of the Todd Lower San Andres Unit initially constituted, depending on whether such tracts qualify for inclusion therein as provided in said agreement; and

NOW THEREFORE, the said owner desires to and does hereby ratify and confirm said Unit Agreement and Unit Operating Agreement with respect to all of its interests in all of the tracts identified by said Exhibits.

IN WITNESS WHEREOF, the undersigned party has executed this instrument on the date set forth below opposite its authorized signature.

DATE: March 15, 1983



Amoco Production Company (U.S.A.)
By: E. D. Newman
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared E. D. Newman, known to me to be the person who executed the foregoing instruments and acknowledged to me that he executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of March, 19 83.

JANE ANN PERRY
Notary Public in Harris County, Texas
My Commission Expires 2-4-86

Jane Ann Perry
NOTARY PUBLIC in and for

HARRIS COUNTY, TEXAS

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST:

COMPANY: Hanover Petroleum Corp.

W. M. Clark
Secretary

By: W. M. Clark

DATE:

Its: Vice President

March 31, 1983

STATE OF TEXAS)
) ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 31st
day of March, 1983, by Ward M. Clark, Vice President,
of Hanover Petroleum Corp.

Angela Arnona
Notary Public

My Commission Expires:

ANGELA ARNONA
Notary Public State of Texas
My Commission Expires October 25, 1985
Bonded by L. Alexander Lovett, Lawyers Surety Corp.

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST:

COMPANY: HARVARD & LEMAY EXPLORATION, LTD. -- SERIES 1976-A

Secretary

By: *H. Lee Harvard*

H. LEE HARVARD FOR HARVARD & LEMAY
EXPLORATION COMPANY, GENERAL PARTNER

DATE:

Its: _____

March 25, 1983

STATE OF New Mexico)
) ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 25th
day of March, 1983, by H. Lee Harvard,
H. LEE HARVARD FOR HARVARD & LEMAY of Harvard & Lemay Exploration, Ltd. - Series 1976-A,
EXPLORATION COMPANY, GENERAL PARTNER

Janet L. Adams
Notary Public

My Commission Expires:

September 14, 1985

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST:

COMPANY: _____

Secretary

By: LaDora Lucas

DATE:

Its: _____

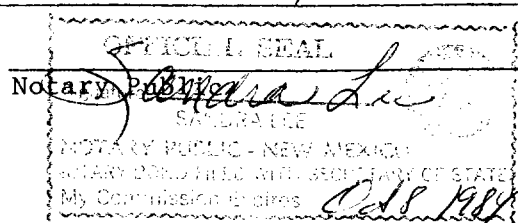
03/31/83

STATE OF New Mexico)
COUNTY OF Chavez) ss

The foregoing instrument was acknowledged before me this 31st day of March, 1983, by LaDora Lucas of Roosevelt, New Mexico.

My Commission Expires:

Oct 8, 1984



~~LINDA N. PARKER
Notary Public, State of Texas
My Commission Expires November 18, 1985~~

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST:

COMPANY: Murphy Operating Corporation

Nadine Reed
Asst. Secretary, Nadine Reed

By: A. J. Murphy
A. J. Murphy

DATE:

Its: President

March 25, 1983

STATE OF New Mexico)
) ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 25th
day of March, 1983, by A. J. Murphy,
President of Murphy Operating Corporation.

Billie J. Fox
Notary Public Billie J. Fox

My Commission Expires:

January 18, 1987

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

ATTEST:

COMPANY:

SOUTHWESTERN, INC

Mary Bird Davis
Secretary

By:

Tom R. Cone

DATE:

Its:

PRESIDENT

April 5, 1983

STATE OF Missouri)
COUNTY OF McDonald) ss

The foregoing instrument was acknowledged before me this 5th day of April, 1983, by Tom R. Cone, PRESIDENT of SOUTHWESTERN, INC.

Jim Ray
Notary Public

My Commission Expires:

3-10-84

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement*, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement*, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

*SUBJECT TO AND IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED OCTOBER 17, 1975.

TODD MEMORIAL TRUST

WITNESS:

By:

Robert G. Armstrong
(Signature of Working Interest Owner)

By:

(Signature of Spouse if applicable)

DATE:

Its:

Co-Trustee

(Signature and capacity as fiduciary
if applicable)

May 24, 1983

STATE OF New Mexico)

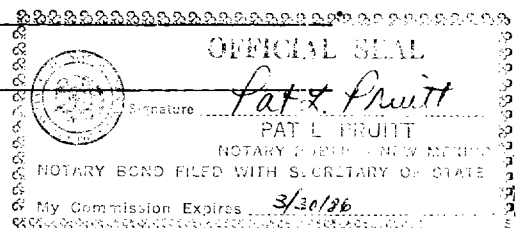
COUNTY OF Chaves) ss

The foregoing instrument was acknowledged before me this 24th
day of May, 1983, by Robert G. Armstrong, Co-Trustee,
of the Todd Memorial Trust

My Commission Expires:

March 30, 1986

Notary Public



RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement*, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement*, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

*SUBJECT TO AND IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED OCTOBER 17, 1975.

