

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 11 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

EDWARD DAVID LADNER

By [Signature]

Address 2116 S. Detroit Ave.

Tulsa, OK 74114

444-48-2673

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Oklahoma

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Tulsa :

BEFORE ME, the undersigned authority, on this day personally appeared Edward David Louse known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1987.

My Commission Expires: June 9, 1989

Patty E. Sharp
Notary Public in and for said County and State,
Residing at 907 So. Detroit, Tulsa, OK

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 11 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

JOHN A. LADNER

By _____

Address 4108 East 48th Street

Tulsa, OK 74135

491-28-4768

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Oklahoma:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Delaware:

BEFORE ME, the undersigned authority, on this day personally appeared JOHN A. LAVER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1987.

My Commission Expires: June 9, 1989

Patty E. Shupe
Notary Public in and for said County and State,
Residing at 907 So. Detroit, Tulsa, OK

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 11 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MILDRED M. LADNER

By Mildred M. Ladner

Address 2116 S. Detroit Ave.

Tulsa, OK 74114

194-07-9324

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Oklahoma

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Tulsa

BEFORE ME, the undersigned authority, on this day personally appeared MURDER M. LAONER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1987.

My Commission Expires: June 9, 1989

Patty E. Sharpe
Notary Public in and for said County and State,
Residing at 907 So. Westgate, Tulsa, OK

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS. 464-56-5899

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 12 day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LAUDIS IRENE PERRINE

Eston SheltonBy Laudis Irene PerrineDate 6-12-87Address Box 418Clyde, TX 79510

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT X

COUNTY OF Callahan :

BEFORE ME, the undersigned authority, on this day personally appeared LAUDIS I PERRINE known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of June, 1987.

My Commission Expires: 1-1-91

Ester Shelton
Notary Public in and for said County and State,
Residing at Clyde, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Mildred W. Fischer

Date 6/11/87

ESTHER L. BLAIN

By

Esther L. Blain

Address The Briarcliff, Apt. 104
801 south Chester Road

Swarthmore, PA 19081

Ad # 192-12-6765

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Pa.:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Delaware:

BEFORE ME, the undersigned authority, on this day personally appeared Esther L. Blum known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~he~~ (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of June, 1987.

My Commission Expires: MILDRED W. FINCHER, NOTARY PUBLIC
SWARTHMORE BORO, DELAWARE COUNTY
MY COMMISSION EXPIRES JAN. 19, 1991
Member, Pennsylvania Association of Notaries

Mildred W. Fincher
Notary Public in and for said County and State,
Residing at Swarthmore

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MARGARET WYGOCKI

By Margaret Wygocki

Address 721 Robins Road

Lansing, MI 48917

505-44-0419

Notary Public
Date May 23, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Michigan:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Eaton:

BEFORE ME, the undersigned authority, on this day personally appeared Margaret Wypicki, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of May, 1987.

My Commission Expires: JULIE E. STAFFORD
Notary Public, Eaton County, MI
My Comm. Expires June 7, 1988

Julie E. Stafford
Notary Public in and for said County and State,
Residing at 4530 W. Saginaw Highway, Mt. Pleasant, MI 48857

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

GEORGE A. MOBERLY

By

George A. Moberly

Date

5-22-87

Address P. O. Box 228

Midland, TX 79701

SS 525-10-3736

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Midland :

George A. Moberly

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 1987.

My Commission Expires: 10-31-88



F. HOLZGRAF
Notary Public, Texas

My Commission Expires _____

J. Holzgraf
Notary Public in and for said County and State,
Residing at Midland, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BETTINA BLACKMAR

By, [Signature]

Date 5-22-87

Address P. O. Box 351

Luling, TX 78648

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF CALDWELL :

BEFORE ME, the undersigned authority, on this day personally appeared Bettina Blackmar, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 1987.

My Commission Expires: 11-10-88

Brenda Bann
Notary Public in and for said County and State,
Residing at Luling, Caldwell County, Tx.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

EUGENE COFFELT

By

Address Box 104

Bentonville, AR 72712

431-10-7524

STATE OF Arkansas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Seaton :

BEFORE ME, the undersigned authority, on this day personally appeared Eugene Coffelt known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 1987.

My Commission Expires:

January 8, 1991

Dorothy L. Bray
Notary Public in and for said County and State,
Residing at Seatonville, Ark

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date 5/21/87

BETTY MORAN RICE

By Betty Moran Rice

Address 6223 Lupton

Dallas, TX 75225

467-82-5665

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Dallas:

BEFORE ME, the undersigned authority, on this day personally appeared Betty M. Frie, ^{known} to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of May, 1987.

My Commission Expires: 5-16-88

Quedha Carter
Notary Public in and for said County and State,
Residing at 811 Carter St

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Sharon J. Rodriguez

Date 5/22/87

MARY T. CHRISTMAS HOLLADAY

By Mary T. Christmas Holladay

Address P. O. Box 11041

Spring, TX 77391

585-26-7432

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Harris :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Mary T. Holladay, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 1987.

My Commission Expires: 9/10/89

Alfonso J. Rodriguez
Notary Public in and for said County and State,
Residing at Harris County Texas

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

KAY LEVY

By Kay Levy

Address 410 Menking Court

Houston, TX 77024

457-68-2884

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Harris :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Kay Lange, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of May, 1987.

My Commission Expires: 5-31-89

Martha L. Patton
Notary Public in and for said County and State,
Residing at Houston, Texas

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

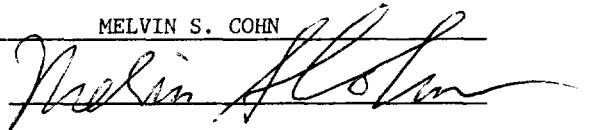
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MELVIN S. COHN

By



Date

Address 5847 San Felipe, Suite 1700

Houston, TX 77057

461-16-4190

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

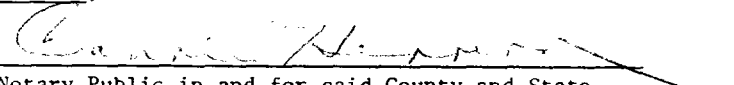
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF HARFIS :

BEFORE ME, the undersigned authority, on this day personally appeared MELVIN S. COHN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he ~~(or she)~~ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of MAY, 1987.

My Commission Expires: _____


Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

John C. Ryan

Date 5-28-87

DANIEL L. GUTMAN

By *Daniel L. Gutman*

Address 239 East 79th St., ~~NY~~

New York, NY 10021

S.S.# III 03 0593

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New York :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF New York :

BEFORE ME, the undersigned authority, on this day personally appeared Daniel G. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of July, 1987.

My Commission Expires: _____

ANDRE G. MAURICE
Notary Public, State of New York
No. 31-4658954
Qualified in New York County
Commission Expires March 30, 1989

Andre G. Maurice
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Becky Weeks

Date 5-26-87

EDITH IVIE

By Edith Ivie

Address Box 1043

Putnam, TX 76469

SS No. 449-80-0723

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:
COUNTY OF Callahan:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Edith Jane, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 12-28-89

William Rutherford - Lavern Rutherford
Notary Public in and for said County and State,
Residing at Fort Worth, TX

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Gousser H. Weeks

Date 5-26-87

ANNIE M. DONAWAY

By Annie M. Donaway

Address Box 874 1058

Putnam, TX 76469

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Illinois:

COUNTY OF Willard

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Annie M. Conway, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 12-28-89

Laverne R. Rothermel
Notary Public in and for said County and State,
Residing at Litton, Ill.

STATE OF _____:

COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

Unit Tract Nos. 5, 21, 25,
26 & 28

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

J. M. WELBORN

Louise Lunn
Date May 26, 1987

By JM Welborn
Address First Natl Pioneer Bldg.
1500 Broadway, Suite 1212
Lubbock, TX 79401

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF T E X A S :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF L U B B O C K

BEFORE ME, the undersigned authority, on this day personally appeared J. M. WELBORN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 7/31/88

Lorene Cunningham
Notary Public in and for said County and State,
Residing at Lubbock, Texas
(Lorene Cunningham)

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROBERT L. RORSCHACH

By Robert L. Rorschach

Date 5-28-87

Address 320 S. Boston Ave., Suite 708 1108

Tulsa, OK 74103

Tax ID#73-0191920

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF OKLAHOMA :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TULSA :

Robert L.

BEFORE ME, the undersigned authority, on this day personally appeared Rorschach, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: My Commission Expires August 10, 1987
BONNIE L. TAVALLALI
Suite 1108 -320 S. Boston Tulsa, Okla.

Bonnie L. Tavallali
Notary Public in and for said County and State,
Residing at Tulsa, Oklahoma

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 22nd day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MICHAEL W. CRAIN

By

Michael W. Crain

Address 3625 Centenary Drive

Dallas, TX 75225

450-64-4282

Date May 27, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Dallas :

BEFORE ME, the undersigned authority, on this day personally appeared Michael W. Crain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: 1-31-89

Virginia L. Petersen
Notary Public in and for said County and State,
Residing at Dallas, Texas
VIRGINIA L. PETERSEN, Notary Public

~~in and for State of Texas~~
My Commission Expires Jan 31, 1989

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date 5/27/87

HAYDEN M. MOBERLY

By Hayden M. Moberly
Address 7106 McKamy Boulevard

Dallas, TX 75248

549.42.7986

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Dallas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Hayden M. Moseley known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 3-27-89

Donna L. Moore
Notary Public in and for said County and State,
Residing at 7203 Age St.

Dallas Tx. 75248

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

EDITH MINNIE HARSIN

Edith Minnie Harsin

By Edith Minnie Harsin

Date 5-28-87

Address 15713 Osage Ave.

Lawndale, CA 90260

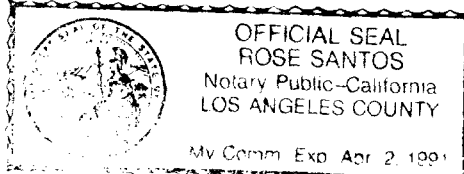
525-50-4726

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California :

COUNTY OF Los Angeles :

SS.



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Edith Minnie Harsin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: April 2, 1991

Rose Santos
Notary Public in and for said County and State,
Residing at Torrance, CA

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

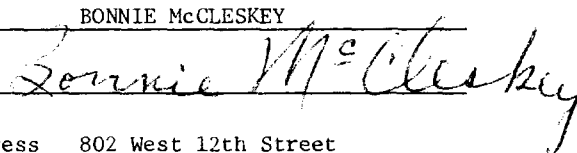
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BONNIE McCLESKEY

By



Address 802 West 12th Street

Cisco, TX 76437

460-12-5356

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

COUNTY OF Eastland SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bonnie McCleskey known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of May, 1987.

My Commission Expires: 10-18-90

Vonda Anderson VONDA ANDERSON
Notary Public in and for said County and State,
Residing at Cisco, Texas

STATE OF _____ :

COUNTY OF _____ SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

COUNTY OF _____ SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Jane A. Shaw
Date May 26, 1987

GROVER G. STEPHENS
By _____

Address 7304 Good Samaritan Court, #101

El Paso, TX 79912

SS# 459 76 9612

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF El Paso :

BEFORE ME, the undersigned authority, on this day personally appeared GROVER C. STEPHENS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 12/31/88

[Signature]
Notary Public in and for said County and State,
Residing at Fabens, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MAXINE B. LOMBARD

By

Maxine B. Lombard

Date 5-27-87.

Address 3980 Eighth Avenue #220

San Diego, CA 92103

SS #456-26-5635

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF San Diego :

BEFORE ME, the undersigned authority, on this day personally appeared Margaret Ann Ellison known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

MARGARET - ANN ELLISON

Notary Public California

PRINCIPAL OFFICE IN
SAN DIEGO COUNTY

My Commission Exp. Dec. 11 1989

Margaret Ann Ellison
Notary Public in and for said County and State,
Residing at San Diego

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rhylene Bates
Date 5/26/87

E. L. COOPER

By *E. L. Cooper*

Address 2620 Princeton Drive

Durham, NC 27707

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NORTH CAROLINA
COUNTY OF DURHAM:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared E. L. COOPER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of MAY, 1987.

My Commission Expires: July 16, 1990

Beverly A. Dillen
Notary Public in and for said County and State,
Residing at 108 Lock Leonard Cir, Cary, NC

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LEONA L. STAGNER

By Leona L. Stagner

Date _____

Address 1605 Live Oak

Carlsbad, NM 88220

585-03-7606

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Sandoval:

BEFORE ME, the undersigned authority, on this day personally appeared Leah Stegner known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: July 29, 1987

Betty White
Notary Public in and for said County and State,
Residing at Carlsbad, NM

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Maria Alcantar
Date May 27 1987

SANDRA CHASKIN
By Sandra Chaskin
Address 4951 Glenmeadow
Houston, TX 77096
S.S. #460-78-5848

STATE OF Texas :
COUNTY OF Harris :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Landra Chaskin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 4-28-88

Ralph J. Goldstein
Notary Public in and for said County and State,
Residing at Houston, Texas

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Cheryl Fields
Date May 26, 1987

ROBERT C. PRATER

By Robert C. Prater

Address Box 1135

Hobbs, NM 88240

SS# 525-41-2433

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Santa Fe:

BEFORE ME, the undersigned authority, on this day personally appeared Robert C. Prater, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: July 31, 1990

Cheryl Fields
Notary Public in and for said County and State,
Residing at 1839 Brazos, Hobbs NM 88240

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Cindy Roberts
Date 5-26-87

JOE F. TAYLOR
By [Signature]
Address 3002 Brentwood

Amarillo, TX 79106
458-62-7251

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :


SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Potter :

BEFORE ME, the undersigned authority, on this day personally appeared Joe J. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 3/16/89
 Notary Public, State of Texas
My Commission Expires 3-16-89

Cindy Roberts
Notary Public in and for said County and State,
Residing at 6710 Duval Amarillo, Tx

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

JULE L. DANIELS

By *Jule L. Daniels*

Address 2409 Wooded Acres

Waco, TX 76710

SSN: 455-76-5136

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF McLennan :

BEFORE ME, the undersigned authority, on this day personally appeared Jule L. Daniels, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 11-6-89

Vicki Halbert
Notary Public in and for said County and State,
Residing at 4901 Bosque Blvd. Waco, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date 5-20-87

Date _____

ETHEL E. AND MARK W. ROGERSBy Ethel E. Rogers
Mark W. RogersAddress Maria Manor, Apt. M-3
4158 Tamiami TrailCharlotte Harbor, FL 33952273-17-4506

By _____

Address _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared Marie Rogers and Mark Rogers, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of May, 1987.

My Commission Expires: 6-28-90

Paul D. Doolan

Notary Public in and for said County and State,
Residing at 4377 Tammam Trail

Cape Little Harbor, FL 33051

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date May 27 1987

WALTER ROBERT CRAIN

By

Walter Robert Crain

Address Thanksgiving Tower, Suite 960
Box 50

Dallas, TX 75201

No. 461-56-2402

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Dallas :

BEFORE ME, the undersigned authority, on this day personally appeared Arthur K. Amin known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: April 1, 1990

Denise Washington
Notary Public in and for said County and State,
Residing at Dallas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

F. M. STEPHENS, JR.

By F. M. Stephens Jr.

Address _____ Route 1 _____

Paden, OK 74860

525-50-5413

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Oklahoma:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lincoln:

BEFORE ME, the undersigned authority, on this day personally appeared F. J. Stephens Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of May, 1987.

My Commission Expires: 2 30 87

Theresa F. Bartos
Notary Public in and for said County and State,
Residing at Prague, OK

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date May 20, 1987

HUNTER OIL CORPORATION

By *[Signature]*
Fattilou P. Dawkins, President
Address 2020 Civic Circle

Amarillo, TX 79109

75-1133-64

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF ECTOR:

BEFORE ME, the undersigned authority, on this day personally appeared Pattilou P. Dawkins, known to me to be the person who executed the foregoing instrument as President of Hunter Oil Corporation, a Texas corporation, and acknowledged to me that ~~he~~ (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 7-19-88

L. Z. Croy

Notary Public in and for said County and State,
Residing at 4629 S. Hayden, Amarillo, TX 79110

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26TH day of MAY, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Carol Payne

Date 5-26-87

RAYMOND J. O'CONNOR, JR.

By

Raymond J. O'Connor

Address 400 Jefferson, Apt. 103

Springfield, IL 62701

341-26-2788

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF ILLINOIS:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF SANGAMON:

BEFORE ME, the undersigned authority, on this day personally appeared Raymond J. C'Gomes Jr known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 6-26-88

Patricia J. Delgrosso
Notary Public in and for said County and State,
Residing at RR 1, Boone, IL.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

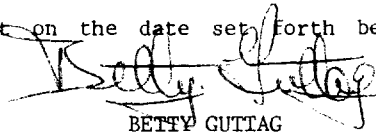
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____


BETTY GUTTAG

By _____

Address 16 Sutton Place

New York, NY 10022

102-20-9063

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New York :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF New York :

BEFORE ME, the undersigned authority, on this day personally appeared Betty Buttal, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

KATHERINE WHITTAKER
My Commission Expires: NOTARY PUBLIC, State of New York
No. 4840031
Qualified in Suffolk County
Commission Expires July 31, 1989

Katherine Whittaker
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 14 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LUCILLE EVANS

By Lucille Evans

Date 5/27/87

Address 1117 North Sixteenth Street

Abilene, TX 79601

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS. 454-44-7662

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TAYLOR :

BEFORE ME, the undersigned authority, on this day personally appeared LUCILLE EVANS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of MAY, 1987.

My Commission Expires: 3-1-90

Tonya Matlock TONYA MATLOCK
Notary Public in and for said County and State,
Residing at 4017 CRAIG
ABILENE, TEXAS 79606

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

KATIE L. STORM

Gene Bigham

By *Katie L Storm*

Date 5/26/87

Address 8620 B MEMPHIS

Lubbock, TX 79423

SS 453-22-0805

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Katie L. Storm, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 5/27/87

Katie L. Storm

Notary Public in and for said County and State,
Residing at 8008 Slide Rd., Lubbock, Texas 79424

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of MAY, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

MARTHA RIPS

By

Address 122 Bartlett

San Antonio, TX 78209

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

COUNTY OF Brewer :

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Martha Rife, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 1-4-89

Glenn J. Voss
Notary Public in and for said County and State,
Residing at 8607 Jones Maltchager
247

STATE OF _____ :

SS.

COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

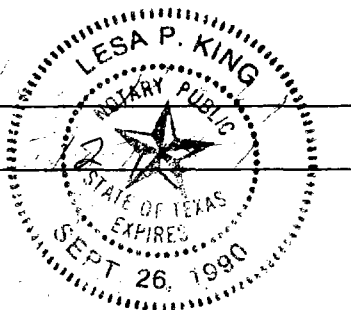
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date



CHARLES DOYLE CRAIN

By

Charles Doyle Crain 5/27/87

Address 3207 Park Hills Drive

Austin, TX 78746

SOC SEC# 459-74 1939

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

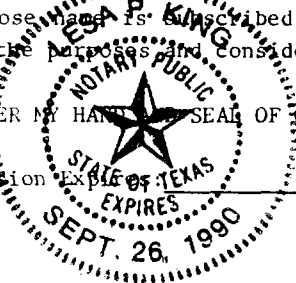
COUNTY OF Tarrant:

BEFORE ME, the undersigned authority, on this day personally appeared Charles R. King, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of May, 1987.

My Commission Expires: _____

Charles R. King
Notary Public in and for said County and State,
Residing at 1011 W. 14th St., Ft. Worth, Texas



STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

JOHN J. CHRISTMANN

By



Address First Natl Bank Bldg, Suite 800
1500 Broadway

Lubbock, TX 79401

520 - 01 - 9822

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Liberty :

BEFORE ME, the undersigned authority, on this day personally appeared John J. Christy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~or she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: 5/10/91

Sharon Wells SHARON WELLS
Notary Public in and for said County and State,
Residing at 1500 Broadway, Suite 100
Liberty, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HOMER HERRING

Holma Herring

By X Homer Herring

Date 5-28-87

Address Route 21, Box 428A

Tyler, TX 75709

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Tex:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Smith:

BEFORE ME, the undersigned authority, on this day personally appeared Norma Henry known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of May, 1987

My Commission Expires: 10-17-88

Robert Cooper
Notary Public in and for said County and State,
Residing at PO Box 7778 Glen Rose, Tex

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date May 26 1987

PEARLIE HOPKINS

By *Pearlie Hopkins*

Address 1902 White

Killeen, TX 76541

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Seal :

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Rogers, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of June, 1987.

My Commission Expires: 11-1-89

Theresa E. Lutton
Notary Public in and for said County and State,
Residing at 304 S. Main

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

5-27-87

CATHERINE J. NERWICK

Address 9604 Morrow Road NE

Albuquerque, NM 87112

298-14-0009

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bernalillo :

BEFORE ME, the undersigned authority, on this day personally appeared Catherine J. Newrick me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: February 3, 1990

[Signature]
Notary Public in and for said County and State,
Residing at Albuquerque, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

RICHARD A. BLACKMAR

By

Address 1907 Adams Drive

Roswell, NM 88201

525-10-6487

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Richard A Blackman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: Sept 19 1988

Maria L. Lucero
Notary Public in and for said County and State,
Residing at Chaves, New Mexico

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of April, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Wm. H. Moore
Date 6-1-87

PIERRE D. PHILLIPS TRUST NO. 1 UNDER
DECLARATION OF TRUST DATED 6/25/82

By *Pierre D. Phillips*
Address 5634 Camino to Herminia
P.O. Box 700034
Tulsa, OK 74170 La Solla-Ca-
92037

Sec. Sec. # 440-20-3457

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California
COUNTY OF San Diego:

SS.

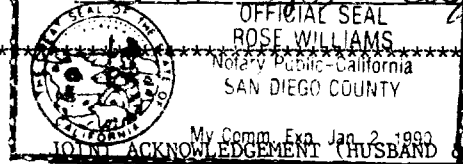
INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Pierre D. Phillips known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987

My Commission Expires: 1/2/90

Rose Williams
Notary Public in and for said County and State,
Residing at San Diego, Calif



STATE OF _____:

SS.

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

COUNTY OF _____:

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JAMES T. COPPEDGE

By

James T. Coppedge 6/1/87

Address 79 West Morgan

Spencer, IN 47460

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Indiana:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Monroe:

BEFORE ME, the undersigned authority, on this day personally appeared James Coppedge, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of June, 1987.

My Commission Expires: _____
SARAH SUE SQUERS
NOTARY PUBLIC STATE OF INDIANA
MONROE CO.
MY COMMISSION EXP. NOV 27, 1988
ISSUED THRU INDIANA NOTARY 10668

Sarah Sue Sanders
Notary Public in and for said County and State,
Residing at Monroe Ind.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CURTIS WAYNE HOLDEN

Curtis W. Holden

By _____

Date 454-56-7041
5-29-87

Address 11805 PRADO DEL SOL
309 Gorman
EL PASO, TEXAS 79936
Belen, NM 87002

454-56 7041

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF ELLISO :

BEFORE ME, the undersigned authority, on this day personally appeared Curtis W. Holden, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of MAY, 1987.

My Commission Expires: 5/19/90

Mano Reyes
Notary Public in and for said County and State,
Residing at Elliso, Tex.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date July 27, 1987

Date _____

EDITH G. AND A. WALTER SOCOLOW, TRUSTEES

By *Edith G. Socolow*

Address 45 East 82nd Street

New York, NY 10028

By *A. Walter Socolow*

Address _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Albany :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Schoharie :

BEFORE ME, the undersigned authority, on this day personally appeared EVERY G. R. W. S. O. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17 day of May, 1987.

My Commission Expires: SOI V. SLOTNIK
Notary Public, State of New York
No. 31-4627224
Qualified in New York County
Commission Expires March 30, 1994

SOI V. SLOTNIK
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Cora M. Reese
Date 5-27-87

CORA M. REESE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires June 23, 1997

JOHN SIMPSON
By John Simpson
Address 877 Redfern Avenue

Akron, OH 44314

277-20-7082

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Ohio :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Summit :

BEFORE ME, the undersigned authority, on this day personally appeared John Simpson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: June 23 1987

Cora M. Heese
Notary Public in and for said County and State,
Residing at 4181 Wadsworth Rd.