WITNESS:

Lorna Stewart
Lorna Stewart

By:

Jack L. McClellan
(Signature of Working Interest Owner)

By:

Barbara A. McClellan
(Signature of Spouse if applicable)

DATE:

May 27, 1983

Its:

(Signature and capacity as fiduciary if applicable)

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 27th
day of May, 1983, by Jack L. McClellan and Barbara A. McClellan,
of _____.

Marce Smith
Notary Public

My Commission Expires:
10-30-85

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.


NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement*, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement*, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

*SUBJECT TO AND IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED OCTOBER 17, 1975.

THE TOLES COMPANY, A Limited Partnership

WITNESS:

By: 
(Signature of Working Interest Owner)
J. Penrod Toles, General Partner

By: _____
(Signature of Spouse if applicable)

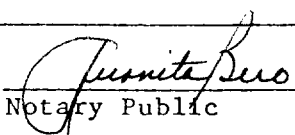
DATE:

Its: _____
(Signature and capacity as fiduciary if applicable)

9-14-83

STATE OF NEW MEXICO)
) ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 14th
day of June, 1983, by J. Penrod Toles,
General Partner of The Toles Company, A Limited Partnership.


Notary Public

My Commission Expires:

9-14-85

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

TEXACO INC.

ATTEST:

COMPANY:

Secretary

By: R. D. Tomberlin

DATE: _____

Its: Attorney-in-fact

STATE OF Texas)
COUNTY OF Midland) ss

The foregoing instrument was acknowledged before me this 27th day of June, 1983, by R. D. TOMBERLIN, Attorney-in-fact of Texaco Inc.

Martha Fincher **Martha Fincher**
Notary Public

My Commission Expires:

10-29-84

RATIFICATION OF AGREEMENTS ENTITLED
"UNIT AGREEMENT" AND "UNIT OPERATING AGREEMENT"
TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, each of the undersigned owners of a royalty interest or interests hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, each of the undersigned owners of a working interest or interests hereby acknowledges receipt of a true and correct copy of said Unit Agreement, and a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Operating Agreement, Todd Lower San Andres Unit, County of Roosevelt, State of New Mexico," which said agreement is hereinafter referred to as the Unit Operating Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted; and

WHEREAS, each of the undersigned represents that it is a Royalty Owner or Working Interest Owner, or both, as defined in said Unit Agreement, in one or more of the Tracts identified by said Exhibits; and

WHEREAS, each undersigned Royalty Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and each undersigned Working Interest Owner, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement and said Unit Operating Agreement.

NOW THEREFORE, each of the undersigned who is the owner of a royalty interest or interests only does hereby ratify and confirm said Unit Agreement*, and each of the undersigned who is the owner of a working interest or interests only or the owner of both a working interest or interests and royalty interest or interests does hereby ratify and confirm said Unit Agreement and said Unit Operating Agreement*, each owner with respect to all of its interests in all of the separately owned Tracts identified by said Exhibits, thereby becoming a party thereto.

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

*SUBJECT TO AND IN ACCORDANCE WITH TERMS OF CONVEYANCE AND ASSIGNMENT DATED OCTOBER 17, 1975.

VERNA CORPORATION

WITNESS:

By: W.C. Hooper, Jr.
(Signature of Working Interest Owner)

[Signature]

By: _____
(Signature of Spouse if applicable)

DATE:

Its: President

(Signature and capacity as fiduciary if applicable)

June 28, 1983

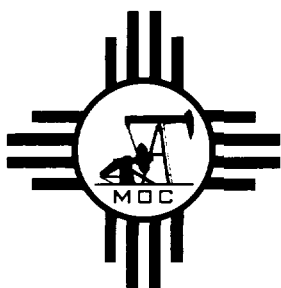
STATE OF TEXAS)
COUNTY OF HARRIS) ss

The foregoing instrument was acknowledged before me this 28th
day of June, 1983, by W.C. HOOPER, JR.,
President of Verna Corporation.

[Signature]
Notary Public

My Commission Expires:

LAURA RICHARDS
Notary Public in and for the State of Texas
My Commission Expires 11-10-84



MURPHY OPERATING CORPORATION

ROSWELL PETROLEUM BUILDING

ROSWELL, NEW MEXICO 88201

TODD LOWER SAN ANDRES UNIT
ROOSEVELT COUNTY, NEW MEXICO

MAILING ADDRESS
P. O. DRAWER 2648

TELEPHONE
505 623-7210

Schedule B
Ratification of Unit Agreement
RECORD TITLE HOLDERS

X = ratification attached

O = ratification requested but not received

NAME	COMMENTS
X Featherstone Development Corporation 1717 West Second Street Roswell, New Mexico 88201 ATTN: Mr. Charles Hicks	
X Murphy Minerals Corporation Post Office Drawer 2164 Roswell, New Mexico 88201 ATTN: Mr. Bert H. Murphy	
X Amoco Production Company Post Office Box 3092 Houston, Texas 77001 ATTN: Mr. Bruce A. Landis, Jr.	Ratifications included under Schedule A.
X Sun Exploration & Development Company Post Office Box 2880 Dallas, Texas 75221 ATTN: Mr. Michael A. Winget	Ratifications included under Schedule A.
X Gulf Oil Corporation Post Office Box 1150 Midland, Texas 79701 ATTN: Mr. L. L. Fuller Joint Operations Manager	Ratifications included under Schedule A.
X Getty Oil Company Post Office Box 1231 Midland, Texas 79702 ATTN: Mr. Raymond W. Blohm	Ratifications included under Schedule C.
X Atlantic Richfield Company Post Office Box 1610 Midland, Texas 79702 ATTN: Mr. Michael Snyder	Ratifications included under Schedule C.
X Texaco, Inc. Post Office Box 3109 Midland, Texas 79701 ATTN: Mr. Robert E. Davis	Ratifications included under Schedule A.

RATIFICATION OF AGREEMENT
ENTITLED
"UNIT AGREEMENT,
TODD LOWER SAN ANDRES UNIT,
ROOSEVELT COUNTY, NEW MEXICO"

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, the owner of a record title interest or interests, hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, Roosevelt County, New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted, depending upon whether such tracts qualify for inclusion therein as provided in said agreement; and

WHEREAS, the undersigned represents that the undersigned is a "Lessee of Record" as defined in said Unit Agreement, in one or more of the tracts identified by said exhibits; and

WHEREAS, the undersigned Lessee of Record, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement;

NOW, THEREFORE, the undersigned who is the owner of a record title interest or interests only does hereby ratify and confirm said Unit Agreement, each owner with respect to all of its interests in all of the separately owned tracts identified by said exhibits, thereby becoming a party thereto.

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

Date: _____

Featherstone Development Corporation

Date: _____

Olen F. Featherstone II, President

STATE OF New Mexico)
COUNTY OF Schaus) ss

The foregoing instrument was acknowledged before me this 31st day of March, 1983, by Olen F. Featherstone II President of Featherstone Dev Corp.

Letty R. Miller
Notary Public

My commission expires:
10/5/86

RATIFICATION OF AGREEMENT
ENTITLED
"UNIT AGREEMENT,
TODD LOWER SAN ANDRÉS UNIT,
ROOSEVELT COUNTY, NEW MEXICO"

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, the owner of a record title interest or interests, hereby acknowledges receipt of a true and correct copy of that certain agreement dated March 1, 1983, entitled "Unit Agreement, Todd Lower San Andres Unit, Roosevelt County, New Mexico," which said agreement is hereinafter referred to as the Unit Agreement; and

WHEREAS, Exhibits "A" and "B", attached to and made a part of said Unit Agreement, identify the separately owned tracts which may become a part of the Todd Lower San Andres Unit as initially constituted, depending upon whether such tracts qualify for inclusion therein as provided in said agreement; and

WHEREAS, the undersigned represents that the undersigned is a "Lessee of Record" as defined in said Unit Agreement, in one or more of the tracts identified by said exhibits; and

WHEREAS, the undersigned Lessee of Record, being familiar with the contents thereof, desires to ratify and confirm said Unit Agreement;

NOW, THEREFORE, the undersigned who is the owner of a record title interest or interests only does hereby ratify and confirm said Unit Agreement, each owner with respect to all of its interests in all of the separately owned tracts identified by said exhibits, thereby becoming a party thereto.

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

Date: _____

Date: March 31, 1983

Bert H. Murphy, President
MURPHY MINERALS CORPORATION

STATE OF New Mexico)
) ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 31st
day of March, 1973, by Bert H. Murphy
President, Murphy Minerals Corporation

Notary Public Billie J. Fox

My commission expires:
January 17, 1987