CORA M. HEESE, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires June 23, 1987

Wadsworth Ohio 44203

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CHARLES D. SANDS

By

Charles D. Sands

Date

Address P. O. Box 314

Elephant Butte, NM 87935

524-03-2668

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF NEW MEXICO :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF SIERRA :

BEFORE ME, the undersigned authority, on this day personally appeared Charles D. Sands, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 9-22-89

Thomas E. Miller
Notary Public in and for said County and State,
Residing at 702 E. 11th

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

ELLIE SPEAR
By *Ellie Spear*
Address 603 Seco Drive

Hobbs, NM 88240

STATE OF NEW MEXICO :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LEA :

BEFORE ME, the undersigned authority, on this day personally appeared Ellie Spear, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of May, 1987.

My Commission Expires: April 13, 1989

Marjorie M. Ray,
Notary Public in and for said County and State,

Residing at 1630 Dartmouth Court
Hobbs, NM 88240

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HARRY CAMPBELL, JR.

Robert S. Carlson

By Harry Campbell, Jr.

Date 6/1/87

Address 708 Arrowhead Circle

Garland, TX 75043

55 447-03-2675

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Ill.:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF DeKalb:

BEFORE ME, the undersigned authority, on this day personally appeared James Campbell Jr. known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of June, 1987.

My Commission Expires: 4-26-92

Richard L. White
Notary Public in and for said County and State,
Residing at DeKalb, Ill.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BY: Diane Henderson
Diane Henderson, Adm Asst
Date May 27, 1987

UNITED NEW MEXICO TRUST COMPANY, TRUSTEE
OF THE ALLIE M. LEE TRUST

By Dixie D. Edwards
Dixie D. Edwards, Trust Officer
Address P. O. Box 1977

Roswell, NM 88201

TAX ID NO. 85-6014142

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF NEW MEXICO:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF CHAVES:

BEFORE ME, the undersigned authority, on this day personally appeared Dixie D. Edwards, known to me to be the person who executed the foregoing instrument as Trust Officer of United NM Trust Co., a New Mexico corporation, and acknowledged to me that ~~he~~(~~she~~) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 2-4-91

Patsy Feiler

Notary Public in and for said County and State,
Residing at Roswell, New Mexico

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of April, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

PIERRE D. PHILLIPS

By

Address

~~XXXXXX~~ Box 708094
5634 Caminito
~~XXXXXX~~ 74170X

LaJolla, CA 92037

Soc. Sec. #440 20 3457

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California
COUNTY OF San Diego:

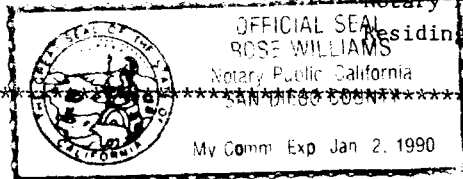
SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Pierre D. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: 1/2/90



Rose Williams
Notary Public in and for said County and State,
Residing at San Diego, CA

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 24 day of April, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Jeanell Benson Pula
Date May 29, 1987

DIXIE BENNETT

By *Dixie Bennett*

Address 5600 Oakmont Lane

Fort Worth, TX 76112

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TARRANT :

BEFORE ME, the undersigned authority, on this day personally appeared Jixie Bennett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of MAY, 1987.

My Commission Expires: 2-3-90

Jeanell Beason Puh
Notary Public in and for said County and State,
Residing at Tarrant County

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MYRTLE PFILE

By Myrtle PfileDate 1 June '87Address Box 18741

Oklahoma City, OK 73154

Sec. 20 #444468 8825

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF OKLA:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Jefferson:

BEFORE ME, the undersigned authority, on this day personally appeared Myrtle Hile, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of June, 1987.

My Commission Expires: Jan 24, 1990

James Smith
Notary Public in and for said County and State,
Residing at Norman, OK

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

L. M. DUNCAN .

[Signature]

By L. M. Duncan (L.M.)

Date 6/1/87

Address 3404 37th 4002-18th ST #10-B

Lubbock, TX 79413 79416

S. S. #465-60-8761

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LUBBOCK:

a/k/a Lula Moss Duncan,

BEFORE ME, the undersigned authority, on this day personally appeared L. M. Duncan,, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: 10/27/89

Guinea Knight
Notary Public in and for said County and State,
Residing at 5708 78th, Lubbock, TX 79424

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FLORENCE LOUISE WOODS

By

Date

Address 224 E. ~~WALK~~ Yucca Dr.

Hobbs, NM 88240

S.S.No. 525-50-5604

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lea :

BEFORE ME, the undersigned authority, on this day personally appeared Florence Louise Woods, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: 5/24/89

E. Chatham

Notary Public in and for said County and State,
Residing at 1208 Grayson, Hobbs, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of March, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

THORN T. WILMETH

By

Thorn T. Wilmeth

Date

Address P. O. Box 298

Ralls, TX 79357

454-64-9539

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Thorn T W Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 12-27-88

Kathy Rice
Notary Public in and for said County and State,
Residing at Lubbock, Tx

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Cora M. Reese

Date 5-27-87

PATRICIA J. SIMPSON

By Patricia J. Simpson

Address 877 Redfern Avenue

Akron, OH 44314

CORA M. REESE, Notary Public
Not Public - Summit County
Statewide Jurisdiction, Ohio
My Commission Expires June 23, 1987

512-21-4430

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Ohio:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Summit:

BEFORE ME, the undersigned authority, on this day personally appeared Patricia J. [unclear], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

CORA M. REESE, Notary Public

Residence - Summit County

State Wide Jurisdiction, Ohio

My Commission Expires June 23, 1987

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: June 23, 1987

Cora M. Reese
Notary Public in and for said County and State,

Residing at 4181 Wadsworth Rd

North Olmsted, Ohio 44133

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HOWELL SPEAR

By

Date

Address Box 206

STATE OF MISSISSIPPI)
COUNTY OF STONE)

The foregoing instrument was acknowledged before me this
day of MAY 22 1987 by HOWELL SPEAR

Witness my hand and official seal.

Laura Johnson

Notary Public, Perkinston Ms.

39573

My commission expires: 11-1-90

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

PAT TURLAND

[Signature]

By [Signature]

Date 1-25-87

Address 1700 Hooten

Killeen, TX 76541

974 913 19-8731

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF BELL :

BEFORE ME, the undersigned authority, on this day personally appeared PAT TURKNO, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23RD day of JUNE, 1987.

My Commission Expires: 12-5-88

Patricia A. Helm
Notary Public in and for said County and State,
Residing at Killeen, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

ERNEST FRANCES BRADFELD ESTATE

By Julian W. Glass, Jr.
Julian W. Glass, Jr., Executor
Address P. O. Box 587

Nowata, OK 74048

I.D.#73-1278348

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF OKLAHOMA :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF NOWATA :

BEFORE ME, the undersigned authority, on this day personally appeared Julian W. Glass, Jr known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: January 11, 1988

Jama A. Arnold
Notary Public in and for said County and State,
Residing at Nowata, Oklahoma

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

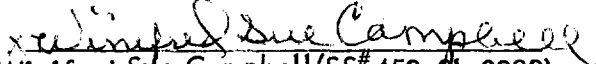
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____


Winifred Sue Campbell (SS# 453-31-0283)
(Spouse, Samuel H. Campbell, Deceased)

Address 1717 Norfolk, #3301

Lubbock, TX 79416

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LUBBOCK :

Winfred Sue Campbell

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of June, 1987.

My Commission Expires: 5-9-90

Rhonda Bee Collins Lubbock, Texas
Notary Public in and for said County and State,
Residing at 1717 Norfolk, Lubbock

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23 day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

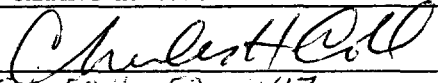
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CHARLES H. COLL

By


SS# 524-52-1187

Address Box 1818

Roswell, NM 88201

Date

23 JUNE 87

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Charles H. Cole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of June, 1987.

My Commission Expires: 8-11-90

Kayla A. Pratt
Notary Public in and for said County and State,
Residing at Rt. 4 Box 211A

Roswell, N.M. 88201

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23 day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date June 23, 1987

By JON F. COLL
JS# 336-34-1681
Address Box 1818
Roswell, NM 88201

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Jon F. Coll, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of June, 1987.

My Commission Expires: 3-11-90

Kayla C. Pratt
Notary Public in and for said County and State,
Residing at Rt. 4 Box 211A

Roswell, N.M. 88201

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

SS.

COUNTY OF LEA:

ATTEST:

GEORGE EAGER

By

Address 810 N. Coddington

Lincoln, NE 68528

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Utah :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Carbon :

BEFORE ME, the undersigned authority, on this day personally appeared George Eager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of June, 1987.

My Commission Expires: 3-4-91

Jeanette Strong
Notary Public in and for said County and State,
Residing at Price, UT

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date 6-29-87

ROY G. BARTON, JR.
By [Signature]
Address P. O. Box 978
Hobbs, NM 88240

525-90-8703

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lea :

BEFORE ME, the undersigned authority, on this day personally appeared Roy G. Barton, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~or she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of June, 1987.

My Commission Expires: 1-14-89

Joan Reynolds
Notary Public in and for said County and State,
Residing at Hobbs, New Mexico

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROY G. BARTON, JR., TRUSTEE OF
ROY G. BARTON, SR. AND
OPAL BARTON REVOCABLE TRUST,

By

Date 6-29-87

Address Box 978

Hobbs, NM 88240

55-60905011

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico

SS.

COUNTY OF Lea:

INDIVIDUAL ACKNOWLEDGEMENT

Roy G. Barton, Jr., Trustee of the Roy
G. Barton, Sr. & Opal Barton Revocable

BEFORE ME, the undersigned authority, on this day personally appeared Trust, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of June, 1987.

My Commission Expires: 1-14-89

Jean Remond
Notary Public in and for said County and State,
Residing at Hobbs, New Mexico

STATE OF _____:

SS.

COUNTY OF _____:

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

COUNTY OF _____:

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Barbara Webb

Date June 26, 1987

MILLER DANIEL

By Miller Daniel

Address P. O. Box 3728

Lubbock, TX 79452

SS#455-22-5810

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Miller Daniel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of June, 1987.

My Commission Expires: 5-13-89

Barbara Webb Barbara Webb
Notary Public in and for said County and State,
Residing at 4936 47th St., Lubbock, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
-Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Charles R. Hagan

Date 5/23/87

MARGARET HANNIFIN VOELKER

By Margaret Hannifin Voelker

Address 1261 St. Tropez Cr.

Box 28

Orlando, FL 32806

585-54-8589

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Florida
COUNTY OF Orange SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Harold Lee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 33rd day of May, 1987.

My Commission Expires: State of Florida at Large
Notary Public, December 11, 1990
My Commission Expires December 11, 1990
Bonded thru Huckleberry & Associates

Michelle E. Hall
Notary Public in and for said County and State,
Residing at Orlando, Florida

STATE OF _____: _____
COUNTY OF _____: _____ SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____: _____
COUNTY OF _____: _____ SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 28th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Wayne A. Hoover

Date May 28, 1987

JOHNSON ENTERPRISES LIMITED PARTNERSHIP

By Patricia L. Johnson

Address P. O. Box 1713

Roswell, NM 88202

ID# 85-0275441

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Patricia J. Cooper, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: June 6, 1988

[Signature]
Notary Public in and for said County and State,
Residing at 102 S. Wash., Roswell, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 20th day of April, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JUANELLE G. WILMETH DALDAL

By Juanelle G. Wilmeth Daldal

Date April 29, 1987

Address 87 Pine Oaks Road

Oroville, CA 95965

570-38-0297

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF BUTTE:

SUNNELLE G.

BEFORE ME, the undersigned authority, on this day personally appeared WILMETHA DALDAL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~he~~ (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of JUNE, 1987.

My Commission Expires: JUNE 1, 1990



Janet G. Fiore Tennant
Notary Public in and for said County and State,
Residing at OROVILLE, CALIFORNIA

STATE OF _____: 2767 Olive Highway, Oroville, CA
SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

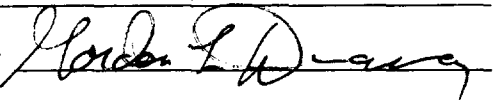
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

GORDON DONAWAY

By



Address P. O. Box 4635

El Paso, TX 79914

Date _____

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date June 30, 1987

PATRICIA CRAIN

By 

Address 901 S. Coit, No. 1043

Richardson, TX 75080

SS# 461 56 8429

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Illinois :
COUNTY OF Franklin :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared William (or his) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 1987.

My Commission Expires: 1-2-91

James H. Reed
Notary Public in and for said County and State,
Residing at 511 Preston Valley Road

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

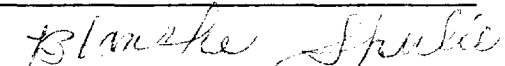
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date 7/12/87

BLANCHE SHULIE

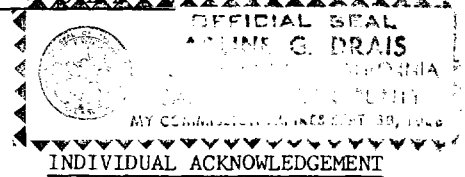
By 

Address 160 E. Fargo St.

Stockton, CA 95204

SS, 553-16-4293

TO BE COMPLETED BY NOTARY PUBLIC



STATE OF California :

SS.

COUNTY OF San Joaquin

BEFORE ME, the undersigned authority, on this day personally appeared Blanche Shulie, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1987.

My Commission Expires: Sept. 30, 1988

Arlene G. Drais
Notary Public in and for said County and State,
Residing at 5 West Yokuts Ave. Stkn. Ca. 95207

STATE OF _____ :

SS.

COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

585-26 7/133
HELEN JANE CHRISTMAS BARBY

By Helen Jane Christmas Barby

Address P. O. Box 2767

Edmond, OK 73083

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Oklahoma :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Oklahoma :

BEFORE ME, the undersigned authority, on this day personally appeared Helen Jane Christmas Barby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 1987.

My Commission Expires: May 6, 1991

Michelle May
Notary Public in and for said County and State,
Residing at Edmond, OK

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

TANDY SUEANN WILMETH

By *Sandy Sueann Wilmeth*

Date _____

Address 1163 E. 25th Street

San Angelo, TX 76903

S.S. # 452 - 68 - 5P39

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TOM GREEN :

TANDY SUEANN

BEFORE ME, the undersigned authority, on this day personally appeared WILMETH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 1987.

My Commission Expires: 3-25-88

TONNIE DORRIS, Notary Public
For the STATE OF TEXAS
My Commission Expires 3-25-88

Notary Public in and for said County and State,
Residing at San Angelo, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

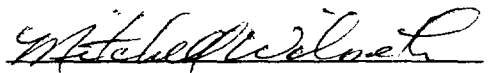
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MITCHELL WILMETH

By



Date

6-30-87

Address

1163 E. 25th St.

San Angelo, TX 76903

S.S.# 458-924930

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

COUNTY OF TOM GREEN : SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared MITCHELL WILMETH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 1987.

My Commission Expires: 3-25-88

TONNIE DORRIS, Notary Public
For the STATE OF TEXAS
My Commission Expires 3-25-88

Tonnie Dorris
Notary Public in and for said County and State,
Residing at San Angelo, Texas

STATE OF _____ :

COUNTY OF _____ : SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

COUNTY OF _____ : SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MAUDE M. HOOKER LeFLORE

Lea County

By Maude M Hooker LeFlore

Date June 30 1987

Address 6449 Lontos

Dallas, TX 75214

1100 Addison
13 SUNDOWN TRAIL, STAR HARBOR
MIA A KOFF
TX - 75148
S.S. 451-56-2701

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Kyao :
COUNTY OF Henderson SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Maudie M. Hooker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of June, 1987.

My Commission Expires: 12-31-90

Berkley L. Hargrove
Notary Public in and for said County and State,
Residing at 209 Woodland, Athens

STATE OF _____ :
COUNTY OF _____ : SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ : SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

Unit Tract No. 5

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date June 29 - 87

RICHARD C. BENNETT

By Richard C. Bennett

Address 5017 Circle Ridge Dr.

Fort Worth, TX 76114

SS/AB 466-05-2190

STATE OF Illinois :
COUNTY OF Tarrant : SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Richard M. Smith known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, 1987.

My Commission Expires: July 87

William D. Taylor
Notary Public in and for said County and State,
Residing at 2428 Terrace Trail
Fort Worth, Texas

STATE OF _____ :
COUNTY OF _____ : SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ : SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

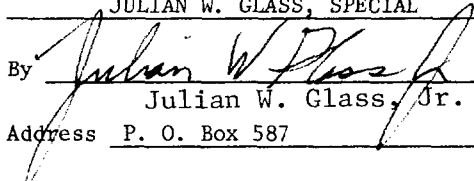
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

JULIAN W. GLASS, SPECIAL
By 
Julian W. Glass, Jr.
Address P. O. Box 587
Nowata, OK 74048

I.D.# 73-0609090

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Oklahoma :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Nowata :

BEFORE ME, the undersigned authority, on this day personally appeared Julian W. Glass, Jr known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: January 11, 1988

James A. Arnold
Notary Public in and for said County and State,
Residing at Nowata, Oklahoma

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

JULIAN W. GLASS, JR., EXECUTOR OF
EVA PAYNE GLASS ESTATE

By 
Julian W. Glass, Jr., Executor

Address P. O. Box 587

Nowata, OK 74048

I.D.# 73-6206805

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Oklahoma :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Nowata :

BEFORE ME, the undersigned authority, on this day personally appeared Julian W. Glass, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: January 11, 1988

James A. Arnold
Notary Public in and for said County and State,
Residing at Nowata, Oklahoma

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

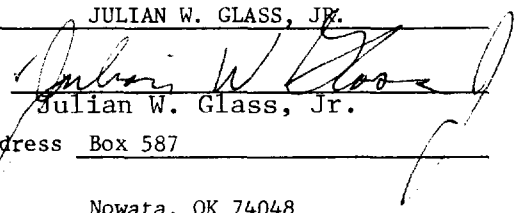
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:

Date _____

JULIAN W. GLASS, JR.

By


Julian W. Glass, Jr.

Address Box 587

Nowata, OK 74048

S.S:#445-10-7392

STATE OF Oklahoma :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Nowata :

BEFORE ME, the undersigned authority, on this day personally appeared Julian W. Glass, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: January 11, 1988

James A. Arnold
Notary Public in and for said County and State,
Residing at Nowata, Oklahoma

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

Unit Tract No. 14

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 8th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

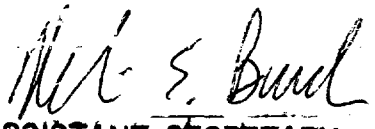
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


ASSISTANT SECRETARY
Date 7/8/87

Liberty

~~XXXXXX~~ NATIONAL BANK & TRUST CO.

OKLAHOMA CITY TRUSTEE U/W

CHARLES PFIFE, DECEASED

By


PRESIDENT

Address P. O. Box 1216

Oklahoma City, OK 73102

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Oklahoma:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Oklahoma:

BEFORE ME, the undersigned authority, on this day personally appeared CHRIS BUCK, known to me to be the person who executed the foregoing instrument as VICE President of Liberty National Bank, a Oklahoma corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of JULY, 1987.

My Commission Expires: SEP 13, 1990

[Signature]
Notary Public in and for said County and State,
Residing at OKLAHOMA, OK

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29th day of MAY, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

E. Ann Pugh, Vice Pres.

Date 5-29-87

[Signature]

Date 5-29-87

FIRST NATIONAL BANK, SUCCESSOR CO-TRUSTEE
& JERRY D. JONES, CO-TRUSTEE OF
SANDRA DODD TRUSTS

By [Signature] asst. T.O.

Address P. O. Box 1626

Levelland, TX 79336

By [Signature]

Address 1702 31st

Levelland, TX

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Hockley :

BEFORE ME, the undersigned authority, on this day personally appeared Jerry D. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 2-29-89

MY COMMISSION EXPIRES

Shirley Pigg
Notary Public in and for said County and State,

Residing at First National Bank

Greensland, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF Texas :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Hockley :

BEFORE ME, the undersigned authority, on this day personally appeared Dora Kinner, known to me to be the person who executed the foregoing instrument as Asst. Mgr. of First National Bank a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 2-29-89

MY COMMISSION EXPIRES

Shirley Pigg
Notary Public in and for said County and State,

Residing at First National Bank

Greensland, Texas

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FIRST NATIONAL BANK, SUCCESSOR
CO-TRUSTEE & JERRY D. JONES
CO-TRUSTEE OF BELINDA JONES TRUST

By *Rosa Pizarro* Asst. T.O.

Address P. O. Box 1626

Levelland, TX 79336

By *[Signature]*

Address 1702-31st

Sublet Tulsa

Edna Pugh, Vice Pres.

Date 5-29-87

Rosa Pizarro

Date 5/29/87

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Hockley :

BEFORE ME, the undersigned authority, on this day personally appeared Jerry D. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: _____

SHIRLEY FIGG
MY COMMISSION EXPIRES _____

Shirley Figg
Notary Public in and for said County and State,
Residing at First National Bank

Diamond, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Hockley :

BEFORE ME, the undersigned authority, on this day personally appeared Dora King, known to me to be the person who executed the foregoing instrument as Asst. Trust Officer of First National Bank a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of May, 1987.

My Commission Expires: _____

SHIRLEY FIGG
MY COMMISSION EXPIRES _____

Shirley Figg
Notary Public in and for said County and State,
Residing at First National Bank

Diamond, Texas

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FIRST NATIONAL BANK LUBBOCK, SUC TRUSTEE
OF BEULAH H. SIMMONS, TEST. TR. A
F/B/O JEAN S. SULLIVAN, TRUST DEPT.
ACCOUNT NO. 101-3033 I.D. # 85-6081644

By Steve Exter
Vice President (and Trust Officer)
Address P. O. Box 1241

Lubbock, TX 79408

Wanda Maimbourg
Wanda Maimbourg, Trust Officer
Date July 2, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

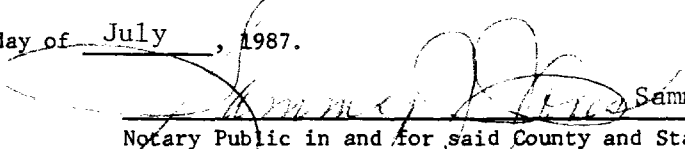
CORPORATE ACKNOWLEDGEMENT

COUNTY OF LUBBOCK:

BEFORE ME, the undersigned authority, on this day personally appeared Steve Exter, known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of First National Bank at Lubbock, a national banking association corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1987.

My Commission Expires: 09/18/89



Notary Public in and for said County and State,
Residing at 5203-40th St., Lubbock, Texas 79414

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FIRST NATIONAL BANK LUBBOCK, SUC TRUSTEE
OF J. E. SIMMONS TEST. TRUST A
F/B/O JEAN S. SULLIVAN, TRUST DEPT.
ACCOUNT NO. 101-3076 I.D. # 85-6081646

By Steve Exter
Vice President and Trust Officer
Address P. O. Box 1241

Lubbock, TX 79408

Wanda Maimbourg
Wanda Maimbourg, Trust Officer
Date July 2, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF LUBBOCK:

BEFORE ME, the undersigned authority, on this day personally appeared STEVE EXTER, known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of First National Bank at Lubbock, a national banking association incorporated in Texas, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1987.

My Commission Expires: 09/18/89

Sammy J. Jones

Notary Public in and for said County and State,
Residing at 5203-40th Street, Lubbock, Tx. 79414

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FIRST NATIONAL BANK LUBBOCK, SUC TRUSTEE
OF BEULAH H. SIMMONS TEST TR. B
F/B/O MARY JANE HAND, TRUST DEPT.
ACCOUNT 101-3068 I.D. #85-6081643

By Steve Exter Steve Exter
Vice President and Trust Officer
Address P. O. Box 1241

Lubbock, TX 79408

Wanda Maimbourg
Wanda Maimbourg, Trust Officer
Date July 2, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

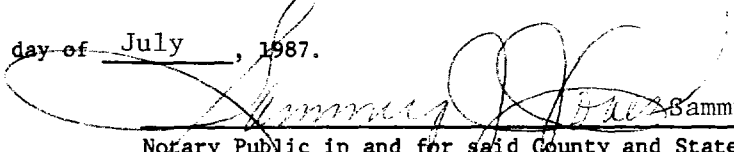
CORPORATE ACKNOWLEDGEMENT

COUNTY OF LUBBOCK:

BEFORE ME, the undersigned authority, on this day personally appeared Steve Exter, known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of First National Bank at Lubbock, a national banking association corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said banking association corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1987.

My Commission Expires: 09/18/89



Notary Public in and for said County and State,
Residing at 5203-40th Street, Lubbock, Texas 79414

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

DONALD TURLAND

By Donald Turland

Address 9331 Forest Lane, Apt. 1117

Dallas, TX 75243

#50-50-8033

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Dallas :

BEFORE ME, the undersigned authority, on this day personally appeared Donald T. Kaul, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this June day of June, 1987.

My Commission Expires: 12-18-90

Michael W. Kaul
Notary Public in and for said County and State,
Residing at Dallas County

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

THURMAN JONES, JR.

By

Date

Address 14829 SE Fairwood Blvd.

Renton, WA 98057

467-32-4253

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF San Diego:

BEFORE ME, the undersigned authority, on this day personally appeared James J. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 1987.

My Commission Expires: 2-2-89

James J. Smith
Notary Public in and for said County and State,
Residing at San Diego

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROBERT H. HANNIFIN

By

Robert H. Hannifin

Address P. O. Box 218

Midland, TX 79702

Date

June 3, 1987

SS # 525-40-4830

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Idaho :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Blaine :

BEFORE ME, the undersigned authority, on this day personally appeared Robert H. King, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of June, 1987.

My Commission Expires: SUE WATLINGTON

Notary Public, State of Texas
My Commission Expires Aug. 13, 19 89

Sue Watlington
Notary Public in and for said County and State,
Residing at Midland TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

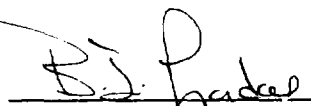
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

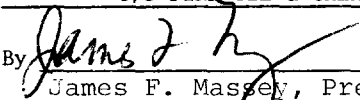
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HAMON OPERATING COMPANY
c/o FINE OIL & CHEMICAL CO.


B. J. Ladas, Assistant Secretary
Date June 1, 1987

By 
James F. Massey, President
Address P. O. Box 2159

Dallas, TX 75221

Tax I.D. #75-2036659

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, on this day personally appeared James F. Massey, known to me to be the person who executed the foregoing instrument as President of Hamon Operating Company, a Texas corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: October 15, 1988

Janet M. Mooty JANET M. MOOTY, Notary Public
In and for the State of Texas
Notary Public in and for said County and State,
Residing at 3718 Casa De Sol, Dallas, TX 75228

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MARY PATRICIA LADNER ROBERTSON

By Mary Patricia Ladner Robertson

Date _____

Address 1209 Canal Road R.D. 1

Princeton, NJ 08540

444-48-2079

June 3, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Jersey:
COUNTY OF Passaic:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Mary Katherine Wagner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of June, 1987.

My Commission Expires: KRISTINE FALANGA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 15, 1990

Kristine Falanga
Notary Public in and for said County and State,
Residing at Princeton, New Jersey

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

James C. Davis

Date 6-3-87

MONTE SUE DODD

By Monte Sue Dodd 6-3-87

Address 17314 48th Terr. So. Ct.

Independence, MO 64055

P.O. Box 50664
NASHVILLE, TN.
37205

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Tennessee :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Madison :

BEFORE ME, the undersigned authority, on this day personally appeared James A. Haddock, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1987.

My Commission Expires: _____

My Commission Expires May 13 1991

Sherry J. Robertson
Notary Public in and for said County and State,
Residing at Madison, Tennessee

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Patricia W. Ingadon

Date 6/5/87

SAM WOLFSON

By Sam Wolfson

Address 1999 Bryan St., Suite 3140

Dallas, TX 75201

Social Security #
453-52-6959

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Illinois :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF DeKalb :

BEFORE ME, the undersigned authority, on this day personally appeared Sam Wilson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of June, 1987.

My Commission Expires: Jan. 31, 1989

Patricia L. Newell
Notary Public in and for said County and State,
Residing at 1999 Bryant Street

DeKalb, IL 60211

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Ante Baule

Date June 9, 1987

H. W. BENISCHEK

By *H. W. Benischek*

Address 1216 Morningside Drive NE

Albuquerque, NM 87110

SS No, 525-12-2667

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bernalillo:

BEFORE ME, the undersigned authority, on this day personally appeared H.W. Benischek known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: 2-10-90

Antonia Garcia
Notary Public in and for said County and State,
Residing at Benquest National Bank

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date 5-1-87

JANE BLAIN BAKER

By [Signature]

Address 5200 Hilltop Drive N-4

Brookhaven, PA 19015

1-1-87-2001

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared John D. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: MARGARET FLASINSKI, NOTARY PUBLIC
PARKSIDE BOROUGH, DELAWARE COUNTY
MY COMMISSION EXPIRES NOV. 25, 1989
Member, Pennsylvania Association of Notaries

Margaret Flasiński
Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

VIOLET MALABY

By *Violet Malaby*

Date 5/27/87

Address 4571 Colver Rd.

Talent, OR 97540

546-30-5399

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Oregon :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Jackson :

BEFORE ME, the undersigned authority, on this day personally appeared Violet Malaby, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: _____



Notary Public in and for said County and State,
Residing at _____

STATE OF 12/11/88 :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

David S. Senter

Date 5-27-87

GERTRUDE REESE

By Gertrude Reese

Address Route 4

Cisco, TX 76437

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Collin :

BEFORE ME, the undersigned authority, on this day personally appeared Deirdre Rice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 12-30-90

Belinda Davis
Notary Public in and for said County and State,
Residing at Baird Texas

BEFORE ME

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MILDRED A. WRIGHT Trust #1

By

Mildred A Wright
Trustee

Address

P. O. Box 505

Farmington, NM 87401

Date

May 27, 1987

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF San Juan :

BEFORE ME, the undersigned authority, on this day personally appeared Mildred A. Wright, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: 1-9-90

Irvin Mordding
Notary Public in and for said County and State,
Residing at Farmington, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

TWILA GOODDING, TRUSTEE U/AGT &
DECLARATION TR., LUCKY WRIGHT ROYALTY
SNYDICATE TR RE-ESTABLISHED, DTD 12/1/78

By *Twila Goodding*
Address P. O. Box 505

Date 5-27-87

Farmington, NM 87401

85-6032739

Date _____

By _____

Address _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF San Juan :

Twila Goodding

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: 7-31-88

Mary S. Bacon
Notary Public in and for said County and State,
Residing at Farmington, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

SALLIE MAE WHITE

By Sallie Mae White

Address 3418 36th Street

Lubbock, TX 79413

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Sallie Mae White, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 7/31/88

Lorene Cunningham
Notary Public in and for said County and State,
Residing at Lubbock, Texas
(Lorene Cunningham)

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

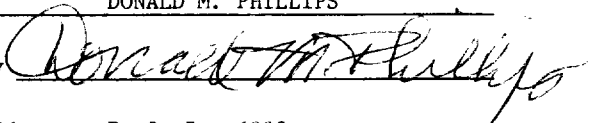
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:

Date _____

DONALD M. PHILLIPS

By



Address P. O. Box 6908

Albuquerque, NM 87940

1142-05-9397

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bernalillo :

BEFORE ME, the undersigned authority, on this day personally appeared Donald M. Phillips known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: 1991-12-89

Arda Irene Hernandez
Notary Public in and for said County and State,
Residing at Albuquerque, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

J. H. HERD

By

Date 5-28-87

Address Box 130

Midland, TX 79702

S.S. No. 520-10-3601

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF MIDLAND :

BEFORE ME, the undersigned authority, on this day personally appeared J. H. Herd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: 7-31-88



Viola F. Campbell

My Commission Expires 7-31-88

Viola F. Campbell
Notary Public in and for said County and State,
Residing at Midland, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

TERESA W. IRVIN

Margaret H. Saddle

By _____

Date 5/27/87

Address P. O. Box 13328

El Paso, TX 79913

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF El Paso :

BEFORE ME, the undersigned authority, on this day personally appeared Teresa W. Irvin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of May, 1987.

My Commission Expires: 8-8-89

Margaret A. Sedlo
Notary Public in and for said County and State,
Residing at El Paso, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

5/22/87

BEN F. WILLIAMS, JR.

By

Ben F. Williams, Jr.

Address

P. O. Drawer W

Douglas, AZ 85607

526-30-6362

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Arizona :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Cochise :

Jr.

BEFORE ME, the undersigned authority, on this day personally appeared Ben F. Williams known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of May, 1987.

My Commission Expires: April 08, 1991

Dorothy E. Leonard
Notary Public in and for said County and State,
Residing at Douglas, Arizona

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

Date _____

ALBERT LEE NEWSOM AND DORA B. NEWSOM,
TRS OF THE NEWSOM REVOCABLE LIVING TRUST

By Albert Lee Newsom

Address 3383-C Punta Alta

Laguna Hills, CA 92653

503-10-3496

By Dora B. Newsom

Address 3383C Punta Alta

Laguna Hills Ca 92653
SS 495-20-6894

STATE OF Illinois:

SS.

COUNTY OF Grange:

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Illinois:

SS.

COUNTY OF Grange:

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared Albert Lee Venson and Dora E. Venson, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of June, 1987.

My Commission Expires: Aug 11, 1990

Notary Public in and for said County and State,
Residing at 24032 McIlhenny St
El Paso, Ca. 92622



STATE OF _____:

SS.

COUNTY OF _____:

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 28th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Bob W. Harris

Date 5 - 28 - 87

JUANITA L. HARRIS

By Juanita L. Harris

Address 2125 North 20th

Abilene, TX 79603

454-44-8171

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Taylor :

BEFORE ME, the undersigned authority, on this day personally appeared Quanta L. Harris, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of May, 1987.

My Commission Expires: 6-16-90

James P. Pappas
Notary Public in and for said County and State,
Residing at Rt 1 Box 436B - Abilene, Tx 79601

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 4th day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

GEORGE F. SENNER, JR.

By George F. Senner Jr.

Date _____

Address 2849 West Myrtle

Phoenix, AZ 85021

P.O. Box 186
Jackville Arizona
85341

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Arizona :
COUNTY OF Pima :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

George F. Senner Jr.

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: May 31, 1990

Notary Public in and for said County and State,
Residing at Lukeville- Arizona

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 5th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

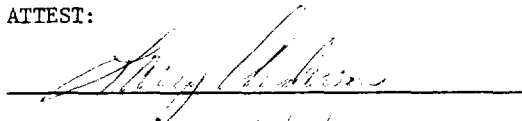
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

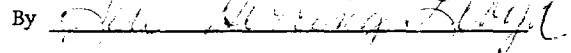
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:



Date 6/9/87

SUE HERRING LLOYD

By 

Address Star Route

Fluvanna, TX 79517

464-82-6762

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Brewer :

BEFORE ME, the undersigned authority, on this day personally appeared Sue H. Lloyd, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of June, 1987.

My Commission Expires: 7-3-88

Paula Schlegel
Notary Public in and for said County and State,
Residing at 3506 Felling

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

DAVIS A. COPPEDGE

By

Date

Address 466 Goodwin Drive

Richardson, TX 75081

448-50-9520

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris:

BEFORE ME, the undersigned authority, on this day personally appeared Wanda L. [unclear], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~or she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of June, 1987.

My Commission Expires: 10-4-87

Sharon L. [unclear]
Notary Public in and for said County and State,
Residing at Harris, TX

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Catherine Ruth Hamm d' Hemecourt

Date June 5, 1987

CATHERINE RUTH HAMM d' Hemecourt

By _____

Address D Hemecourt

Star Route 3, Box 751

HC 3 Box 751

New Braunfels, TX 78130 78132

s/s 450-30-2848

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Comal:

BEFORE ME, the undersigned authority, on this day personally appeared Catherine D. Henneault known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5 day of June, 1987.

My Commission Expires: 10-16-89

Susan Woodward
Notary Public in and for said County and State,
Residing at HC 3 Box 27-G Canyon Lake Tx

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CHERYL MARGARET CRAIN

By _____

Date _____

Address 7030 Meadow Creek Drive

Dallas, TX 75240

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2ND day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JUANELLE JONES DUNN

John H. Brown, Jr.

By Juanelle Jones Dunn

Date JUNE 2, 1987

Address 1120 Linda Vista Ave.

Napa, CA 94558

SS 525-62-4199

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF IMPERIAL:

BEFORE ME, the undersigned authority, on this day personally appeared BETHEL WILK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of JUNE, 1987.

My Commission Expires: MARCH 24, 1989

John Stewart
Notary Public in and for said County and State,
Residing at IMPERIAL CALIF

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

B. A. CHRISTMAS, JR.

Betty Mahannah

By

B. A. Christmas, Jr.

Date 6-3-87

Address Chico Route

Raton, NM 87740

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico
COUNTY OF Union: SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bachman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1987.

My Commission Expires: 8-14-89

Jeannie Montoya
Notary Public in and for said County and State,
Residing at 811 Maple St
Clayton N Mex 88415

STATE OF _____: SS.
COUNTY OF _____:

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____: SS.
COUNTY OF _____:

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date 1-1-87

JOHN RICHARD WILLIAMSON

By John Richard Williamson

Address 3406 Humphrey S.E. Street

Olympia, WA 98501

408-07-0040

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Washington
COUNTY OF Ingraham SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared JOHN RICHARD WILLIAMS me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of JUNE, 1987.

My Commission Expires: COMMISSION EXPIRES 6-6-90

Thomas M. Hill
Notary Public in and for said County and State,
Residing at Olympia

STATE OF _____:
COUNTY OF _____: SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____: SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ANN TURLAND

By Ann Turland

Date 5/24/87

Address 1700 Hooten

Killeen, TX 76541

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Bell :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Ann Ireland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: 9/13/89

Shirley Baird
Notary Public in and for said County and State,
Residing at Killeen Texas

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Ann Riviere

Date 6/5/87

Date June 3, 1987

MARGARET L. MAHON, INDIV. AND
INDEPENDENT EXECUTRIX OF THE
ESTATE OF D. D. MAHON

By Margaret L. Mahon

Address 3307 38th Street

Lubbock, TX 79413

ITN # 75-6285452

By _____

Address _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LUBBOCK :

BEFORE ME, the undersigned authority, on this day personally appeared Margaret L. Mahon, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of June, 1987.

My Commission Expires: 12/31/88

Jas. H. Milam
Notary Public in and for said County and State,
Residing at Lubbock, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BONNIE J. WILMETH

By Bonnie J. Wilmeth

Date _____

Address 2809 Peoria Ave.

Lubbock, TX 79410

465-38-7521

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

COUNTY OF Lubbock :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Bonnie Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: 8/5/89

[Signature]
Notary Public in and for said County and State,
Residing at Lubbock, County

STATE OF _____ :

COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

Unit Tract No. 21

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

PEARL M. & JULIA J. HARMON FOUNDATIONS, INC.

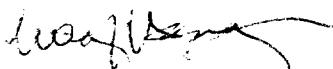
By _____

Date JUN. 1 1987

Address Box 286

Newata, OK 74048

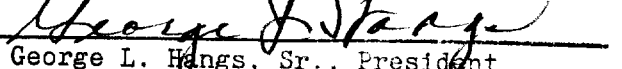
ATTEST:



George L. Hangs, Jr., Secretary

T. I. NO. 73-6117523

PEARL M. AND JULIA J. HARMON FOUNDATION, INC

By 
George L. Hangs, Sr., President

P. O. BOX 52568, TULSA, OKLAHOMA 74152

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____ :
COUNTY OF _____ : SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ : SS. JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____
Notary Public in and for said County and State,
Residing at _____

STATE OF OKLAHOMA :
COUNTY OF TULSA : SS. CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared George L. Hanks, known to me to be the person who executed the foregoing instrument as President of M. & J. J. Harmon Foundation, Inc. a Ok Charitable corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: MAY 20, 1992
Leha Lerley
Notary Public in and for said County and State,
Residing at Osage County

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

OLLIE GANN COWDEN

By

Ollie Gann Cowden

Date

Address Box 579

Carlsbad, NM 88220

SS # 585-18-0966

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico:

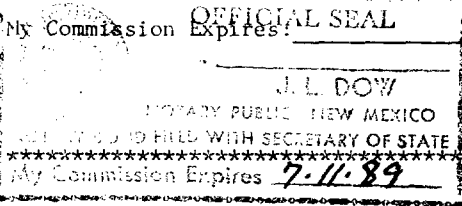
SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Eddy:

BEFORE ME, the undersigned authority, on this day personally appeared Ellie Gann Condes known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 1987.



J.L. Dow
Notary Public in and for said County and State,
Residing at 207 W. M. Kay
Carlsbad, N.M. 88220

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

W. C. WILMETH

Green Field

By *W C Wilmeth*

Date 6-10-87

Address P. O. Box 69

Plains, TX 79355

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Yoakum :

BEFORE ME, the undersigned authority, on this day personally appeared W.C. Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of June, 1987.

My Commission Expires: 11-22-89

Suann Parrish
Suann Parrish
Notary Public in and for said County and State,
Residing at Plains, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CAROLYN WILMETH TRUSS

Carolyn Wilmeth Truss
Date 6-10-87

By *Carolyn Wilmeth Truss*

Address 5101 Leonard Road
Box 59

Bryan, TX 77801

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Yoakum :

BEFORE ME, the undersigned authority, on this day personally appeared Carolyn Wilmeth Truss, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of June, 1987.

My Commission Expires: 11-22-89

Suann Parrish
Notary Public in and for said County and State,
Residing at Plains, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

✓ Carulla A. Raines

✓ Date July 07, 1987

✓ Francis J. Alexander

✓ Date July 13, 1987

WILMA M. PHILLIPS AND CURTIS DARLING,
CO-TRS. FOR THE JUDITH CRUZ TRUST

✓ By Wilma M. Phillips
Wilma M. Phillips

Address P. O. Box 90969
San Diego, CA 92109-0864

✓ By Curtis Darling
Curtis Darling

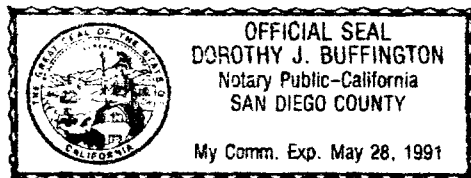
Address P. O. Box 90969
San Diego, CA 92109-0864

State of California }
County of San Diego } SS.

On this the 7th day of July 1987, before me,

Dorothy J. Buffington

the undersigned Notary Public, personally appeared
Wilma M. Phillips, as Trustee of
the Judith Cruz Trust



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Dorothy J. Buffington
Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

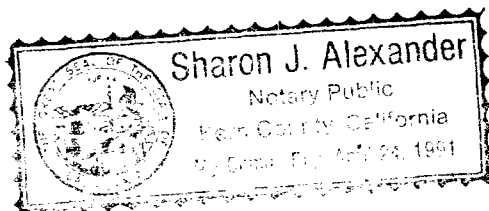
NO. 201

GENERAL ACKNOWLEDGMENT

State of California }
County of Kern } SS.

On this the 13 day of July 1987, before me,

SHARON J. ALEXANDER
the undersigned Notary Public, personally appeared
Curtis Darling, as Trustee of
the Judith Cruz Trust



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Sharon J. Alexander
Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

STATE OF _____:

SS.

COUNTY OF _____:

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

✓ Carmilla A. Raines

✓ Date July 07, 1987

WILMA M. PHILLIPS

✓ By Wilma M. Phillips

Address P. O. Box 90969

San Diego, CA 92109-0864

STATE OF

GENERAL ACKNOWLEDGMENT

NO. 201

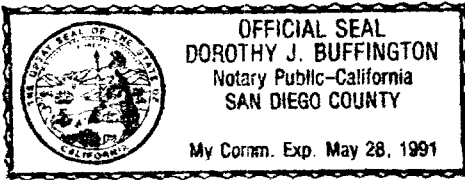
State of California }
County of San Diego } SS.

On this the 7th day of July, 19 87, before me,

Dorothy J. Buffington

the undersigned Notary Public, personally appeared

Wilma M. Phillips



☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Dorothy J. Buffington
Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ : SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF

Lea

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Ann J. Herring

Date 6-29-87

JONES ROBINSON COMPANY
GENERAL PARTNER
By [Signature]
Address P. O. Box 2076
Roswell, NM 88201

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF N.M. :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chavez :

BEFORE ME, the undersigned authority, on this day personally appeared Aurwood Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of June, 1987.

My Commission Expires: 2-1-90

Barbara J. Garrett
Notary Public in and for said County and State,
Residing at Reswell, N.M.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Paul L. Winters

Date July 10th, 1987

JOE GANT

By Joe Gant

Address P. O. Box 909

Carlsbad, NM 88220

SS#: 525-01-3346

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEW MEXICO :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF E D D Y :

BEFORE ME, the undersigned authority, on this day personally appeared JOE GANT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~XXXXX~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of July, 1987.

My Commission Expires: 10-23-89

Wanda L. Winters
Notary Public in and for said County and State,
Residing at 211 W. Fiesta Drive, #11, Carlsbad
New Mexico 88220

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BETTY M. DREESSEN, TRUSTEE OF THE
BETTY M. DREESSEN REVOCABLE LIVING TRUST

By Betty M. Dreesen

Address P. O. Box 817

Los Altos, CA 94022

1555-26-3122

Betty M. Dreesen
Date July 9, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA:

SS.

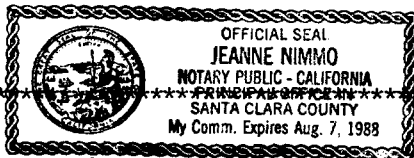
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF SANTA CLARA

BEFORE ME, the undersigned authority, on this day personally appeared DEE M DREES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~he~~ (X) she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of JULY, 1987.

My Commission Expires: 6-7-88



Jeanne Nimmo
Notary Public in and for said County and State,
Residing at 2600 EL CAMINO #2801
PALE ALTO CA 94366

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JOHNNIE A. LOVE

By

Date

Address Route 4, Box 261F

Caldwell, TX 77836

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Burleson

BEFORE ME, the undersigned authority, on this day personally appeared Johnnie B. Love known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of July, 1987.

My Commission Expires: 7-29-87

Vera Ann Nash
Notary Public in and for said County and State,

Residing at 201 W. Farrow St, Caldwell, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JOYCE MATZENBACKER

By Joyce Matzenbacker

Address 4110 NE 103 Road St.

Vancouver, WA 98665

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Washington:

SS.

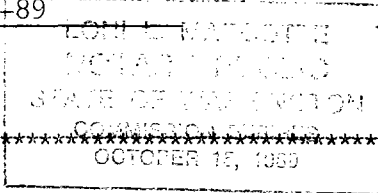
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Clark:

BEFORE ME, the undersigned authority, on this day personally appeared Joyce Matzenbacker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of July, 1987.

My Commission Expires: 10-15-89



Louise Marcotte
Notary Public in and for said County and State,
Residing at Vancouver

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BILLIE JEAN WILMETH, ATTORNEY-IN-FACT
FOR ELTON WILMETH

By Billie Wilmeth

Date 7-17-87

Address 5115 47th Street

Lubbock, TX 79414

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock:

BEFORE ME, the undersigned authority, on this day personally appeared Billie Wilmett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1987.

My Commission Expires: 9-11-90

Marie M. Torrey
Notary Public in and for said County and State,
Residing at 2624 34th St.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 28th day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Pauline Cowden Coulter

Date July 28, 1987

PAULINE COWDEN, being one and the same person as Pauline Cowden Coulter

X By *Pauline Cowden Coulter*

Address P. O. Box 5316

San Angelo, TX 76902

X SS# 454-07-8856

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TOM GREEN :

BEFORE ME, the undersigned authority, on this day personally appeared PAULINE COWDEN COULTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of July, 1987.

My Commission Expires: 6/19/90

Donna L. Whinfeld
Notary Public in and for said County and State,
Residing at 423 S. Irving, San Angelo, Tx. 76903

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Judy Gulbraith
Date 7/30/87

JOHN WILLIAM NICHOLS

By John W. Nichols
Address P. O. Box 2177

Midland, TX 79702

526-27-3883

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

COUNTY OF Midland

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared John W. Hicks known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of July, 1987.

My Commission Expires: 02-21-89

Frank Baldwin
Notary Public in and for said County and State,
Residing at 3218 Comanche

Midland, Texas 79705

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29 day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ESTATE OF DONALD E. BLACKMAR

By Donald E. Blackmar *
By Annita S. Jiro *

Date _____

Address P. O. Box 608

Roswell, NM 88201

*CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF
DONALD E. BLACKMAR. LETTERS TESTAMENTARY ATTACHED.

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF NEW MEXICO

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF CHAVES :

BEFORE ME, the undersigned authority, on this day personally appeared NELL L. BLACKMAR and PAMELA B. LINK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of July, 1987.

My Commission Expires: March 19, 1988

Luzinda D. Roderer
Notary Public in and for said County and State,
Residing at Roswell, New Mexico

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

BRENT W. McWHORTER

By Brent W. McWhorter

Address 6140 E. VOLTAIRE

SCOTTSDALE, AZ 85254

526-64-4301

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Arizona:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Maricopa:

BEFORE ME, the undersigned authority, on this day personally appeared BRENT W. MCWHORTER known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of July, 1987.

My Commission Expires: My Commission Expires May 4, 1988

Shelley A. Little
Notary Public in and for said County and State,
Residing at Phoenix, AZ

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

CLARA M. GRAVES

By

Clara M. Graves

Date

June 2, 1987

Address

207 Quail Run

Brownwood, TX 76801

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Brown :

BEFORE ME, the undersigned authority, on this day personally appeared Clara M. Graven, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 1987.

My Commission Expires: 4-9-90

Rita Anderson
Notary Public in and for said County and State,
Residing at Coleman, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rita Anderson 4-9-90
Notary in and for Brown Co., TX
Date June 6, 1987

CLARA M. GRAVES, TRUSTEE U/W OF
JOHN REESE GRAVES, DECEASED

By Clara M. Graves

Address 207 Quail Run

Brownwood, TX 76801

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Brown :

BEFORE ME, the undersigned authority, on this day personally appeared Clara M. Graves, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 1987.

My Commission Expires: 4-9-9

Rita Anderson
Notary Public in and for said County and State,
Residing at Coleman, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

ELIZABETH DEKKER

By *Elizabeth Dekker*

Address 6535 W. 114th Avenue

Westminster, CO 80020

102-12-5287

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF ILLINOIS:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF CHICAGO:

BEFORE ME, the undersigned authority, on this day personally appeared ELIZABETH DEKOR known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 1987.

My Commission Expires: 3-29-90

Deborah Smith
Notary Public in and for said County and State,

Residing at 10701 N. Halsted St.
Chicago, Ill.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 25th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LIBERTY TRUST CO., TRUSTEE TRUST #2007By Wm. Michael Fennell, PresidentDate 5-18-87Address P. O. Box 7159Odessa, TX 79760

Tax ID #75-6011492

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF ECTOR:

BEFORE ME, the undersigned authority, on this day personally appeared WM. MICHAEL FURMAN, known to me to be the person who executed the foregoing instrument as President of Liberty Trust Company, a Texas corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of May, 1987.

My Commission Expires: _____

Betty Burleson

Notary Public in and for said County and State,
Residing at 4200 Maple, Odessa, TX 79762

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

THERESA MORROW HAMM

Kary Lynn Stahl

By _____
Theresa Morrow Hamm

Date _____
6/15/87

Address _____
1819 Cypress Rapids Drive

Notary, Corra & Co. TX

New Braunfels, TX 78130

23 10 15 88

451-24-2632-A

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Comal :

BEFORE ME, the undersigned authority, on this day personally appeared Z-hana M. ..., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of June, 1987.

My Commission Expires: 6/8/87

Myrtle A. Peterson
Notary Public in and for said County and State,
Residing at San Brando

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Samuel M. L. L. L.

Date *June 24, 1987*

EVA M. TOUSSAINT

By *Eva M. Toussaint*

Address Box 9047
806 Toni Ct.

Incline Village, NV 89450

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEVADA :

SS.

COUNTY OF CLATSOP :



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Eva M. Tassant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of June, 1987.

My Commission Expires: April 13, 1991

Jamie M. Gill
Notary Public in and for said County and State,

Residing at 846 Dorset Dr Reno, NV

STATE OF _____ :

SS.

COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

Unit Tract No. 11

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 6 day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JUDITH A. BECKER

By

Judith A. Becker

Address 4231 Maple Lane

Carmichael, CA 95608

267-36-3263

Date

July 6, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California:

SS.

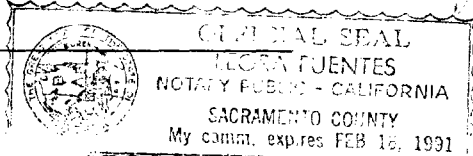
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Sacramento

BEFORE ME, the undersigned authority, on this day personally appeared JOSEPH A. BOERCK known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of July, 1987.

My Commission Expires:



Lucia Fuentes
Notary Public in and for said County and State,
Residing at 2412 Madison Way

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 4 day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MARGARET ETHEL R. TURLAND

Alyne Summelle

By Margaret Ethel R. Turland

Date July 6, 1987

Address P. O. Box 658

Ozona, TX 76943

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS. 525-22-5581

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF CROCKETT :

Margaret Ethel R Turland

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~he~~ (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of July, 1987.

My Commission Expires: 7-6-89

Jean North
Notary Public in and for said County and State,
Residing at Crockett County, Ozona, Texas

Jean North

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1ST day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BILLIE T. TURLAND

By

Address Box 479

Ozona, TX 76943

Date

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Tex:
COUNTY OF Crockett:

SS. 464-96-1589

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Billie T Iurland, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~or she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 1987.

My Commission Expires: 7-6-89

Jean North
Notary Public in and for said County and State,

Residing at Crockett Co., Ozama, Texas
Jean North 56743

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

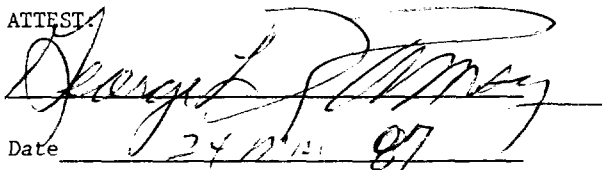
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

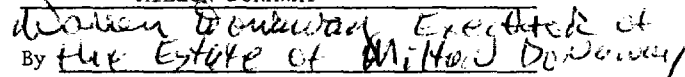
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date 24 Nov 87

MILTON DONAWAY


By the Estate of Milton Donaway

Address P. O. Box 1058

Putnam, TX 76469

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Idaho:
COUNTY OF Callahan:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Warren Donaway known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 1987.

My Commission Expires: 03-28-89

Laverne Rutherford
Notary Public in and for said County and State,
Residing at Putnam, Id.

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Ernest E. Roberts
Date July 7, 1987

WILLIAM A. KOLLIKER

By

William A. Kolliker

Address 3812 Hillcrest Drive

El Paso, TX 79902

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF EL PASO :

BEFORE ME, the undersigned authority, on this day personally appeared William A. Kollman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7TH day of July, 1987.

My Commission Expires: 4-7-91

Jennie A. Portell
Notary Public in and for said County and State,
Residing at EL PASO TEXAS

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

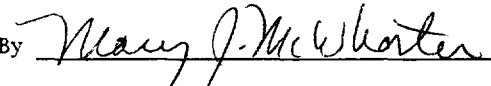
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date July 6, 1987

MARY J. McWHORTER

By 
Address 2033 East 2nd Street

Tucson, AZ 85719

526-24 8433

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Arizona:
COUNTY OF Pima:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Mary J. McWorter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 1987.

My Commission Expires: My Commission Expires July 1, 1991

Will Hill
Notary Public in and for said County and State,
Residing at Tucson, AZ

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date 26 June 1987

GREG DODD

By [Signature]

Address 154 E. 29 St., #6G

New York, NY 10016

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEW YORK :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF NEW YORK :

BEFORE ME, the undersigned authority, on this day personally appeared GREG DOOD, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of January, 1987.

My Commission Expires: THOMAS LA. PERCHE
Notary Public, State of New York
No. 03-4701035
Qualified in Orange County
Commission Expires 9/30/89

Thomas LaPerche
Notary Public in and for said County and State,
Residing at 412 34th Av NYC 10016

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 6th day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

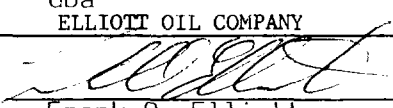
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:

Date _____

Frank O. Elliott
dba
ELLIOTT OIL COMPANY

By


Frank O. Elliott

Address P. O. Box 1355

Roswell, NM 88201

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Frank O. Elliott known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of July, 1987.

My Commission Expires: 12/23/88

Martha L. Fry
Notary Public in and for said County and State,
Residing at Roswell

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 6th day of JULY, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date JULY 6, 1987Date JULY 6, 1987JUDITH A. AND DONALD T. BECKERBy Judith A. BeckerAddress 4231 Maple LaneCarmichael, CA 95608269-36-3263By Donald T. BeckerAddress 4231 Maple LnCARMICHAEL, CA 95608281-34-1971

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF California:

SS.

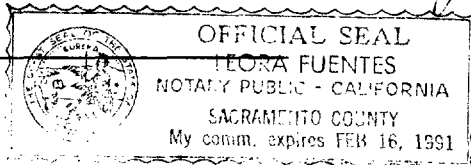
JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF Sacramento:

BEFORE ME, the undersigned authority, on this day personally appeared JUDITH A. BECKER and DONALD T. BECKER, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6 day of July, 1987.

My Commission Expires: _____



Notary Public in and for said County and State,
Residing at 2412 9th Street, Sacramento, CA 95811

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Hewayne Berg
Date June 24, 1987

INTERFIRST BANK DALLAS N.A.
ESCROW AGENT FOR SABINE ROYALTY TRUST
DEPARTMENT NO. 0887

By H. D. Carter *RWC*
H. D. Carter, President
Address P. O. Box 83000
Dallas, TX 75284-0887

Effective December 31, 1982, Sabine Corporation created Sabine Royalty Trust which may be addressed at InterFirst Bank-Dallas, N.A., Trustee, P. O. Box 83791, Dallas, Texas 75283, and into which the subject interest was transferred. Sabine Corporation retained the executive rights, pooling rights and the right to receive all rentals and bonus monies except that all shut-in rentals and all shut-in royalties are to be paid to the Trust. Sabine Corporation's execution hereof is in exercise of the aforementioned executive rights.

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Dallas:

BEFORE ME, the undersigned authority, on this day personally appeared H.D. Carter, known to me to be the person who executed the foregoing instrument as President of Sabine Corporation, a Louisiana corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of June, 1987.

My Commission Expires: Nov. 30, 1988

Dorothy E. Jones
Notary Public in and for said County and State,
Residing at Dallas Co., TX

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

First Republic Bank Dallas N.A.

~~REPUBLIC BANK DALLAS N.A.~~, INDEPENDENT
EXECUTOR U/W OF SELMA E. ANDREWS
TRUST NO. 0518801

By

[Signature]
VICE PRESIDENT AND
TRUST OFFICER

Address P. O. Box 241

Dallas, TX 75221

[Signature]
TRUST ADMINISTRATIVE OFFICER
Date 7-6-87

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, on this day personally appeared **PATRICIA ANN COX**, known to me to be the person who executed the foregoing instrument as **VICE PRESIDENT AND TRUST OFFICER** of **First Republic Bank Dallas N.A.** **BANKING** corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6TH day of JULY, 1987.

JINA E. THOMPSON
My Commission Expires: Notary Public, State of Texas
My Commission Expires 10/11/88

Jina E. Thompson
Notary Public in and for said County and State,
Residing at DALLAS, TEXAS

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

Shriners Hospitals for Crippled Children

BY: Edmund G. McMullan
Edmund G. McMullan, C.D. Vice President

BY: Webber C. Harrington
Webber C. Harrington Treasurer
Address P.O. Box 25356

Date August 24, 1987

Tampa, Florida 33622

STATE OF _____ :

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____ :

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

Notary Public in and for said County and State,
Residing at

STATE OF :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of , 1987.

Notary Public in and for said County and State,
Residing at

STATE OF FLORIDA :

CORPORATE ACKNOWLEDGEMENT

COUNTY OF HILLSBOROUGH :

Edward G. McMullan, C.D. and

Webber C. Harrington

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of August, 1987.

Notary Public in and for said County and State,
Residing at

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

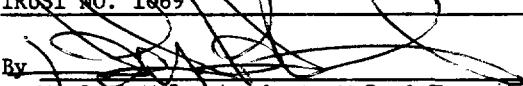
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:



Date May 28, 1987

REPUBLICBANK FIRST NATIONAL MIDLAND,
TRUSTEE FOR JESSIE BLEVINS CRUMP,
TRUST NO. 1969

By 
H. Greg Holcomb, Asst. V.P. & Trust Landman
Address P. O. Box 270

Midland, TX 79702

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF MIDLAND:

BEFORE ME, the undersigned authority, on this day personally appeared H. Greg Holcomb, known to me to be the person who executed the foregoing instrument as Asst. Vice President of REPUBLIC BANK FIRST NATIONAL, a banking corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: _____

[Signature]
Notary Public in and for said County and State,
Residing at 1705 E. Pine

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

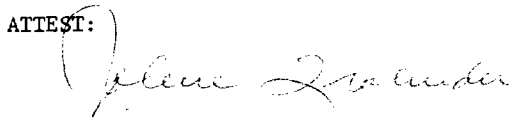
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

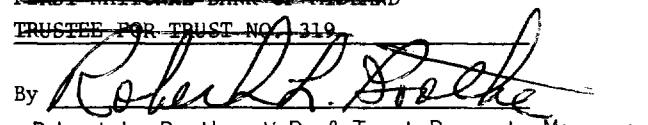
ATTEST:



Date May 28, 1987

RepublicBank First National Midland
Trustee For Trust No. 319

~~FIRST NATIONAL BANK OF MIDLAND~~
~~TRUSTEE FOR TRUST NO. 319~~

By 
Robert L. Boothe, V.P. & Trust Property Manager
Address P. O. Box 270

Midland, TX 79702
Tax I.D.# 75-6282149

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF MIDLAND:

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Boothe, known to me to be the person who executed the foregoing instrument as Vice President of REPUBLICBANK FIRST NATIONAL, a banking corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: _____



BRENDA D. NIBLETT
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES 8/1/89

Brenda D. Niblett

Notary Public in and for said County and State,
Residing at 1705 E. Pine

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

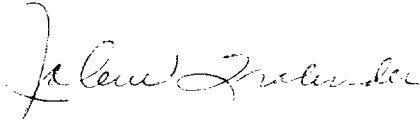
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

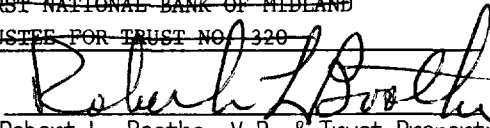
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:



Date May 28, 1987

RepublicBank First National Midland
Trust No. 320
FIRST NATIONAL BANK OF MIDLAND
TRUSTEE FOR TRUST NO. 320

By 
Robert L. Boothe, V.P. & Trust Property Manager
Address P. O. Box 270

Midland, TX 79702
Tax I.D.# 75-6302971

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF MIDLAND:

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Boothe, known to me to be the person who executed the foregoing instrument as Vice President of REPUBLICBANK FIRST NATIONAL, a banking corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: _____

Donald M. Hallett
Notary Public in and for said County and State,
Residing at 1705 E. Pine

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

Date _____

TOM W. SCHNAUBERT LIFE ESTATE
c/o MARY IRWINSKY

By *Tom W. Schnaubert*
1474-50-1114

Address 3912 Eighth Avenue

Fort Worth, TX 76110

By _____

Address _____

STATE OF Illinois :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF DeKalb :

BEFORE ME, the undersigned authority, on this day personally appeared Carl H. Kennedy known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1987.

My Commission Expires: 5-19-90

Charles M. Tidwell
Charles M. Tidwell
 Notary Public in and for said County and State,
 Residing at 4817 Rockford Ct
Alhambra, Illinois 60517

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

 Notary Public in and for said County and State,
 Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

 Notary Public in and for said County and State,
 Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

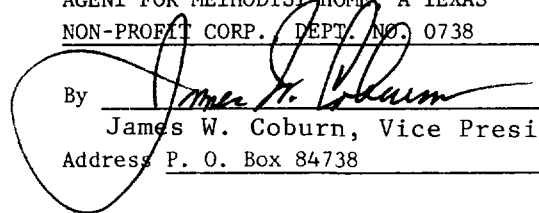
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


By: _____
Daniel A. Greenway
Assistant Cashier
Date June 1, 1987

INTERFIRST BANK DALLAS, N.A.,
AGENT FOR METHODIST HOME, A TEXAS
NON-PROFIT CORP. DEPT. NO. 0738

By 
James W. Coburn, Vice President
Address P. O. Box 84738

Dallas, TX 75284-4738

Executed by InterFirst Bank Dallas, N.A. on condition that it shall have no liability in its individual capacity on any agreement, warranty or indemnity herein contained.

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, on this day personally appeared James W. Coburn, known to me to be the person who executed the foregoing instrument as Vice President of InterFirst Bank Dallas, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of June, 1987.

My Commission Expires: 7-7-90

Sandra Miller

Notary Public in and for said County and State,
Residing at 1519 Vermont, Dallas, TX

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

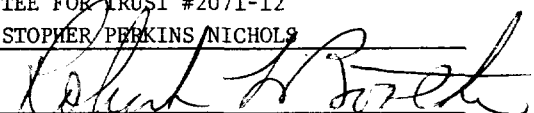


ASSISTANT CASHIER

Date _____

RepublicBank First National Midland
~~FIRST NATIONAL BANK OF MIDLAND,~~
TRUSTEE FOR TRUST #2071-12
CHRISTOPHER PERKINS NICHOLS

By



Address P. O. Box 270

Midland, TX 79702

Fed. I.D. # 75-6299446

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF MIDLAND:

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Boothe, known to me to be the person who executed the foregoing instrument as Vice President of First Republic Bank Midland, N.A., a banking corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of June, 1987.

My Commission Expires: 8-7-89

BRENDA D. NIBLETT

NOTARY PUBLIC STATE OF TEXAS



Brenda D. Niblett
Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 15 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

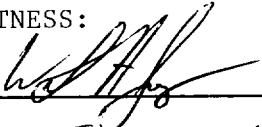
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

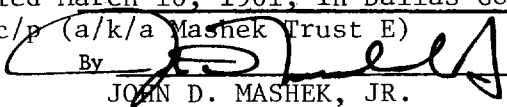
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

WITNESS:



Date June 15/87

John D. Mashek, Jr., Successor Trustee of the Ann Chandler Cox (now Mashek) Trust, created under the terms of the Will of Edwin B. Cox, filed March 16, 1961, in Dallas County Probate Court No. 51294-c/p (a/k/a Mashek Trust E)

By 
JOHN D. MASHEK, JR.
Address 120 El Brillo Way
Palm Beach, Florida 33480

Taxpayer ID No.: 75-6005941

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF FLORIDA :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF PALM BEACH :

JR.,

BEFORE ME, the undersigned authority, on this day personally appeared JOHN D. MASHEK, /, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he ~~(or she)~~ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1987.

My Commission Expires: Notary Public, State of Florida
My Commission Expires Jan. 17, 1988
Bonded Thru Gray Fain Insurance, Inc.

Louise M. Sory
Notary Public in and for said County and State,
Residing at West Palm Beach, Florida

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

WITNESS:



Date June 8, 1987

EDWIN L. COX, Independent Executor of the
Estate of Elizabeth Lochridge Cox

By 
EDWIN L. COX

Address 3800 InterFirst One
Dallas, Texas 75202

Taxpayer ID No.: 75-6333712

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :
COUNTY OF DALLAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN L. COX, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of June, 1987.

My Commission Expires: 07-15-90

DEBBIE BROWN
Notary Public in and for
Dallas County, Texas

Debbie Brown
Notary Public in and for said County and State,
Residing at Dallas, Texas.

My Commission Expires 7-15-90

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

WITNESS:

B. J. Thomas

Date June 8, 1987

EDWIN L. COX, Trustee of D and F Trusts*

By

EDWIN L. COX

Address 3800 InterFirst One
Dallas, Texas 75202

*ENTITY:

TAXPAYER ID NO.:

Edwin L. Cox, Trustee of the Edwin Lochridge Cox, Jr. Trust (Trust D)
Edwin L. Cox, Trustee of the Berry Rife Cox Trust (Trust F)

75-6005940
75-6005942

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF DALLAS :

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN L. COX, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he ~~(or she)~~ executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of June, 1987.

My Commission Expires: 07-15-90

DEBBIE BROWN
Notary Public in and for
Dallas County, Texas

Debbie Brown
Notary Public in and for said County and State,
Residing at Dallas, Texas.

My Commission Expires 7-15-90

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23rd day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rich S. Purcell
Vice President and Trust Officer
Date June 23, 1987

DAVID C. BLEVINS & TEXAS AMERICAN BANK,
CO-TRUSTEES OF JOE & JESSIE CRUMP FUND
NO. 2312

By *William O. Coats*
vice President and Trust Officer
Address Drawer No. 99033

Fort Worth, TX 76199

Date _____

By _____

Address _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Tarrant:

BEFORE ME, the undersigned authority, on this day personally appeared William O. Coats, known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of Texas American Bank/Fort Worth, N.A. ~~national association corporation~~, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said ~~corporation~~ national association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of June, 1987.

My Commission Expires: _____

Kathryn Flenniken
Notary Public in and for said County and State,
Residing at POST OFFICE BOX 2605
FORT WORTH, TEXAS 76113



KATHRYN FLENNIKEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES OCT. 1, 1989

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23rd day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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


ATTEST:


Vice President and Trust Officer
Date June 23, 1987

Texas American Bank/Fort Worth,
N.A., formerly

FORT WORTH NATIONAL BANK, IND. EXEC.

U/W/O ROY S. MAGRUDER, DECD., ACCT #1059

By 
Vice President and Trust Officer
Address P. O. Box 2402

Fort Worth, TX 76113-2402-

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Tarrant:

BEFORE ME, the undersigned authority, on this day personally appeared William O. Coats known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of Texas American Bank/Fort Worth ~~N.A.A.~~ national association corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said ~~corporation~~ national association, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of June, 1987.

My Commission Expires: _____

Kathryn Flenniken

Notary Public in and for said County and State,
Residing at POST OFFICE BOX 2605
FORT WORTH, TEXAS 76113



KATHRYN FLENNIKEN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES OCT. 1, 1989

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

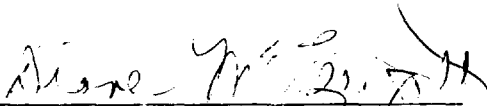
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

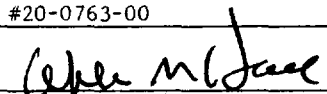
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:



Vice President & Trust Officer
Date June 2, 1987

THE FIRST CITY NATIONAL BANK OF MIDLAND,
TEXAS, TRUSTEE U/W/O ROZELLE B. CLEVELAND, Dec'd.
ACCOUNT #20-0763-00

By 

Sr. Vice President & Trust Officer
Address P. O. Box 10966

Midland, TX 79702

Tax ID #75-6272174

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas:

SS.

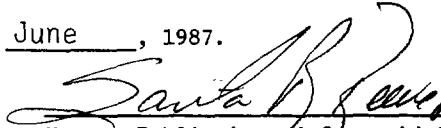
CORPORATE ACKNOWLEDGEMENT

COUNTY OF Midland:

BEFORE ME, the undersigned authority, on this day personally appeared William M. Hall, known to me to be the person who executed the foregoing instrument as VP&TO of First City National Bank, a national banking association and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 1987.

My Commission Expires: 10/02/89


Notary Public in and for said County and State,
Residing at Midland, Texas

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

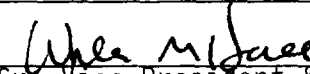
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:



Vice President & Trust Officer
Date June 2, 1987

First City National Bank of Midland,
Trustee and as Independent Executor U/W/O
REESE CLEVELAND, Deceased
~~c/o FIRST CITY NATL BANK OF MIDLAND~~
ACCOUNT #~~50-1100-00~~ 99-1100-00

By 

Sr. Vice President & Trust Officer
Address P. O. Box 10966

Midland, TX 79702

Tax ID #75-6332269

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF Midland:

BEFORE ME, the undersigned authority, on this day personally appeared William M. Hall, known to me to be the person who executed the foregoing instrument as VP&TO of First City National Bank, a national banking association and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of June, 1987.

My Commission Expires. 10/02/89

Sarita R. Reeves Sarita R. Reeves
Notary Public in and for said County and State,
Residing at Midland, Texas

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

TENNECO OIL COMPANY, SOUTHWESTERN DIV.

By W. E. Franklin
W. E. Franklin, Attorney-In-Fact

Address P. O. Box 100143

Houston, TX 77212

Date _____

TAX ID. 74-1383559

CORRESPONDENCE:

Tenneco Oil Company
7990 IH 10 West
San Antonio, TX 78230

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

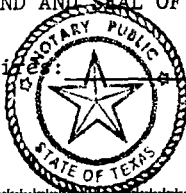
CORPORATE ACKNOWLEDGEMENT

COUNTY OF BEXAR:

BEFORE ME, the undersigned authority, on this day personally appeared W.E. FRANKLIN, known to me to be the person who executed the foregoing instrument as ATTORNEY-IN-FACT of TENNECO OIL COMPANY, a DELAWARE corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of August, 1987.

My Commission Expires: _____



Carol L. Clark

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 8-7-89

Notary Public in and for said County and State,
Residing at State Ex 200 Park Rd
SAN ANTONIO TX 78240

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 11th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

~~ATTEST~~ WITNESS:

Kerry D. Fendergrass

Date June 11, 1987

MARJORIE CONE KASTMAN

By Marjorie Cone Kastman

Address P. O. Box 5930

Lubbock, TX 79408

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LUBBOCK :

BEFORE ME, the undersigned authority, on this day personally appeared Marjorie Cone ^{Kastman}, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1987.

My Commission Expires: 3-7-91

Debra E. Lusk
Notary Public in and for said County and State,
Residing at 3813 41st Street

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

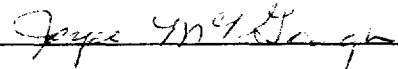
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JOYCE McGOUGH

By



Address

4110 NE 103 Road Street

Vancouver, WA 98665

Date

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Washington :

SS.

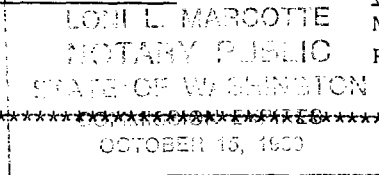
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Clark :

BEFORE ME, the undersigned authority, on this day personally appeared Joyce McGough, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of July, 1987.

My Commission Expires: 10-15-89



Loni L. Marcotte
Notary Public in and for said County and State,
Residing at Vancouver

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 16 day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Craig Allen
Date 7/16/87

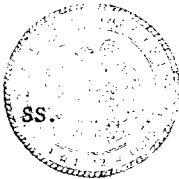
BILLIE JUNE CROW

By *Billie June Crow*
Address P. O. Box 643

Roswell, NM 88201

525 66 2006

TO BE COMPLETED BY NOTARY PUBLIC



OFFICIAL SEAL
CRAIG ALCONC

NOTARY PUBLIC-NEW MEXICO

Notary Bond Filed with Secretary of State

My Commission Expires

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF N.M.:

COUNTY OF BERNALILLO:

BEFORE ME, the undersigned authority, on this day personally appeared BLANK SCOTT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of July, 1987.

My Commission Expires: 6/19/91

Craig Alcone
Notary Public in and for said County and State,
Residing at 3515 E. 4th Ave. N.E.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

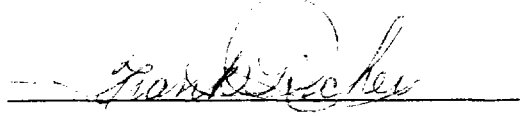
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date 1 July 1987

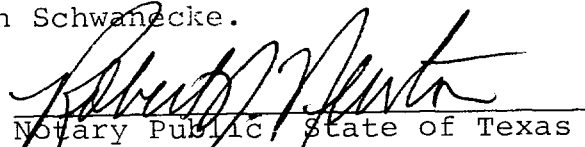
HAZEL E. SCHWANECKE, INDP. EXECUTRIX OF
THE ESTATE OF DUNCAN SCHWANECKE

By Hazel E. Schwanecke
Karen Richey, Attorney In Fact
Address 316 Linden Lane

Lake Jackson, TX 77566

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This instrument was acknowledged before me on the 1st day of July, 1987 by Karen Richey, as Attorney-In-Fact on behalf of Hazel E. Schwanecke, Independent Executrix of the Estate of Duncan Schwanecke.


Notary Public, State of Texas
My Commission expires May 28, 1989.

Robert J. Newton
Notary Public, Brazoria County, Texas
My Commission Expires MAY 28, 1989

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

INGRID K. POWELL

By

Address P. O. Box 416

Los Altos, CA 94022

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA :

SS.

COUNTY OF SANTA CLARA :



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared INGRID K. BOWELL, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8TH day of JULY, 1987.

My Commission Expires: APR 30 1990

Michael L. Medler
Notary Public in and for said County and State,
Residing at 176 Main St

For Public Use Only

STATE OF _____ :

SS.

COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date July 7, 1987

DOROTHY P. BLACK

By

Dorothy P. Black

Address 4615 Clybourn Ave. 3030 HEAVENLY CT.

Toluca Lake, CA 91602 Simi VALLEY, CA.

SS# 464-09-7104

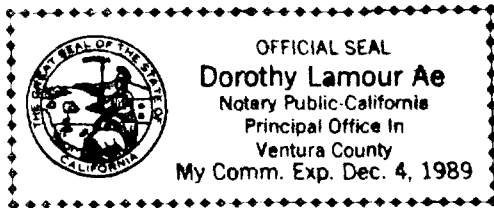
93065

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF California :

COUNTY OF Ventura :

SS.



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Dorothy P. Black, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of July, 1987.

My Commission Expires: December 4, 1989

Dorothy Lamour Ae
Notary Public in and for said County and State,
Residing at 2328 Sycamore Drive
Simi Valley, CA 93065

STATE OF _____ :

COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Victor Pina

Date 1-9-87

BRADFORD ACE CHRISTMAS

By Bradford Ace Christmas

Address P. O. Box 173

Wagon Mound, NM 87752

585-26-7434

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF San Juan:

BEFORE ME, the undersigned authority, on this day personally appeared Bradford Lee Christian, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of July, 1987.

My Commission Expires: 6/23/88

Steven L. Salazar
Notary Public in and for said County and State,
Residing at Shogun Mountain Rd #1

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Alton C. White, Jr.

Date July 8, 1987

RONALD J. BYERS

By Ronald J. Byers

Address 1600 United Bank Tower
400 W. Fifteenth St.

Austin, TX 78701

SS No. 462-40-3886

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared RONALD J. BYERS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of July, 1987.

My Commission Expires: May 31, 1989

Alton C. White, Jr.
Notary Public in and for said County and State,
Residing at Austin, Travis County, Texas
Alton C. White, Jr., Notary Public

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Ray A. Calk
Date July 17, 1987

SUSAN CRAIN MATSUURA

By Susan Crain Matsura
Address 178 Kaliko Drive
1914 EAMES ST
Honolulu, HI 96786
WAHIAWA

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF HAWAII :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF HONOLULU :

BEFORE ME, the undersigned authority, on this day personally appeared SUSAN MATSUURA, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1987.

My Commission Expires: 5/1/89

Ray A. Cateh Apolulu Hawaii
Notary Public in and for said County and State,
Residing at 87-583 MANUATULE ST.
WAIANAE, HAWAII 96792

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LULA C. PETERSON, REPRESENTATIVE FOR
ESTATE OF ARTHUR J. PIERCE
c/o FIRST NATL BK., ACCT. 115-39-23

By Lula C. Peterson

Address P. O. Box 697

Destin, FL 32541

Sec. Sec # 524-52-3812

Lula C. Peterson
Date July 18, 1987

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 25, 1988
BONDED THRU GENERAL INS. UND.

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Florida :
COUNTY OF Walton :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Lula Peterson known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of July, 1987.

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 25, 1988
BONDED THRU GENERAL INS. UND.

Patricia A. Lott
Notary Public in and for said County and State,
Residing at Santa Rosa Beach, Fla.

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

9-10-87

RAY HERRING

By

Address Box 17

Fluvanna, TX 79517

451-40-5728

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF SCURRY :

BEFORE ME, the undersigned authority, on this day personally appeared Mary HEERING, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10 day of Sept, 1987.

My Commission Expires: 7-31-88



DAN COTTON
Notary Public, State of Texas
Commission Expires 7-31-88

Dan Cotton
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

Aug. 28, 1987

George L. Reese, Jr., Personal Representative
of the Estate of _____, Dec'd.
GEORGE L. REESE, JR., _____, Dec'd.

By _____

Address P. O. Box 1776

Roswell, NM 88201

525-66-0239

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves:

BEFORE ME, the undersigned authority, on this day personally appeared Lila Reese, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of Aug, 1987.

My Commission Expires: 10-21-90

Kathy Freeman
Notary Public in and for said County and State,
Residing at Baswell, NM

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the _____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

Minnie Turland Adams
MINNIE TURLAND ADAMS

By Sandra Walker
att. in fact

Address P. O. Box 121Salado, TX 76571

STATE OF TEXAS

*

*

COUNTY OF BELL

*

This instrument was acknowledged before me on June 9, 1987,
by SANDRA WALKER as Attorney-in-Fact on behalf of MINNIE TURLAND ADAMS.

Annie Laura Gibbs
Notary Public, State of Texas
Annie Laura Gibbs
My Commission expires: 12-7-89

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date July 28, 1987

D. L. GUTMAN, TRUSTEE EST. OF MAX GUTMAN

By *[Signature]*, Trustee

Address P. O. Box 2823 (Republic Bank Dallas)

Dallas, TX 75221

S.S.# 75-6025529

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF NY :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Wing :

BEFORE ME, the undersigned authority, on this day personally appeared Lucretia Gutierrez, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated. Lucretia Gutierrez

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of July, 1987.

LISA G. BATCHELOR
Notary Public, State of New York
No. 24-4804946

My Commission Expires: 12/31/90

Qualified in Kings County
Commission Expires 12/31/90

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date Aug. 19, 1987

MALCOLM McDUFFIE

Malcolm McDuffie

Address 711 E. Walnut St., Rm. 206

Pasadena, CA 91101

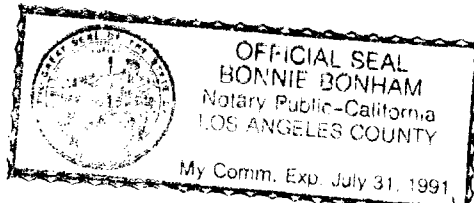
S.S. # 553-26-7439

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIF :

SS.

COUNTY OF Los Angeles :



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Malcolm McDuffie, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of Aug, 1987.

My Commission Expires: July 31, 1991

Bonnie Bonham
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

COUNTY OF _____ :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2nd day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

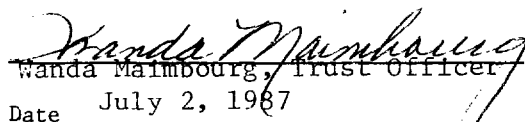
WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

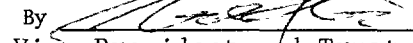
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

FIRST NATIONAL BANK LUBBOCK, SUC TRUSTEE
OF J. E. SIMMONS TEST TRUST B ,
F/B/O MARY JANE HAND, TRUST DEPT.,
ACCT. 101-3084 I.D. # 85-6081645


Wanda Maimbourg, Trust Officer
Date July 2, 1987

By  Steve Exter
Vice President and Trust Officer
Address P. O. Box 1242

Lubbock, TX 79408

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

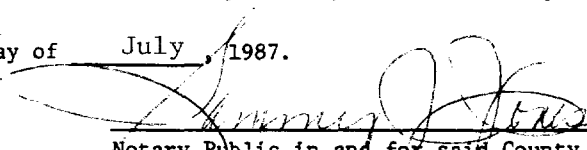
CORPORATE ACKNOWLEDGEMENT

COUNTY OF LUBBOCK:

BEFORE ME, the undersigned authority, on this day personally appeared STEVE EXTER, known to me to be the person who executed the foregoing instrument as Vice President and Trust Officer of First National Bank at Lubbock, a national banking association corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of July, 1987.

My Commission Expires: 09/18/89



Notary Public in and for said County and State,
Residing at 5203-40th St., Lubbock, Texas 79414

Shell Western E&P Inc.

A Subsidiary of Shell Oil Company



P.O. Box 576
Houston, TX 77001

October 8, 1987

New Mexico Oil Conservation Division
ATTN Mr. Victor T. Lyon, Chief Engineer
State Land Office Building,
Old Santa Fe Trail
P. O. Box 2088
Santa Fe, New Mexico 87504-2088

Gentlemen:

SUBJECT: PROPOSED NORTHEAST DRINKARD UNIT, LEA COUNTY, NEW MEXICO
REQUESTED FOLLOW-UP ITEMS FROM SEPTEMBER 24, 1987 HEARING

Attached are the four items listed below which required further detail than was available at the recent hearing.

1. Map illustrating all Blinebry and Tubb gas proration units around the boundary of the proposed Northeast Drinkard Unit.

[The gas proration map was compiled from Form C-102 plats obtained from the NMOCD Hobbs District Office records.]

2. Completion and Performance History of NEDU No. 204 (Conoco's Hawk B-3 No. 22).

[The review of NEDU No. 204 supports the geologic interpretation presented at the hearing that the Blinebry Zones III, IV, and V are oil bearing (38°API gravity and GOR of 25,357 SCF/B) and the Blinebry Zones I and II are gas bearing as reflected by cumulative gas/liquid ratio of 55,384 SCF/B.]

3. Average water production per well within proposed Unit.

[Low water production rates of only 1 to 2 barrels per day per well support the indicated solution gas drive recovery mechanism.]

4. Classification of Carbonate Rocks.

[As discussed we have enclosed copies of pages from a Shell Training Manual and a textbook by Friedman and Sanders which describe in more detail the Dunham classification of carbonate rocks.]

If you have any additional questions, or need additional information, please call Bob Sykes at (713) 870-3868.

Yours very truly,

A handwritten signature in cursive script that reads "James H. Smitherman". The signature is written in dark ink and is positioned above the typed name.

James H. Smitherman
Production Administration Advisor
Western Division

RLS/dmr

Attachments

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		% OF TRACT
=====								
1	AMOCO PROD. CO.	25.00000	3.19044	2.92106	2.03544	1.72957	X	25.00000
	ARCO OIL & GAS CO.	25.00000	3.19044	2.92106	2.03544	1.72957	X	25.00000
	CHEVRON, USA, INC.	25.00000	3.19044	2.92106	2.03544	1.72957	X	25.00000
	CONOCO, INC.	25.00000	3.19044	2.92106	2.03544	1.72957	X	25.00000

		100.00000	12.76176	11.68424	8.14176	6.91828		100.00000

TRACT NUMBER	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
	UNITED STATES OF AMERICA	12.50000	12.09172	11.16931	7.80192	6.66367	X	100.00000

		12.50000	12.09172	11.16931	7.80192	6.66367		100.00000

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST	OIL	OIL	GAS	GAS		
		(%)	PHASE 1 (%)	PHASE 2 (%)	PHASE 1 (%)	PHASE 2 (%)		
2	MERIDIAN OIL INC.	100.00000	5.46527	3.90550	1.56134	1.92205	X	100.00000
		100.00000	5.46527	3.90550	1.56134	1.92205		100.00000
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST	OIL PHASE 1	OIL PHASE 2	GAS PHASE 1	GAS PHASE 2	RATIFIED?	RATIFICATIONS % OF TRACT
	STATE OF NEW MEXICO	12.50000	5.17832	3.73338	1.49617	1.85131	X	100.00000
		12.50000	5.17832	3.73338	1.49617	1.85131		100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
3	CHEVRON, USA, INC.(GULF OIL CORP.)	100.00000	4.63391	5.85033	0.59469	2.11800	X	100.00000
		100.00000	4.63391	5.85033	0.59469	2.11800		100.00000
=====								
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	STATE OF NEW MEXICO	12.50000	4.39061	5.59250	0.56987	2.04005	X	100.00000
		12.50000	4.39061	5.59250	0.56987	2.04005		100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
4A	SHELL WESTERN E&P INC. (BD - LOTS 5,9,10 SEC 3 LOT 8 SEC 4 T - LOT 9 SEC 3 LOT 8 SEC 4)	100.00000	3.35043	3.39465	1.24107	2.72275	X	100.00000
		100.00000	3.35043	3.39465	1.24107	2.72275		100.00000
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
C. H. COLL		0.39062	0.09920	0.10141	0.03716	0.08195	X	1.66665
J. N. COLL		0.39063	0.09921	0.10141	0.03717	0.08196	X	1.66669
J. F. COLL		0.39062	0.09920	0.10141	0.03716	0.08195	X	1.66665
M. W. COLL		0.39063	0.09921	0.10141	0.03717	0.08196	X	1.66669
C. D. CRAIN		0.54688	0.13889	0.14197	0.05203	0.11474	X	2.33335
C. M. CRAIN		0.18229	0.04629	0.04732	0.01734	0.03825	X	0.77777
M. W. CRAIN		0.54688	0.13889	0.14197	0.05203	0.11474	X	2.33335
P. CRAIN		0.54688	0.13889	0.14197	0.05203	0.11474	X	2.33335
R. K. CRAIN		0.18228	0.04629	0.04732	0.01734	0.03824		0.00000
W. R. CRAIN		0.54688	0.13889	0.14197	0.05203	0.11474	X	2.33335
BANK OF CALF		0.44531	0.11309	0.11560	0.04237	0.09343		0.00000
B. M. DREESSEN, TRUSTEE		0.58593	0.14880	0.15211	0.05575	0.12293	X	2.49997
E. DREESSEN		0.07031	0.01786	0.01825	0.00669	0.01475		0.00000
HOLMES		2.73438	0.69443	0.70986	0.26015	0.57368	X	11.66669
HUNTER OIL		1.56250	0.39682	0.40563	0.14866	0.32782	X	6.66667
N. JOHNSON		2.73438	0.69443	0.70986	0.26015	0.57368		0.00000
D. B. KYTE		1.36719	0.34721	0.35493	0.13008	0.28684	X	5.83334
B. M. DREESSEN, I. POWELL		0.58594	0.14881	0.15211	0.05575	0.12293	X	2.50001
MATSUURA		0.18228	0.04629	0.04732	0.01734	0.03824	X	0.77773
METHODIST HOME		1.56250	0.39682	0.40563	0.14866	0.32782	X	6.66667
A L. NEWSOM		3.12500	0.79363	0.81126	0.29732	0.65564	X	13.33333
I. POWELL		0.07031	0.01786	0.01825	0.00669	0.01475	X	0.29999
I. RODGERS		2.73438	0.69443	0.70986	0.26015	0.57368	X	11.66669
J. TAYLOR		1.56250	0.39682	0.40563	0.14866	0.32782	X	6.66667
		23.43750	5.95223	6.08446	2.22988	4.91728		85.35561

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
48	SHELL WESTERN E&P INC. (BD - LOTS 6,11 SEC 3)	100.00000	2.19834	1.02999	0.89332	1.62427	X	100.00000

		100.00000	2.19834	1.02999	0.89332	1.62427		100.00000

	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	C. H. COLL	0.39062	0.06509	0.03077	0.02675	0.04889	X	3.12496
	J. N. COLL	0.39063	0.06509	0.03077	0.02675	0.04889	X	3.12504
	J. F. COLL	0.39062	0.06509	0.03077	0.02675	0.04889	X	3.12496
	M. W. COLL	0.39063	0.06509	0.03077	0.02675	0.04889	X	3.12504
	BANK OF CALF	0.44532	0.07421	0.03508	0.03050	0.05574		0.00000
	B. M. DREESSEN,TRUSTEE	0.58593	0.09764	0.04615	0.04013	0.07333	X	4.68744
	E. DREESSEN	0.07031	0.01172	0.00554	0.00482	0.00880		0.00000
	HUNTER OIL	1.56250	0.26036	0.12307	0.10700	0.19556	X	12.50000
	D. B. KYTE	1.36719	0.22782	0.10769	0.09363	0.17112	X	10.93752
	B. M. DREESSEN, I. POWELL	0.58594	0.09764	0.04615	0.04013	0.07334	X	4.68752
	METHODIST HOME	1.56250	0.26036	0.12307	0.10700	0.19556	X	12.50000
	A L. NEWSOM	3.12500	0.52073	0.24615	0.21401	0.39112	X	25.00000
	I. POWELL	0.07031	0.01172	0.00554	0.00482	0.00880	X	0.56248
	J. TAYLOR	1.56250	0.26036	0.12307	0.10700	0.19556	X	12.50000

		12.50000	2.08292	0.98460	0.85603	1.56449		95.87496

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
4C	SHELL WESTERN E&P INC. (TD - LOTS 5,6,10,11 SEC 3)	100.00000	0.01265	0.01314	3.13419	0.87754	X	100.00000
		100.00000	0.01265	0.01314	3.13419	0.87754		100.00000

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====							
C. H. COLL	0.39062	0.00037	0.00039	0.09385	0.02641	X	2.17389
J. N. COLL	0.39063	0.00037	0.00039	0.09386	0.02641	X	2.17394
J. F. COLL	0.39062	0.00037	0.00039	0.09385	0.02641	X	2.17389
M. W. COLL	0.39063	0.00037	0.00039	0.09386	0.02641	X	2.17394
C. D. CRAIN	0.27344	0.00026	0.00027	0.06570	0.01849	X	1.52175
C. M. CRAIN	0.09114	0.00009	0.00009	0.02190	0.00616	X	0.50721
M. W. CRAIN	0.27344	0.00026	0.00027	0.06570	0.01849	X	1.52175
P. CRAIN	0.27344	0.00026	0.00027	0.06570	0.01849	X	1.52175
R. K. CRAIN	0.09114	0.00009	0.00009	0.02190	0.00616		0.00000
W. R. CRAIN	0.27344	0.00026	0.00027	0.06570	0.01849	X	1.52175
BANK OF CALF	0.44532	0.00043	0.00045	0.10700	0.03011		0.00000
B. M. DREESSEN,TRUSTEE	0.58593	0.00056	0.00059	0.14078	0.03962	X	3.26083
E. DREESSEN	0.07031	0.00007	0.00007	0.01689	0.00475		0.00000
HOLMES	1.36719	0.00131	0.00137	0.32849	0.09245	X	7.60871
HUNTER OIL	1.56250	0.00150	0.00157	0.37542	0.10566	X	8.69565
N. JOHNSON	1.36719	0.00131	0.00137	0.32849	0.09245		0.00000
D. B. KYTE	1.36719	0.00131	0.00137	0.32849	0.09245	X	7.60871
B. M. DREESSEN, I. POWELL	0.58594	0.00056	0.00059	0.14078	0.03962	X	3.26088
MATSUURA	0.09114	0.00009	0.00009	0.02190	0.00616	X	0.50721
METHODIST HOME	1.56250	0.00150	0.00157	0.37542	0.10566	X	8.69565
A L. NEWSOM	3.12500	0.00300	0.00314	0.75084	0.21131	X	17.39130
I. POWELL	0.07031	0.00007	0.00007	0.01689	0.00475	X	0.39129
I. RODGERS	1.36719	0.00131	0.00137	0.32849	0.09245	X	7.60871
J. TAYLOR	1.56250	0.00150	0.00157	0.37542	0.10566	X	8.69565

	17.96875	0.01723	0.01806	4.31734	1.21504		89.01448

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
5	SHELL WESTERN E&P INC.	100.00000	7.18012	7.91790	8.77272	7.28824	X	100.00000
		100.00000	7.18012	7.91790	8.77272	7.28824		100.00000

	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	ADAMS	0.07324	0.03986	0.04435	0.04926	0.04113	X	0.58592
	AMOCO	0.41667	0.22677	0.25230	0.28022	0.23400	X	3.33336
	BAKER	0.05493	0.02990	0.03326	0.03694	0.03085		0.00000
	D. BENNETT	0.17361	0.09449	0.10512	0.11676	0.09750	X	1.38888
	R. BENNETT	0.17361	0.09449	0.10512	0.11676	0.09750	X	1.38888
	V. BENNETT	0.17361	0.09449	0.10512	0.11676	0.09750	X	1.38888
	BLACK	0.06944	0.03779	0.04205	0.04670	0.03900	X	0.55552
	BYERS	0.50348	0.27402	0.30487	0.33860	0.28276	X	4.02784
	CAMPBELL	0.26042	0.14173	0.15769	0.17514	0.14625	X	2.08336
	CHASKIN	0.06944	0.03779	0.04205	0.04670	0.03900	X	0.55552
	CONE	0.30816	0.16772	0.18660	0.20724	0.17306		0.00000
	COWART	0.01954	0.01063	0.01183	0.01314	0.01097	X	0.15632
	CROW	0.01830	0.00996	0.01108	0.01231	0.01028		0.00000
	CURRY	0.20833	0.11338	0.12615	0.14011	0.11700	X	1.66664
	COX	0.39062	0.21260	0.23653	0.26270	0.21937	X	3.12496
	DALDAL	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
	DEKKER	0.01830	0.00996	0.01108	0.01231	0.01028	X	0.14640
	DUNN	0.09765	0.05315	0.05913	0.06567	0.05484	X	0.78120
	FAIRWAY	0.17361	0.09449	0.10512	0.11676	0.09750		0.00000
	TRUST NO. 320	0.39063	0.21260	0.23653	0.26271	0.21938	X	3.12504
	TRUST NO. 319	0.39062	0.21260	0.23653	0.26270	0.21937	X	3.12496
	C. HAMM	0.20833	0.11338	0.12615	0.14011	0.11700	X	1.66664
	T. HAMM	0.41667	0.22677	0.25230	0.28022	0.23400	X	3.33336
	W. HAMM	0.41667	0.22677	0.25230	0.28022	0.23400	X	3.33336
	HAMON	0.39063	0.21260	0.23653	0.26271	0.21938	X	3.12504
	HANAHO	0.17361	0.09449	0.10512	0.11676	0.09750		0.00000
	HARRIS	0.14648	0.07972	0.08870	0.09851	0.08226	X	1.17184
	HARSIN	0.09765	0.05315	0.05913	0.06567	0.05484	X	0.78120
	HERD	0.17361	0.09449	0.10512	0.11676	0.09750	X	1.38888
	HOLDEN	0.01830	0.00996	0.01108	0.01231	0.01028	X	0.14640
	HOPKINS	0.07324	0.03986	0.04435	0.04926	0.04113	X	0.58592
	JONES	0.09765	0.05315	0.05913	0.06567	0.05484	X	0.78120
	KENYON	0.03907	0.02126	0.02366	0.02628	0.02194		0.00000
	E. LADNER	0.21701	0.11811	0.13140	0.14594	0.12187	X	1.73608
	H. LADNER	0.21702	0.11811	0.13141	0.14595	0.12188	X	1.73616
	J. LADNER	0.21701	0.11811	0.13140	0.14594	0.12187	X	1.73608

M. LADNER	0.86806	0.47244	0.52562	0.58379	0.48750	X	6.94448
LEVY	0.06944	0.03779	0.04205	0.04670	0.03900	X	0.55552
J. W. LOVE	0.02442	0.01329	0.01479	0.01642	0.01371		0.00000
J. A. LOVE	0.02442	0.01329	0.01479	0.01642	0.01371	X	0.19536
K. G. LOVE	0.02442	0.01329	0.01479	0.01642	0.01371	X	0.19536
MALABY	0.19530	0.10629	0.11826	0.13134	0.10968	X	1.56240
MARKHAM	0.30816	0.16772	0.18660	0.20724	0.17306	X	2.46528
MATZENBACKER	0.01464	0.00797	0.00886	0.00985	0.00822	X	0.11712
MCDUFFIE	0.13889	0.07559	0.08410	0.09341	0.07800	X	1.11112
MCGOUGH	0.00367	0.00200	0.00222	0.00247	0.00206	X	0.02936
MOHON	0.02442	0.01329	0.01479	0.01642	0.01371		0.00000
MOORE	0.32552	0.17716	0.19711	0.21892	0.18281		0.00000
PRATER	0.19531	0.10630	0.11826	0.13135	0.10969	X	1.56248
RIPS	0.06945	0.03780	0.04205	0.04671	0.03900	X	0.55560
ROBERTSON	0.21701	0.11811	0.13140	0.14594	0.12187	X	1.73608
RORSCHACH	0.78125	0.42520	0.47306	0.52541	0.43875	X	6.25000
SANDS	0.11719	0.06378	0.07096	0.07881	0.06581	X	0.93752
SHULIE	0.19530	0.10629	0.11826	0.13134	0.10968	X	1.56240
SPLITTGERBER	0.09766	0.05315	0.05913	0.06568	0.05485	X	0.78128
TABOR	0.07324	0.03986	0.04435	0.04926	0.04113	X	0.58592
TERREL	0.09765	0.05315	0.05913	0.06567	0.05484	X	0.78120
TEXACO	0.62500	0.34016	0.37845	0.42033	0.35100	X	5.00000
TRUSS	0.01953	0.01063	0.01183	0.01313	0.01097	X	0.15624
TURLAND ESTATE	0.14648	0.07972	0.08870	0.09851	0.08226		0.00000
ACE TURLAND	0.02442	0.01329	0.01479	0.01642	0.01371		0.00000
ANN TURLAND	0.02442	0.01329	0.01479	0.01642	0.01371	X	0.19536
B. T. TURLAND	0.00732	0.00398	0.00443	0.00492	0.00411	X	0.05856
C. G. TURLAND	0.00732	0.00398	0.00443	0.00492	0.00411		0.00000
DONALD TURLAND	0.09766	0.05315	0.05913	0.06568	0.05485	X	0.78128
D. D. TURLAND	0.01831	0.00997	0.01109	0.01231	0.01028		0.00000
M. E. R. TURLAND	0.05859	0.03189	0.03548	0.03940	0.03290	X	0.46872
P. TURLAND	0.02442	0.01329	0.01479	0.01642	0.01371	X	0.19536
W. H. TURLAND	0.07323	0.03986	0.04434	0.04925	0.04113		0.00000
WELBORN	0.30816	0.16772	0.18660	0.20724	0.17306	X	2.46528
BONNIE WELMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
BILLIE JEAN WILMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
MACK WILMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
M. E. WILMETH	0.01302	0.00709	0.00788	0.00876	0.00731	X	0.10416
R. WILMETH	0.01302	0.00709	0.00788	0.00876	0.00731	X	0.10416
T. T. WILMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
T. S. A. WILMETH	0.01303	0.00709	0.00789	0.00876	0.00732	X	0.10424
V. S. WILMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
W. C. WILMETH	0.03907	0.02126	0.02366	0.02628	0.02194	X	0.31256
	12.50000	6.80314	7.56895	8.40655	7.02002		88.70560

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
6	TEXACO, INC.	90.00000	0.19631	0.15371	0.24479	0.24580	X	90.00000
6	PHILLIPS	10.00000	0.02181	0.01708	0.02720	0.02731		0.00000
		100.00000	0.21812	0.17079	0.27199	0.27311		90.00000

TRACT NUMBER	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	TEXACO INC.	11.25000	0.18600	0.14694	0.23457	0.23675	X	81.81818
	BYERS	2.50000	0.04133	0.03265	0.05213	0.05261	X	18.18182
		13.75000	0.22733	0.17959	0.28670	0.28936		100.00000

UNIT PARTICIPATIONS

		UNIT PARTICIPATIONS					RATIFICATIONS	
TRACT	WORKING	WORKING	OIL	OIL	GAS	GAS		% OF TRACT
NUMBER	INTEREST	INTEREST	PHASE 1	PHASE 2	PHASE 1	PHASE 2	RATIFIED?	
	OWNER(S)	(%)	(%)	(%)	(%)	(%)		
=====								
8	SHELL WESTERN E&P INC.	100.00000	4.40224	6.49562	1.89405	3.14829	X	100.00000

		100.00000	4.40224	6.49562	1.89405	3.14829		100.00000

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS
							% OF TRACT
=====							
STATE OF NEW MEXICO	12.50000	4.17111	6.20935	1.81499	3.03243	X	100.00000
	12.50000	4.17111	6.20935	1.81499	3.03243		100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
9	AMOCO PROD. CO.	25.00000	1.30673	0.66896	0.48693	0.60439	X	25.00000
9	ARCO OIL & GAS CO.	25.00000	1.30673	0.66896	0.48693	0.60439	X	25.00000
9	CHEVRON, USA, INC.	25.00000	1.30673	0.66896	0.48693	0.60439	X	25.00000
9	CONOCO, INC.	25.00000	1.30673	0.66896	0.48693	0.60439	X	25.00000
		100.00000	5.22692	2.67584	1.94772	2.41756		100.00000

	ROYALTY INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	STATE OF NEW MEXICO	12.50000	4.95249	2.55791	1.86642	2.32859	X	100.00000
		12.50000	4.95249	2.55791	1.86642	2.32859		100.00000

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
11	MERIDIAN OIL INC.	100.00000	0.58274	0.58848	0.80232	1.20100	X	100.00000
		100.00000	0.58274	0.58848	0.80232	1.20100		100.00000
	ROYALTY INTEREST OWNER(S)						RATIFIED?	RATIFICATIONS % OF TRACT
		ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	J. W. NICHOLS	0.29297	0.01294	0.01318	0.01802	0.02711	X	2.34374
	C. P. NICHOLS	0.14649	0.00647	0.00659	0.00901	0.01356	X	1.17188
	J. A. & D. T. BECKER	0.44759	0.01977	0.02014	0.02753	0.04142	X	3.58073
	J. A. BECKER	0.44759	0.01977	0.02014	0.02753	0.04142	X	3.58073
	COWDEN	2.34375	0.10353	0.10548	0.14416	0.21690	X	18.75000
	SLAGLE	0.29297	0.01294	0.01318	0.01802	0.02711	X	2.34375
	TRUST 1055	0.14649	0.00647	0.00659	0.00901	0.01356	X	1.17188
	GRANT	0.07487	0.00331	0.00337	0.00460	0.00693	X	0.59896
	IRVIN	0.58594	0.02588	0.02637	0.03604	0.05423	X	4.68750
	LEFLORE	3.12500	0.13804	0.14064	0.19221	0.28920	X	25.00000
	NERWICK	0.37164	0.01642	0.01672	0.02286	0.03439	X	2.97309
	PERKINS	0.29297	0.01294	0.01318	0.01802	0.02711	X	2.34375
	REESE	0.78125	0.03451	0.03516	0.04805	0.07230	X	6.25000
	RODGERS	1.04004	0.04594	0.04681	0.06397	0.09625	X	8.32031
	J. SIMPSON	0.37164	0.01642	0.01672	0.02286	0.03439	X	2.97309
	P. J. SIMPSON	0.37164	0.01642	0.01672	0.02286	0.03439		0.00000
	STAGNER	0.78125	0.03451	0.03516	0.04805	0.07230	X	6.25000
	WILLIAMS	0.58594	0.02588	0.02637	0.03604	0.05422	X	4.68750
		12.50000	0.55214	0.56255	0.76883	1.15680		97.02691

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
12	EXXON CO., USA	100.00000	5.74117	4.89492	2.72836	3.59135	X	100.00000
		100.00000	5.74117	4.89492	2.72836	3.59135		100.00000
=====								
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	STATE OF NEW MEXICO	12.50000	5.43974	4.67920	2.61448	3.45918	X	100.00000
		12.50000	5.43974	4.67920	2.61448	3.45918		100.00000

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
13	MERIDIAN OIL INC.	100.00000	1.73750	1.43819	1.95119	1.45620	X	100.00000
		100.00000	1.73750	1.43819	1.95119	1.45620		100.00000
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
	KOLLIKER	0.09766	0.01286	0.01074	0.01461	0.01096	X	0.39062
	C. GUTMAN TRUST	4.06901	0.53590	0.44753	0.60864	0.45658	X	16.27604
	DANIELS	0.39063	0.05145	0.04296	0.05843	0.04383	X	1.56250
	FT. WORTH NATL BANK	0.09766	0.01286	0.01074	0.01461	0.01096	X	0.39062
	A. E. GUTMAN	2.71267	0.35726	0.29835	0.40576	0.30439		0.00000
	EST OF MAX GUTMAN	8.13802	1.07179	0.89506	1.21728	0.91316	X	32.55208
	D. L. GUTMAN	2.71268	0.35726	0.29835	0.40576	0.30439	X	10.85070
	B. GUTTAG	4.06901	0.53590	0.44753	0.60864	0.45658	X	16.27604
	SOCOLOW	2.71267	0.35726	0.29835	0.40576	0.30439	X	10.85070
		25.00000	3.29255	2.74962	3.73949	2.80522		89.14931

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
14	AMOCO PROD. CO.	24.21875	0.74427	0.63013	0.44852	0.52416	X	24.21875
14	ANN W. MORRIS	0.52084	0.01601	0.01355	0.00965	0.01127	X	0.52084
14	ARCO OIL & GAS CO.	24.21875	0.74427	0.63013	0.44852	0.52416	X	24.21875
14	CHEVRON, USA, INC.	24.21875	0.74427	0.63013	0.44852	0.52416	X	24.21875
14	CONOCO, INC.	24.21875	0.74427	0.63013	0.44852	0.52416	X	24.21875
14	IRMA SPEAR	1.56250	0.04802	0.04065	0.02894	0.03382	X	1.56250
14	J. H. HENDRIX CORP.	1.04166	0.03201	0.02710	0.01929	0.02254		0.00000
		100.00000	3.07312	2.60182	1.85196	2.16427		98.95834

	ROYALTY INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
BAKER		0.02170	0.00505	0.00432	0.00308	0.00362	X	0.17636
BENISCHEK		1.39322	0.32454	0.27721	0.19780	0.23235	X	11.32268
BENSON		0.19531	0.04550	0.03886	0.02773	0.03257	X	1.58728
E. F. BLAIN		0.02170	0.00505	0.00432	0.00308	0.00362	X	0.17636
E. L. BLAIN		0.02170	0.00505	0.00432	0.00308	0.00362	X	0.17636
CITIZENS		0.78125	0.18199	0.15545	0.11092	0.13029	X	6.34921
COFFELT		0.01953	0.00455	0.00389	0.00277	0.00326	X	0.15872
COOPER		0.03906	0.00910	0.00777	0.00555	0.00651	X	0.31744
GOODFREY		0.09765	0.02275	0.01943	0.01386	0.01629	X	0.79360
GOODDING		0.01799	0.00419	0.00358	0.00255	0.00300	X	0.14620
KAEMPF		0.11709	0.02728	0.02330	0.01662	0.01953	X	0.95159
LIBERTY		0.67709	0.15772	0.13472	0.09613	0.11292	X	5.50270
WOLFSON PROPERTIES		0.72917	0.16985	0.14508	0.10352	0.12160	X	5.92596
MORRIS		0.00651	0.00152	0.00130	0.00092	0.00109	X	0.05291
O'CONNER		0.09766	0.02275	0.01943	0.01387	0.01629	X	0.79368
PFILE		0.78125	0.18199	0.15545	0.11092	0.13029	X	6.34921
PHILADELPHIA NATL BANK		0.06511	0.01517	0.01296	0.00924	0.01086		0.00000
RICE		1.56250	0.36397	0.31089	0.22183	0.26058	X	12.69842
SENNER		0.15625	0.03640	0.03109	0.02218	0.02606	X	1.26984
SMITH		0.67708	0.15772	0.13472	0.09613	0.11292	X	5.50262
SW BAPTIST		1.24349	0.28966	0.24742	0.17654	0.20738	X	10.10583
E. SPEAR		0.09765	0.02275	0.01943	0.01386	0.01629	X	0.79360
H. SPEAR		0.09766	0.02275	0.01943	0.01387	0.01629	X	0.79368
F. B. SWARTS		0.19531	0.04550	0.03886	0.02773	0.03257		0.00000
H. L. & F. B. SWARTS		0.09766	0.02275	0.01943	0.01387	0.01629		0.00000
TEX COMM BANK		1.56250	0.36397	0.31089	0.22183	0.26058	X	12.69842
TODD		0.67708	0.15772	0.13472	0.09613	0.11292		0.00000
WOLFSON		0.72917	0.16985	0.14508	0.10352	0.12160	X	5.92596
WRIGHT		0.12534	0.02920	0.02494	0.01779	0.02090	X	1.01864
		12.30468	2.86627	2.44829	1.74693	2.05205		91.58727

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
15	TEXACO, INC. (GETTY OIL)	100.00000	4.08323	3.82021	2.90973	5.28637	X	100.00000
		100.00000	4.08323	3.82021	2.90973	5.28637		100.00000
=====								
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	STATE OF NEW MEXICO	12.50000	3.86885	3.65185	2.78828	5.09182	X	100.00000
		12.50000	3.86885	3.65185	2.78828	5.09182		100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
16	CITIES SERVICE	100.00000	1.30546	2.05668	2.90036	1.82178	X	100.00000

		100.00000	1.30546	2.05668	2.90036	1.82178		100.00000

TRACT NUMBER	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
	STATE OF NEW MEXICO	12.50000	1.23692	1.96604	2.77930	1.75473	X	100.00000

		12.50000	1.23692	1.96604	2.77930	1.75473		100.00000

UNIT PARTICIPATIONS

UNIT PARTICIPATIONS							RATIFICATIONS	
TRACT	WORKING	WORKING	OIL	OIL	GAS	GAS		% OF TRACT
NUMBER	INTEREST	INTEREST	PHASE 1	PHASE 2	PHASE 1	PHASE 2	RATIFIED?	
	OWNER(S)	(%)	(%)	(%)	(%)	(%)		
=====								
17	SHELL WESTERN E&P INC.	100.00000	2.16739	2.28469	3.75921	3.01373	X	100.00000
		100.00000	2.16739	2.28469	3.75921	3.01373		100.00000

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS
							% OF TRACT
=====							
STATE OF NEW MEXICO	12.50000	2.05359	2.18400	3.60230	2.90282	X	100.00000
	12.50000	2.05359	2.18400	3.60230	2.90282		100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
188D	AJM CO.	2.06665	0.06882	0.06162	0.03647	0.03637	X	2.06665
188D	ARCO OIL & GAS CO.	25.00000	0.83252	0.74541	0.44124	0.43991	X	25.00000
188D	B.M. JERIGAN	14.46667	0.48175	0.43134	0.25534	0.25457	X	14.46667
188D	CEM CO.	2.06665	0.06882	0.06162	0.03647	0.03637	X	2.06665
188D	EMM CO.	2.06667	0.06882	0.06162	0.03647	0.03637	X	2.06667
188D	J.E. MORAN TRUST	14.46667	0.48175	0.43134	0.25534	0.25457		0.00000
188D	KAM CO.	2.06667	0.06882	0.06162	0.03647	0.03637	X	2.06667
188D	KPM CO.	2.06667	0.06882	0.06162	0.03647	0.03637	X	2.06667
188D	PARRISH TRUST	6.60001	0.21979	0.19679	0.11649	0.11614	X	6.60001
188D	PGM CO.	2.06667	0.06882	0.06162	0.03647	0.03637	X	2.06667
188D	SHELL WESTERN E&P INC.	25.00000	0.83252	0.74541	0.44124	0.43991	X	25.00000
188D	TMM CO.	2.06667	0.06882	0.06162	0.03647	0.03637	X	2.06667
		100.00000	3.33007	2.98163	1.76494	1.75969		85.53333

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
		OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
SELMA ANDREWS	2.51742	0.63544	0.57402	0.34061	0.34135	X	16.95946
ARCO	3.12500	0.78881	0.71256	0.42282	0.42373	X	21.05263
REP NATL AGENCY	2.17008	0.54777	0.49482	0.29362	0.29425	X	14.61949
C. H. COLL	0.39062	0.09860	0.08907	0.05285	0.05297	X	2.63155
J. F. COLL	0.39062	0.09860	0.08907	0.05285	0.05297	X	2.63155
J. N. COLL	0.39063	0.09860	0.08907	0.05285	0.05297	X	2.63161
M. W. COLL	0.39063	0.09860	0.08907	0.05285	0.05297	X	2.63161
J. BLEVINS CRUMP	1.17187	0.29580	0.26721	0.15856	0.15890	X	7.89470
D. C. BLEVINS	1.17188	0.29580	0.26721	0.15856	0.15890	X	7.89477
HENDRICK MEM HOSP	1.56250	0.39440	0.35628	0.21141	0.21187	X	10.52632
WISER OIL	1.56250	0.39440	0.35628	0.21141	0.21187	X	10.52632
		14.84375	3.74684	3.38465	2.00838	2.01273	100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
18T	AJM CO.	1.29167	0.00000	0.00219	0.00571	0.01083	X	1.29167
18T	ARCO OIL & GAS CO.	25.00000	0.00000	0.04232	0.11047	0.20970	X	25.00000
18T	B.M. JERIGAN	9.04167	0.00000	0.01531	0.03995	0.07584	X	9.04167
18T	CEM CO.	1.29167	0.00000	0.00219	0.00571	0.01083	X	1.29167
18T	EMM CO.	1.29166	0.00000	0.00219	0.00571	0.01083	X	1.29166
18T	J.E. MORAN TRUST	9.04166	0.00000	0.01531	0.03995	0.07584		0.00000
18T	KAM CO.	1.29166	0.00000	0.00219	0.00571	0.01083	X	1.29166
18T	KPM CO.	1.29166	0.00000	0.00219	0.00571	0.01083	X	1.29166
18T	PARRISH TRUST	4.12503	0.00000	0.00698	0.01823	0.03460	X	4.12503
18T	PGM CO.	1.29166	0.00000	0.00219	0.00571	0.01083	X	1.29166
18T	SHELL WESTERN E&P INC.	43.75000	0.00000	0.07406	0.19333	0.36698	X	43.75000
18T	TMM CO.	1.29166	0.00000	0.00219	0.00571	0.01083	X	1.29166
		100.00000	0.00000	0.16931	0.44190	0.83877		90.95834

RATIFICATIONS
% OF TRACT

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
REP NATL BANK, ANDREWS	2.93699	0.00000	0.03803	0.09949	0.18982	X	18.33827
ARCO	3.12500	0.00000	0.04046	0.10586	0.20198	X	19.51219
REP NATL BANK, BRAILLE	2.53176	0.00000	0.03278	0.08577	0.16363	X	15.80806
C. H. COLL	0.39062	0.00000	0.00506	0.01323	0.02525	X	2.43899
J. N. COLL	0.39062	0.00000	0.00506	0.01323	0.02525	X	2.43899
J. F. COLL	0.39063	0.00000	0.00506	0.01323	0.02525	X	2.43905
M. W. COLL	0.39063	0.00000	0.00506	0.01323	0.02525	X	2.43905
J. B. BLEVINS	1.36719	0.00000	0.01770	0.04632	0.08836	X	8.53660
D. C. BLEVINS	1.36719	0.00000	0.01770	0.04632	0.08836	X	8.53660
HENDRICK MEM HOSP	1.56250	0.00000	0.02023	0.05293	0.10099	X	9.75609
WISER OIL	1.56250	0.00000	0.02023	0.05293	0.10099	X	9.75609
		16.01563	0.00000	0.20737	0.54255	1.03512	100.00000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
19	ARCO OIL & GAS CO.	25.00000	0.49958	0.43728	0.41988	0.29803	X	25.00000
19	B.M. JERIGAN	3.61666	0.07227	0.06326	0.06074	0.04311	X	3.61666
19	J.E. MORAN TRUST	3.61667	0.07227	0.06326	0.06074	0.04311		0.00000
19	MORAN PARTNERSHIP	3.61667	0.07227	0.06326	0.06074	0.04311	X	3.61667
19	PARRISH TRUST	1.65000	0.03297	0.02886	0.02771	0.01967	X	1.65000
19	SHELL WESTERN E&P INC.	62.50000	1.24895	1.09319	1.04970	0.74507	X	62.50000
		100.00000	1.99831	1.74911	1.67951	1.19210	0.00000	96.38333

TRACT NUMBER	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
S. ANDREWS		3.35656	0.50842	0.44898	0.43217	0.30833	X	19.08973
ARCO		3.12500	0.47335	0.41801	0.40235	0.28706	X	17.77278
REP NATL BANK, BRAILLE		2.89344	0.43827	0.38703	0.37254	0.26579	X	16.45583
C. H. COLL		0.39062	0.05917	0.05225	0.05029	0.03588	X	2.22157
J. N. COLL		0.39062	0.05917	0.05225	0.05029	0.03588	X	2.22157
J. F. COLL		0.39063	0.05917	0.05225	0.05029	0.03588	X	2.22163
M. W. COLL		0.39063	0.05917	0.05225	0.05029	0.03588	X	2.22163
J. B. CRUMP		1.56250	0.23667	0.20900	0.20118	0.14353	X	8.88639
D. C. BLEVINS		1.56250	0.23667	0.20900	0.20118	0.14353	X	8.88639
HENDRICK MEM HOSP		1.56250	0.23667	0.20900	0.20118	0.14353	X	8.88639
MORAN PARTNERSHIP		0.39557	0.05992	0.05291	0.05093	0.03634	X	2.24972
WISER OIL		1.56250	0.23667	0.20900	0.20118	0.14353	X	8.88639
		17.58307	2.66333	2.35195	2.26387	1.61515		100.00000

UNIT PARTICIPATIONS

		UNIT PARTICIPATIONS					RATIFICATIONS	
TRACT	WORKING	WORKING	OIL	OIL	GAS	GAS		% OF TRACT
NUMBER	INTEREST	INTEREST	PHASE 1	PHASE 2	PHASE 1	PHASE 2	RATIFIED?	
	OWNER(S)	(%)	(%)	(%)	(%)	(%)		
=====								
20	SHELL WESTERN E&P INC.	100.00000	4.52358	5.72726	8.72540	7.08475	X	100.00000

		100.00000	4.52358	5.72726	8.72540	7.08475		100.00000

	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	ARCO	6.25000	2.14304	2.73743	4.18060	3.41201	X	50.00000
	ELLIOTT OIL	0.78125	0.26788	0.34218	0.52258	0.42650	X	6.25000
	HAND TRUST, 101-3084	0.09766	0.03349	0.04277	0.06532	0.05331	X	0.78128
	HAND TRUST, 1013068	0.09765	0.03348	0.04277	0.06532	0.05331	X	0.78120
	H. HERRING	0.78125	0.26788	0.34218	0.52258	0.42650	X	6.25000
	L. HERRING	0.19532	0.06697	0.08555	0.13065	0.10663	X	1.56256
	R. HERRING	0.19531	0.06697	0.08554	0.13064	0.10662	X	1.56248
	JETER	0.78125	0.26788	0.34218	0.52258	0.42650		0.00000
	JONES	0.19531	0.06697	0.08554	0.13064	0.10662	X	1.56248
	JONES ROBINSON	0.39063	0.13394	0.17109	0.26129	0.21325	X	3.12504
	UNITED N. M. TRUST	1.17188	0.40182	0.51327	0.78387	0.63975	X	9.37504
	S. H. LLOYD	0.19531	0.06697	0.08554	0.13064	0.10662	X	1.56248
	SHRINERS	0.39062	0.13394	0.17109	0.26128	0.21325	X	3.12496
	J. S. SULLIVAN TRUST, 101-3076	0.09766	0.03349	0.04277	0.06532	0.05331	X	0.78128
	J. S. SULLIVAN TRUST, 101-3033	0.09765	0.03348	0.04277	0.06532	0.05331	X	0.78120
	TENNECO	0.78125	0.26788	0.34218	0.52258	0.42650	X	6.25000

		12.50000	4.28608	5.47486	8.36120	6.82402		93.75000

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
21	A.Z. CONE	6.00000	0.10577	0.16127	0.23331	0.21149	X	6.00000
21	CHARLES L. COBB	0.25000	0.00441	0.00672	0.00972	0.00881	X	0.25000
21	FELMONT OIL CORP.	4.49220	0.07919	0.12074	0.17468	0.15835	X	4.49220
21	J. BARRISON	0.06250	0.00110	0.00168	0.00243	0.00220		0.00000
21	K.A.C. KECK	9.16666	0.16160	0.24639	0.35645	0.32312	X	9.16666
21	L. HOWARD	0.12500	0.00220	0.00336	0.00486	0.00441		0.00000
21	MARATHON	70.50780	1.24299	1.89515	2.74170	2.48533	X	70.50780
21	M. RIWINSKY	0.06250	0.00110	0.00168	0.00243	0.00220		0.00000
21	M.C. KASTMAN	4.16667	0.07345	0.11199	0.16202	0.14687	X	4.16667
21	D.W. MCWHORTER	0.25000	0.00441	0.00672	0.00972	0.00881	X	0.25000
21	P. SHELTON	0.37500	0.00661	0.01008	0.01458	0.01322		0.00000
21	S.E. CONE, JR.	4.54167	0.08007	0.12207	0.17660	0.16009	X	4.54167
		100.00000	1.76290	2.68785	3.88850	3.52490		99.37500

ROYALTY INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
WELBORN	0.62500	0.08352	0.12847	0.18631	0.16976	X	6.93767
J. R. CONE	1.75781	0.23489	0.36132	0.52400	0.47745		0.00000
DUNCAN	0.07812	0.01044	0.01606	0.02329	0.02122	X	0.86715
H. E. CONE	0.78125	0.10440	0.16059	0.23289	0.21220		0.00000
CAMPBELL	0.15625	0.02088	0.03212	0.04658	0.04244	X	1.73442
HARMON	1.17187	0.15659	0.24088	0.34933	0.31830	X	13.00807
DANGLADE	0.39063	0.05220	0.08029	0.11645	0.10610	X	4.33610
A. Z. CONE	0.19531	0.02610	0.04015	0.05822	0.05305	X	2.16799
FULTON	0.19531	0.02610	0.04015	0.05822	0.05305	X	2.16799
S. E. CONE	0.13021	0.01740	0.02676	0.03882	0.03537	X	1.44537
SPEIGHT	0.39063	0.05220	0.08029	0.11645	0.10610	X	4.33610
RORSCHACH	0.19532	0.02610	0.04015	0.05822	0.05305	X	2.16810
J. W. GLASS	0.01831	0.00245	0.00376	0.00546	0.00497	X	0.20325
KECK	0.91146	0.12180	0.18735	0.27170	0.24757	X	10.11745
S. WOLFSON	0.07812	0.01044	0.01606	0.02329	0.02122	X	0.86715
R. WOLFSON	0.07813	0.01044	0.01606	0.02329	0.02122	X	0.86726
KASTMAN	1.10677	0.14789	0.22750	0.32992	0.30061	X	12.28545
PENN BANK	0.07324	0.00979	0.01505	0.02183	0.01989		0.00000
RHONE	0.15625	0.02088	0.03212	0.04658	0.04244		0.00000
G. EAGER	0.09766	0.01305	0.02007	0.02911	0.02653	X	1.08405
M. R. EAGER	0.09765	0.01305	0.02007	0.02911	0.02652	X	1.08394
D. M. PHILLIPS	0.01464	0.00196	0.00301	0.00436	0.00398	X	0.16251
J. W. PHILLIPS	0.01465	0.00196	0.00301	0.00437	0.00398	X	0.16262
P. M. PHILLIPS	0.01465	0.00196	0.00301	0.00437	0.00398		0.00000
MARKMAN	0.19532	0.02610	0.04015	0.05822	0.05305	X	2.16810

BRADFIELD	0.01831	0.00245	0.00376	0.00546	0.00497	X	0.20325
P. D. PHILLIPS	0.01465	0.00196	0.00301	0.00437	0.00398	X	0.16262
W. D. PHILLIPS	0.01465	0.00196	0.00301	0.00437	0.00398	X	0.16262
J. W. GLASS, EXEC OF E. P. GLASS	0.03662	0.00489	0.00753	0.01092	0.00995	X	0.40649
	9.00879	1.20382	1.85177	2.68548	2.44691		69.10573

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		

23	SHELL WESTERN E&P INC.	100.00000	4.20939	4.48288	7.61482	6.51609	X	100.00000
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		100.00000	4.20939	4.48288	7.61482	6.51609		100.00000
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ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS
							% OF TRACT

ARCO	6.25000	1.99419	2.14266	3.64849	3.13814	X	50.00000
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ELLIOTT OIL	0.78125	0.24927	0.26783	0.45606	0.39227	X	6.25000
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HAND TRUST, 101-3084	0.09766	0.03116	0.03348	0.05701	0.04904	X	0.78128
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HAND TRUST, 1013068	0.09765	0.03116	0.03348	0.05700	0.04903	X	0.78120
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H. HERRING	0.78125	0.24927	0.26783	0.45606	0.39227	X	6.25000
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L. HERRING	0.19532	0.06232	0.06696	0.11402	0.09807	X	1.56256
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R. HERRING	0.19531	0.06232	0.06696	0.11401	0.09807	X	1.56248
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JETER	0.78125	0.24927	0.26783	0.45606	0.39227		0.00000
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JONES	0.19531	0.06232	0.06696	0.11401	0.09807	X	1.56248
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JONES ROBINSON	0.39063	0.12464	0.13392	0.22803	0.19614	X	3.12504
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UNITED N. M. TRUST	1.17188	0.37391	0.40175	0.68409	0.58840	X	9.37504
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S. H. LLOYD	0.19531	0.06232	0.06696	0.11401	0.09807	X	1.56248
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SHRINERS	0.39062	0.12464	0.13391	0.22803	0.19613	X	3.12496
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J. S. SULLIVAN TRUST, 101-3076	0.09766	0.03116	0.03348	0.05701	0.04904	X	0.78128
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J. S. SULLIVAN TRUST, 101-3033	0.09765	0.03116	0.03348	0.05700	0.04903	X	0.78120
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TENNECO	0.78125	0.24927	0.26783	0.45606	0.39227	X	6.25000
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	12.50000	3.98838	4.28532	7.29698	6.27628		93.75000
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UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
24	DUER WAGNER JR.	17.43750	0.07225	0.48497	0.14355	0.64344	X	17.43750
24	DUER WAGNER, III	1.31250	0.00544	0.03650	0.01080	0.04843	X	1.31250
24	CHEVRON, USA, INC.(GULF OIL CORP.)	81.25000	0.33664	2.25972	0.66886	2.99809	X	81.25000
		100.00000	0.41433	2.78119	0.82321	3.68996		100.00000

ROYALTY INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
J. W. GLASS, JR.	0.01830	0.00057	0.00389	0.00115	0.00520	X	0.16732
S. E. CONE	2.34865	0.07376	0.49953	0.14822	0.66780	X	21.47376
KASTMAN	0.48830	0.01534	0.10386	0.03082	0.13884	X	4.46454
J. R. CONE	2.30470	0.07238	0.49019	0.14544	0.65530		0.00000
A. L. CONE	1.40630	0.04417	0.29911	0.08875	0.39986		0.00000
SPEIGHT	0.78120	0.02453	0.16615	0.04930	0.22212	X	7.14253
COBB	0.02930	0.00092	0.00623	0.00185	0.00833	X	0.26789
MCWHORTER	0.02930	0.00092	0.00623	0.00185	0.00833	X	0.26789
SHELTON	0.04390	0.00138	0.00934	0.00277	0.01248		0.00000
WOODS	0.39060	0.01227	0.08308	0.02465	0.11106	X	3.57127
FELMONT	0.56150	0.01763	0.11943	0.03544	0.15965	X	5.13381
HOWARD	0.01470	0.00046	0.00313	0.00093	0.00418		0.00000
PENN BANK	0.07320	0.00230	0.01557	0.00462	0.02081		0.00000
BRADFIELD	0.01830	0.00057	0.00389	0.00115	0.00520	X	0.16732
KECK	1.52345	0.04785	0.32402	0.09614	0.43317	X	13.92894
D. M. PHILLIPS	0.01470	0.00046	0.00313	0.00093	0.00418	X	0.13440
SCHWANECKE	0.39060	0.01227	0.08308	0.02465	0.11106	X	3.57127
J. W. PHILLIPS	0.01470	0.00046	0.00313	0.00093	0.00418	X	0.13440
P. M. PHILLIPS	0.01460	0.00046	0.00311	0.00092	0.00415		0.00000
PETERSON	0.39060	0.01227	0.08308	0.02465	0.11106	X	3.57127
GARRISON	0.00730	0.00023	0.00155	0.00046	0.00208		0.00000
R. M. PHILLIPS ESTATE	0.01460	0.00046	0.00311	0.00092	0.00415	X	0.13349
J. W. GLASS SPEC	0.01830	0.00057	0.00389	0.00115	0.00520	X	0.16732
J. W. GLASS, JR., TRUSTEE	0.01830	0.00057	0.00389	0.00115	0.00520	X	0.16732
P. D. PHILLIPS TRUST	0.01460	0.00046	0.00311	0.00092	0.00415	X	0.13349
T. W. SCHNAUBERT	0.00730	0.00023	0.00155	0.00046	0.00208	X	0.06674
	10.93730	0.34350	2.32625	0.69023	3.10983		64.66495

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
25B	TEXACO, INC. (GETTY OIL)	43.75000	0.78034	0.66610	1.04645	0.76993	X	43.75000
25B	DEVON CORPORATION	30.65625	0.54679	0.46675	0.73327	0.53950		0.00000
25B	DEVON-SMEDVIS	25.59375	0.45650	0.38967	0.61218	0.45041		0.00000
		100.00000	1.78363	1.52252	2.39190	1.75984		43.75000

	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	J. MARKHAM	0.71947	0.09727	0.08377	0.13193	0.09756	X	5.75576
	J. I. MARKHAM	0.06378	0.00862	0.00743	0.01170	0.00865	X	0.51024
	BYERS	0.17857	0.02414	0.02079	0.03274	0.02422	X	1.42856
	MOBERLY	0.22321	0.03018	0.02599	0.04093	0.03027	X	1.78568
	C. B. MARKHAM	0.06378	0.00862	0.00743	0.01170	0.00865	X	0.51024
	B. J. MARKHAM	0.06378	0.00862	0.00743	0.01170	0.00865	X	0.51024
	D. L. HANNIFIN	0.07441	0.01006	0.00866	0.01364	0.01009		0.00000
	UNITED N.M. TRUST	0.66964	0.09053	0.07797	0.12279	0.09081	X	5.35712
	RATCLIFF	0.03189	0.00431	0.00371	0.00585	0.00432		0.00000
	TEXACO	1.60714	0.21728	0.18713	0.29469	0.21794	X	12.85712
	FIRST CITY NATL BANK	0.44643	0.06036	0.05198	0.08186	0.06054	X	3.57144
	KOLLIKER	0.44644	0.06036	0.05198	0.08186	0.06054	X	3.57152
	R. H. HANNIFIN	0.07441	0.01006	0.00866	0.01364	0.01009	X	0.59528
	WYBOCKI	0.07441	0.01006	0.00866	0.01364	0.01009	X	0.59528
	PROCTOR	0.06378	0.00862	0.00743	0.01170	0.00865	X	0.51024
	ADKINS	0.07440	0.01006	0.00866	0.01364	0.01009	X	0.59520
	MCCORMICK	0.07440	0.01006	0.00866	0.01364	0.01009		0.00000
	ELLIOT OIL	1.33928	0.18107	0.15594	0.24558	0.18161	X	10.71424
	SHRINERS	0.22322	0.03018	0.02599	0.04093	0.03027	X	1.78576
	CLEVELAND	0.44643	0.06036	0.05198	0.08186	0.06054	X	3.57144
	WELBORN	0.11161	0.01509	0.01300	0.02047	0.01513	X	0.89288
	D. A. COPPEDGE	0.02791	0.00377	0.00325	0.00512	0.00378	X	0.22328
	J. E. MOORE	0.05580	0.00754	0.00650	0.01023	0.00757	X	0.44640
	STORM	0.11161	0.01509	0.01300	0.02047	0.01513	X	0.89288
	S. WOLFSON	0.19949	0.02697	0.02323	0.03658	0.02705	X	1.59592
	J. T. COPPEDGE	0.02791	0.00377	0.00325	0.00512	0.00378	X	0.22328
	N. L. MARKHAM	0.03188	0.00431	0.00371	0.00585	0.00432		0.00000
	M. H. MOORE	0.05580	0.00754	0.00650	0.01023	0.00757		0.00000
	WILLIAMSON	0.50223	0.06790	0.05848	0.09209	0.06811	X	4.01784
	ANTWINE	0.50223	0.06790	0.05848	0.09209	0.06811		0.00000
	WHEELER	0.05580	0.00754	0.00650	0.01023	0.00757		0.00000
	RATCLIFF	0.06377	0.00862	0.00742	0.01169	0.00865	X	0.51016
	COHN	0.19531	0.02641	0.02274	0.03581	0.02649	X	1.56248

LANDEN	0.05580	0.00754	0.00650	0.01023	0.00757		0.00000
DOTSON	0.44643	0.06036	0.05198	0.08186	0.06054		0.00000
CHRISTMANN	0.22878	0.03093	0.02664	0.04195	0.03102	X	1.83024
SCHULER	0.44643	0.06036	0.05198	0.08186	0.06054	X	3.57144
H. E. CONE	0.19531	0.02641	0.02274	0.03581	0.02649		0.00000
BARTON	1.11607	0.15089	0.12995	0.20465	0.15135	X	8.92856
M. J. MCWHORTER	0.05580	0.00754	0.00650	0.01023	0.00757	X	0.44640
B. W. MCWHORTER	0.05581	0.00755	0.00650	0.01023	0.00757	X	0.44648
H. M. MOBERLY	0.22322	0.03018	0.02599	0.04093	0.03027	X	1.78576
ALLISON	0.05580	0.00754	0.00650	0.01023	0.00757		0.00000
VOELKER	0.07440	0.01006	0.00866	0.01364	0.01009	X	0.59520
R. I. WOLFSON	0.19950	0.02697	0.02323	0.03658	0.02705	X	1.59600
FT. WORTH NATL BANK	0.44643	0.06036	0.05198	0.08186	0.06054	X	3.57144
	-----	-----	-----	-----	-----		-----
	12.50000	1.68998	1.45542	2.29206	1.69507		87.36200

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
25TD	TEXACO, INC. (GETTY OIL)	100.00000	0.57097	0.92837	0.35814	0.74939	X	100.00000
=====								
		100.00000	0.57097	0.92837	0.35814	0.74939		100.00000

	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
J. MARKHAM		0.71947	0.03114	0.05108	0.01975	0.04155	X	5.75576
J. I. MARKHAM		0.06378	0.00276	0.00453	0.00175	0.00368	X	0.51024
BYERS		0.17857	0.00773	0.01268	0.00490	0.01031	X	1.42856
MOBERLY		0.22321	0.00966	0.01585	0.00613	0.01289	X	1.78568
C. B. MARKHAM		0.06378	0.00276	0.00453	0.00175	0.00368	X	0.51024
B. J. MARKHAM		0.06378	0.00276	0.00453	0.00175	0.00368	X	0.51024
D. L. HANNIFIN		0.07441	0.00322	0.00528	0.00204	0.00430		0.00000
UNITED N.M. TRUST		0.66964	0.02898	0.04754	0.01839	0.03867	X	5.35712
RATCLIFF		0.03189	0.00138	0.00226	0.00088	0.00184		0.00000
TEXACO		1.60714	0.06956	0.11410	0.04412	0.09280	X	12.85712
FIRST CITY NATL BANK		0.44643	0.01932	0.03169	0.01226	0.02578	X	3.57144
KOLLIKER		0.44644	0.01932	0.03170	0.01226	0.02578	X	3.57152
R. H. HANNIFIN		0.07441	0.00322	0.00528	0.00204	0.00430	X	0.59528
WYDOCKI		0.07441	0.00322	0.00528	0.00204	0.00430	X	0.59528
PROCTOR		0.06378	0.00276	0.00453	0.00175	0.00368	X	0.51024
ADKINS		0.07440	0.00322	0.00528	0.00204	0.00430	X	0.59520
MCCORMICK		0.07440	0.00322	0.00528	0.00204	0.00430		0.00000
ELLIOT OIL		1.33928	0.05796	0.09508	0.03677	0.07734	X	10.71424
SHRINERS		0.22322	0.00966	0.01585	0.00613	0.01289	X	1.78576
CLEVELAND		0.44643	0.01932	0.03169	0.01226	0.02578	X	3.57144
WELBORN		0.11161	0.00483	0.00792	0.00306	0.00644	X	0.89288
D. A. COPPEDGE		0.02791	0.00121	0.00198	0.00077	0.00161	X	0.22328
J. E. MOORE		0.05580	0.00241	0.00396	0.00153	0.00322	X	0.44640
STORM		0.11161	0.00483	0.00792	0.00306	0.00644	X	0.89288
S. WOLFSON		0.19949	0.00863	0.01416	0.00548	0.01152	X	1.59592
J. T. COPPEDGE		0.02791	0.00121	0.00198	0.00077	0.00161	X	0.22328
N. L. MARKHAM		0.03188	0.00138	0.00226	0.00088	0.00184		0.00000
M. H. MOORE		0.05580	0.00241	0.00396	0.00153	0.00322		0.00000
WILLIAMSON		0.50223	0.02174	0.03566	0.01379	0.02900	X	4.01784
ANTWINE		0.50223	0.02174	0.03566	0.01379	0.02900		0.00000
WHEELER		0.05580	0.00241	0.00396	0.00153	0.00322		0.00000
RATCLIFF		0.06377	0.00276	0.00453	0.00175	0.00368	X	0.51016
COHN		0.19531	0.00845	0.01387	0.00536	0.01128	X	1.56248
LANDEN		0.05580	0.00241	0.00396	0.00153	0.00322		0.00000
DOTSON		0.44643	0.01932	0.03169	0.01226	0.02578		0.00000
CHRISTMANN		0.22878	0.00990	0.01624	0.00628	0.01321	X	1.83024

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
26	ATLANTIC RICHFIELD CO.	100.00000	3.85099	1.95186	2.01121	1.88547	X	100.00000

		100.00000	3.85099	1.95186	2.01121	1.88547		100.00000

UNIT PARTICIPATIONS							RATIFICATIONS
ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	% OF TRACT
=====							
COHN	0.19531	0.05701	0.02915	0.03011	0.02838	X	1.56248
J. E. MOORE	0.05580	0.01629	0.00833	0.00860	0.00811	X	0.44643
E. WHEELER	0.05580	0.01629	0.00833	0.00860	0.00811		0.00000
M. J. MCWHORTER	0.05580	0.01629	0.00833	0.00860	0.00811	X	0.44643
LANDEN	0.05580	0.01629	0.00833	0.00860	0.00811		0.00000
M. H. MOORE	0.05580	0.01629	0.00833	0.00860	0.00811		0.00000
ALLISON	0.05580	0.01629	0.00833	0.00860	0.00811		0.00000
D. A. COPPEDGE	0.02790	0.00814	0.00416	0.00430	0.00405	X	0.22321
J. T. COPPEDGE	0.02790	0.00814	0.00416	0.00430	0.00405	X	0.22321
B. W/ MCWHORTER	0.05580	0.01629	0.00833	0.00860	0.00811	X	0.44643
WILLIAMSON	0.50223	0.14660	0.07497	0.07743	0.07297	X	4.01784
ANTWINE	0.50223	0.14660	0.07497	0.07743	0.07297		0.00000
BARTON	1.11607	0.32579	0.16659	0.17208	0.16215	X	8.92856
D. L. HANNIFIN	0.07441	0.02172	0.01111	0.01147	0.01081		0.00000
R. I. WOLFSON	0.19950	0.05823	0.02978	0.03076	0.02898	X	1.59600
KOLLIKER	0.44643	0.13031	0.06664	0.06883	0.06486	X	3.57144
B. J. MARKHAM	0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51021
STORM	0.11161	0.03258	0.01666	0.01721	0.01622	X	0.89288
PROCTOR	0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51021
C. B. MARKHAM	0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51021
RATCLIFF	0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51020
BYERS	0.17857	0.05213	0.02665	0.02753	0.02594	X	1.42856
G. A. MOBERLY	0.22321	0.06516	0.03332	0.03441	0.03243	X	1.78568
K. MCCORMICK	0.07441	0.02172	0.01111	0.01147	0.01081		0.00000
WYGOCKI	0.07441	0.02172	0.01111	0.01147	0.01081	X	0.59524
ADKINS	0.07441	0.02172	0.01111	0.01147	0.01081	X	0.59524
FT WORTH NATL BANK	0.44643	0.13031	0.06664	0.06883	0.06486		0.00000
CHRISTMANN	0.22879	0.06678	0.03415	0.03528	0.03324	X	1.83032
ELLIOTT OIL	1.33929	0.39094	0.19991	0.20649	0.19458	X	10.71432
UNITED N. M. TRUST	0.66965	0.19547	0.09996	0.10325	0.09729	X	5.35720
JACJ MARKHAM	0.71947	0.21001	0.10739	0.11093	0.10453	X	5.75572
H. MOBERLY	0.22322	0.06516	0.03332	0.03442	0.03243	X	1.78576
SCHULER	0.44643	0.13031	0.06664	0.06883	0.06486	X	3.57144
SHRINERS	0.22321	0.06516	0.03332	0.03441	0.03243	X	1.78568
TEXACO	1.60714	0.46913	0.23989	0.24779	0.23350	X	12.85712
WELBORN	0.11161	0.03258	0.01666	0.01721	0.01622	X	0.89288

S. WOLFSON
 DOTSON
 JOHN MARKHAM
 CLEVELAND
 FIRST CITY NATL BANK
 H. E. CONE
 R. H. HANNIFIN
 VOELKER
 WHITE

0.19949	0.05823	0.02978	0.03076	0.02898	X	1.59592
0.44643	0.13031	0.06664	0.06883	0.06486		0.00000
0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51022
0.44643	0.13031	0.06664	0.06883	0.06486	X	3.57144
0.44643	0.13031	0.06664	0.06883	0.06486	X	3.57144
0.19531	0.05701	0.02915	0.03011	0.02838		0.00000
0.07441	0.02172	0.01111	0.01147	0.01081	X	0.59524
0.07441	0.02172	0.01111	0.01147	0.01081	X	0.59524
0.06378	0.01862	0.00952	0.00983	0.00927	X	0.51020
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12.50000	3.64880	1.86584	1.92726	1.81608		84.30059

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	UNIT PARTICIPATIONS				RATIFIED?	RATIFICATIONS % OF TRACT
			OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
=====								
27	BISON PETROLEUM	100.00000	0.26814	0.32898	0.11769	0.68071	X	100.00000

		100.00000	0.26814	0.32898	0.11769	0.68071		100.00000

ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====							
ANTWINE	2.73437	0.05558	0.06879	0.02467	0.14343		0.00000
B. BLACKMAR	0.78125	0.01588	0.01966	0.00705	0.04098	X	6.25000
D. E. BLACKMAR	0.78125	0.01588	0.01966	0.00705	0.04098		0.00000
R. A. BLACKMAR	0.78125	0.01588	0.01966	0.00705	0.04098	X	6.25000
CHRISTMANN	0.11719	0.00238	0.00295	0.00106	0.00615	X	0.93752
H. E. CONE	0.19531	0.00397	0.00491	0.00176	0.01024		0.00000
JOHNSON ENT. LIM PARTNERSHIP	2.08333	0.04234	0.05241	0.01880	0.10928	X	16.66664
TESTAMENTARY	1.04167	0.02117	0.02621	0.00940	0.05464	X	8.33336
LOMBARD	0.78125	0.01588	0.01966	0.00705	0.04098	X	6.25000
JACK MARKHAM	0.09766	0.00198	0.00246	0.00088	0.00512	X	0.78128
MCBEE	0.19531	0.00397	0.00491	0.00176	0.01024		0.00000
WILLIAMSON	2.73438	0.05558	0.06879	0.02467	0.14343	X	21.87504
R. I. WOLFSON	0.08789	0.00179	0.00221	0.00079	0.00461	X	0.70312
S. WOLFSON	0.08789	0.00179	0.00221	0.00079	0.00461	X	0.70312

	12.50000	0.25406	0.31448	0.11278	0.65566		68.75008

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
28	SHELL WESTERN E&P INC.	100.00000	4.56221	6.23967	14.43510	12.47620	X	100.00000
		100.00000	4.56221	6.23967	14.43510	12.47620		100.00000

	ROYALTY INTEREST OWNER(S)	UNIT PARTICIPATIONS					RATIFIED?	RATIFICATIONS % OF TRACT
		ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)		
	BARBY	0.07813	0.02702	0.03728	0.08646	0.07511	X	0.62504
	N.M. BANK	0.07812	0.02702	0.03728	0.08645	0.07510		0.00000
	R. G. BARTON, JR	0.07813	0.02702	0.03728	0.08646	0.07511	X	0.62504
	R. G. BARTON, JR., TRUSTEE	0.62500	0.21613	0.29823	0.69163	0.60085	X	5.00000
	BROWN	1.05469	0.36473	0.50327	1.16713	1.01394	X	8.43752
	B. A. CHRISTMAS, JR.	0.97656	0.33771	0.46599	1.08067	0.93883	X	7.81248
	BRADFORD ACE CHRISTMAS	0.07813	0.02702	0.03728	0.08646	0.07511	X	0.62504
	C. CHRISTMAS	0.07812	0.02702	0.03728	0.08645	0.07510	X	0.62496
	J. R. CONE	0.39193	0.13553	0.18702	0.43371	0.37679		0.00000
	COWDEN	0.78125	0.27017	0.37279	0.86454	0.75107	X	6.25000
	CROW	2.34375	0.81050	1.11838	2.59361	2.25320	X	18.75000
	DANGLADE	0.39062	0.13508	0.18639	0.43226	0.37553	X	3.12496
	DANIEL	0.05689	0.01967	0.02715	0.06295	0.05469	X	0.45512
	G. DODD	0.03792	0.01311	0.01809	0.04196	0.03645	X	0.30336
	M. S. DODD	0.03792	0.01311	0.01809	0.04196	0.03645	X	0.30336
	FIRST NATL, G. DODD TRUSTS	0.03792	0.01311	0.01809	0.04196	0.03645	X	0.30336
	FAIRWAY OIL	0.29297	0.10131	0.13980	0.32420	0.28165		0.00000
	HANARO	0.29296	0.10131	0.13979	0.32419	0.28164		0.00000
	J. H. HERD	0.32552	0.11257	0.15533	0.36022	0.31294	X	2.60416
	HOLLADAY	0.07812	0.02702	0.03728	0.08645	0.07510	X	0.62496
	A. JONES	0.22754	0.07869	0.10858	0.25180	0.21875	X	1.82032
	FIRST NATL, B. JONES TRUST	0.02844	0.00983	0.01357	0.03147	0.02734	X	0.22752
	FIRST NATL, D. JONES TRUST	0.02844	0.00983	0.01357	0.03147	0.02734		0.00000
	KASTMAN	0.39063	0.13509	0.18640	0.43227	0.37554	X	3.12504
	M. L. MAHON	0.45508	0.15737	0.21715	0.50359	0.43750	X	3.64064
	B. J. MARKHAM	0.05580	0.01930	0.02663	0.06175	0.05364	X	0.44640
	C. B. MARKHAM, JR.	0.05580	0.01930	0.02663	0.06175	0.05364	X	0.44640
	JACK MARKHAM	1.29280	0.44707	0.61689	1.43062	1.24285	X	10.34240
	JOHN MARKHAM	0.05580	0.01930	0.02663	0.06175	0.05364	X	0.44640
	PETERSON	0.19532	0.06754	0.09320	0.21614	0.18777	X	1.56256
	PROCTOR	0.05580	0.01930	0.02663	0.06175	0.05364	X	0.44640
	RATCLIFF	0.05581	0.01930	0.02663	0.06176	0.05365	X	0.44648
	SPEIGHT	0.39063	0.13509	0.18640	0.43227	0.37554	X	3.12504
	WELBORN	1.04166	0.36022	0.49705	1.15271	1.00141	X	8.33328
	WHITE	0.05580	0.01930	0.02663	0.06175	0.05364	X	0.44640
		12.50000	4.32268	5.96468	13.93258	12.01705		91.32464

UNIT PARTICIPATIONS

TRACT NUMBER	WORKING INTEREST OWNER(S)	WORKING INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS
								% OF TRACT
=====								
29	SHELL WESTERN E&P INC.	100.00000	4.88150	4.54978	5.04655	5.36081	X	100.00000
		100.00000	4.88150	4.54978	5.04655	5.36081		100.00000
=====								
	ROYALTY INTEREST OWNER(S)	ROYALTY INTEREST (%)	OIL PHASE 1 (%)	OIL PHASE 2 (%)	GAS PHASE 1 (%)	GAS PHASE 2 (%)	RATIFIED?	RATIFICATIONS % OF TRACT
=====								
	INTERFIRST BANK DALLAS N. A., ESCROW	12.50000	4.62520	4.34927	4.83591	5.16352	X	100.00000
		12.50000	4.62520	4.34927	4.83591	5.16352		100.00000

Case 9231

NORTHEAST DRINKARD UNIT

PROPOSED UNIT ACREAGE

The horizontal limits of the Northeast Drinkard Unit shall include the following described lands:

Section 2	All
Section 3	All
Section 4	Lots A, H, I & P
Section 10	All
Section 11	SW/4
Section 14	NW/4
Section 15	All
Section 22	All
Section 23	All
Section 24	W/2 of SW/4

All in Township 21 South, Range 37 East, Lea County, New Mexico

wpp;61

EXHIBIT "A"

UNIT AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

UNIT AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

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Exhibit "A" (Map of Unit Area)

Exhibit "B-1" (Schedule of Ownership)

Exhibit "B-2" (Schedule of Tract Participation)

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of May, 1987, 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 representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the 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 Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 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-1" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 5,018 acres, more or less, in Lea 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) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.

(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) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit 75 feet above the stratigraphic Blinebry marker to a lower limit at the top of the Abo formation, as seen on the Type Log from the Shell Argo #8 located at 660' FSL and 2310' FWL, Section 15-T21S-R37E, and is that interval which is correlative to the interval from 5530' to 6680' below the surface measured from the derrick floor. The Blinebry marker has been defined by the New Mexico Oil Conservation Commission (NMOCC) at a depth of 5457 feet (elevation 3380, sub-sea datum -2077) in Exxon State S #20, located in SW/4 NW/4 of Section 2-T22S-R37E, Lea 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.

(j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B-1".

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B-2" for allocating Unitized Substances to a Tract under this Agreement. Percentages of participation are shown on Exhibit "B-2" separately for Tract Oil Participation and Tract Gas Participation.

(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. A separate Unit Oil Participation and Unit Gas Participation are defined by such calculation.

(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, operating agreement, 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 Owners" 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, Northeast Drinkard Unit, Lea 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.

(y) "Effective Date" is the date determined in accordance with Section 24, or as redetermined in accordance with Section 39.

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-1" 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. Exhibit "B-2" attached hereto is a schedule showing the Tract Participation of each Tract. However, nothing herein or in said schedules 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 schedules as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse Royalty or Working Interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the Exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an Exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an Exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised Exhibit or on

such other date as may be determined by Working Interest Owners and set forth in the revised Exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O. and Land Commissioner, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. 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 Owners 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 seventy-five percent (75%) of the Unit Oil 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 A.O. and Land Commissioner, 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 Land Commissioner, the A.O. at the Proper BLM Office, each Working Interest Owner and to the last known address of each 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 A.O. 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 Unit Operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the A.O., become effective as of the date prescribed in the notice thereof, preferably the first day of the 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. SHELL WESTERN E&P INC. 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 references 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 A.O. 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 Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by the affirmative vote of three (3) or more Working Interest Owners having in the aggregate seventy-five percent (75%) or more of the Unit Participation then in effect exclusive of the Working Interest Owners who is the Unit

Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

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 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 A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., 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%) or 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 two 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 A.O. at the Proper BLM Office 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 including surface rights 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 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. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells within the Unit Area and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. 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 A.O., the Land Commissioner and the Division concurrently with the filing of this Unit Agreement for final approval. Said initial Plan of Operation and all revisions thereof shall be as complete and adequate as the A.O., 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 A.O. 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 A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties to the extent of their rights and interests, hereby grant to Unit Operator the

right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any 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 surface owner for damages to growing crops, 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-2" 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-2" has been determined in accordance with the following formulas:

Oil Phase I Participation: Beginning at 7:00 A.M. on the Effective Date of this Agreement and continuing until 7:00 A.M. on the first day of the month next following the date when the total number of barrels of oil

produced, saved and removed after May 31, 1985, from the Unitized Formation underlying all Tracts described in the original Exhibit "B-1" equals 2,285,476 barrels, the Tract Oil Participation of each Tract shall be determined by the formula:

Tract Oil Participation, Phase I = $75\% A/B + 25\% C/D$

A = the number of barrels of estimated remaining primary oil reserves in the Unitized Formation underlying such Tract on June 1, 1985.

B = the total number of barrels of estimated remaining primary oil reserves in the Unitized Formation underlying all such Tracts on June 1, 1985.

C = the number of barrels of oil produced from the Unitized Formation underlying such Tract during the period from June 1, 1984 through May 31, 1985.

D = the total number of barrels of oil produced from the Unitized Formation underlying all such Tracts during the period from June 1, 1984 through May 31, 1985.

Oil Phase II Participation: Beginning with the termination of Oil Phase I Participation as set out above and continuing during the

remainder of the term of this agreement, the Tract Oil Participation of each Tract shall be determined by the formula:

Tract Oil Participation, Phase II = 100% E/F

E = the number of barrels of estimated ultimate primary oil recovery from the Unitized Formation underlying such Tract.

F = the total number of barrels of estimated ultimate primary oil recovery from the Unitized Formation underlying all such Tracts.

Gas Phase I Participation: Beginning at 7:00 A.M. on the Effective Date of this Agreement and continuing until 7:00 A.M. on the first day of the month next following the date when the total number of MCF of gas produced, saved and removed after May 31, 1985, from the Unitized Formation underlying all Tracts described in the original Exhibit "B-1" equals 71,911,442 MCF, the Tract Gas Participation of each Tract shall be determined by the formula:

Tract Gas Participation, Phase I = 100% G/H

G = the number of MCF of estimated remaining primary gas reserves in the Unitized Formation underlying such Tract on June 1, 1985.

H = the total number of MCF of estimated remaining primary gas reserves
in the Unitized Formation underlying all such Tracts on June 1, 1985.

Gas Phase II Participation: Beginning with the termination of Gas
Phase I Participation as set out above and continuing during the
remainder of the term of this agreement, the Tract Gas Participation of
each Tract shall be determined by the formula:

Tract Gas Participation, Phase II = 100% I/J

I = the number of MCF of estimated ultimate primary gas recovery
from the Unitized Formation underlying such Tract.

J = the total number of MCF of estimated ultimate primary gas
recovery from the Unitized Formation underlying all such Tracts.

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-1" 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 Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least 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 Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest 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) Working Interest Owners owning at least 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 nonsubscribing 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 A.O., file therewith schedules of those Tracts which

have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedules 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 formulas set forth in Section 13 (Tract Participation) above. These schedules shall be revised Exhibit "B-1" and "B-2" and upon approval thereof by the Land Commissioner and the A.O., shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until new schedules are approved by the Land Commissioner and A.O.

SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B-2". All oil, condensate and distillate shall be allocated to the several Tracts based on Oil Phase I Participation or Oil Phase II Participation whichever was effective when such Unitized Substances were produced. All gas and its

associated and constituent liquid of liquifiable hydrocarbons, and gaseous substances and sulphur contained in the gas shall be allocated to the several Tracts based on Gas Phase I Participation or Gas Phase II Participation whichever was effective when such Unitized Substances were produced. The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

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

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

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract

Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B. WINDFALL PROFIT TAX. In order to comply with the Windfall Profit Tax Act of 1980, as amended, and applicable regulations and to ensure that interest owners of each Tract retain the Windfall Profit Tax benefits accruing to each Tract prior to joining the Unit, for Windfall Profit Tax purposes only, crude oil shall be allocated to individual Tracts as follows:

SECTION 15.C. IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract contributing newly discovered crude oil to the Unit Area, that is, each Tract certified as a newly discovered property for Windfall Profit Tax purposes prior to joining the Unit (Newly Discovered Tract), shall be allocated imputed newly discovered crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Newly Discovered Tracts; provided, however, that imputed newly discovered crude oil allocated to any Tract under this Subsection 15.C. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation. In the event a Newly Discovered Tract is so allocated a number of barrels of imputed newly discovered crude oil which is less than the total number of barrels of crude oil

allocable out of unit production to such Tract in accordance with its Tract Oil Participation, then such Newly Discovered Tract shall be allocated any remaining unallocated newly discovered crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Newly Discovered Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Oil Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Newly Discovered Tracts have been so allocated a number of barrels of imputed newly discovered crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Oil Participations; or

(b) there is no imputed newly discovered crude oil remaining to be allocated,

whichever occurs first.

Any imputed newly discovered crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.C. shall be termed excess imputed newly discovered crude oil.

SECTION 15.D. IMPUTED STRIPPER CRUDE OIL. Each Tract contributing stripper crude oil to the Unit Area, that is, each Tract certified as a

stripper property for Windfall Profit Tax purposes prior to joining the Unit (Stripper Tract), shall be allocated imputed stripper crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Stripper Tracts; provided, however, that imputed stripper crude oil allocated to any Tract under this Subsection 15.D. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation. In the event a Stripper Tract is so allocated a number of barrels of imputed stripper crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation, then such Stripper Tract shall be allocated any remaining unallocated imputed stripper crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Stripper Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Oil Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Stripper Tracts have been so allocated a number of barrels of imputed stripper crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Oil Participations; or

(b) there is no imputed stripper crude oil remaining to be allocated,

whichever comes first.

Any imputed stripper crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.D. shall be termed excess imputed stripper crude oil.

SECTION 15.E. EXCESS IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Oil Participation bears to the total of the Tract Oil Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Oil Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Oil Participation.

SECTION 15.F. EXCESS IMPUTED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Oil Participation bears to the total of the Tract Oil Participations of all Tracts not previously allocated the total number of crude oil barrels

allocable to these Tracts out of unit production in accordance with the Tract Oil Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels or oil allocable to it out of unit production in accordance with its Tract Oil Participation.

SECTION 15.G. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation, then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others, provided that all contracts of sale by Unit Operator of any other

party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year, and at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days' notice of such intended sale.

Any 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

UNIT AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

UNIT AGREEMENT
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Exhibit "A" (Map of Unit Area)

Exhibit "B-1" (Schedule of Ownership)

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of May, 1987, 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 representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the 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 Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 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-1" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 5,018 acres, more or less, in Lea 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) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.

(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) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit 75 feet above the stratigraphic Blinebry marker to a lower limit at the top of the Abo formation, as seen on the Type Log from the Shell Argo #8 located at 660' FSL and 2310' FWL, Section 15-T21S-R37E, and is that interval which is correlative to the interval from 5530' to 6680' below the surface measured from the derrick floor. The Blinebry marker has been defined by the New Mexico Oil Conservation Commission (NMOCC) at a depth of 5457 feet (elevation 3380, sub-sea datum -2077) in Exxon State S #20, located in SW/4 NW/4 of Section 2-T22S-R37E, Lea 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.

(j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B-1".

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B-2" for allocating Unitized Substances to a Tract under this Agreement. Percentages of participation are shown on Exhibit "B-2" separately for Tract Oil Participation and Tract Gas Participation.

(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. A separate Unit Oil Participation and Unit Gas Participation are defined by such calculation.

(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, operating agreement, 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 Owners" 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, Northeast Drinkard Unit, Lea 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.

(y) "Effective Date" is the date determined in accordance with Section 24, or as redetermined in accordance with Section 39.

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-1" 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. Exhibit "B-2" attached hereto is a schedule showing the Tract Participation of each Tract. However, nothing herein or in said schedules 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 schedules as owned by such party. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse Royalty or Working Interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the Exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an Exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an Exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised Exhibit or on

such other date as may be determined by Working Interest Owners and set forth in the revised Exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O. and Land Commissioner, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. 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 Owners 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 seventy-five percent (75%) of the Unit Oil 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 A.O. and Land Commissioner, 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 Land Commissioner, the A.O. at the Proper BLM Office, each Working Interest Owner and to the last known address of each 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 A.O. 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 Unit Operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the A.O., become effective as of the date prescribed in the notice thereof, preferably the first day of the 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. SHELL WESTERN E&P INC. 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 references 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 A.O. 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 Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by the affirmative vote of three (3) or more Working Interest Owners having in the aggregate seventy-five percent (75%) or more of the Unit Participation then in effect exclusive of the Working Interest Owners who is the Unit

Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

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 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 A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., 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%) or 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 two 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 A.O. at the Proper BLM Office 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 including surface rights 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 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. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells within the Unit Area and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. 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 A.O., the Land Commissioner and the Division concurrently with the filing of this Unit Agreement for final approval. Said initial Plan of Operation and all revisions thereof shall be as complete and adequate as the A.O., 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 A.O. 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 A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties to the extent of their rights and interests, hereby grant to Unit Operator the

right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any 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 surface owner for damages to growing crops, 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-2" 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-2" has been determined in accordance with the following formulas:

Oil Phase I Participation: Beginning at 7:00 A.M. on the Effective Date of this Agreement and continuing until 7:00 A.M. on the first day of the month next following the date when the total number of barrels of oil

produced, saved and removed after May 31, 1985, from the Unitized Formation underlying all Tracts described in the original Exhibit "B-1" equals 2,285,476 barrels, the Tract Oil Participation of each Tract shall be determined by the formula:

Tract Oil Participation, Phase I = 75% A/B + 25% C/D

A = the number of barrels of estimated remaining primary oil reserves in the Unitized Formation underlying such Tract on June 1, 1985.

B = the total number of barrels of estimated remaining primary oil reserves in the Unitized Formation underlying all such Tracts on June 1, 1985.

C = the number of barrels of oil produced from the Unitized Formation underlying such Tract during the period from June 1, 1984 through May 31, 1985.

D = the total number of barrels of oil produced from the Unitized Formation underlying all such Tracts during the period from June 1, 1984 through May 31, 1985.

Oil Phase II Participation: Beginning with the termination of Oil Phase I Participation as set out above and continuing during the

remainder of the term of this agreement, the Tract Oil Participation of each Tract shall be determined by the formula:

Tract Oil Participation, Phase II = 100% E/F

E = the number of barrels of estimated ultimate primary oil recovery from the Unitized Formation underlying such Tract.

F = the total number of barrels of estimated ultimate primary oil recovery from the Unitized Formation underlying all such Tracts.

Gas Phase I Participation: Beginning at 7:00 A.M. on the Effective Date of this Agreement and continuing until 7:00 A.M. on the first day of the month next following the date when the total number of MCF of gas produced, saved and removed after May 31, 1985, from the Unitized Formation underlying all Tracts described in the original Exhibit "B-1" equals 71,911,442 MCF, the Tract Gas Participation of each Tract shall be determined by the formula:

Tract Gas Participation, Phase I = 100% G/H

G = the number of MCF of estimated remaining primary gas reserves in the Unitized Formation underlying such Tract on June 1, 1985.

H = the total number of MCF of estimated remaining primary gas reserves
in the Unitized Formation underlying all such Tracts on June 1, 1985.

Gas Phase II Participation: Beginning with the termination of Gas
Phase I Participation as set out above and continuing during the
remainder of the term of this agreement, the Tract Gas Participation of
each Tract shall be determined by the formula:

Tract Gas Participation, Phase II = 100% I/J

I = the number of MCF of estimated ultimate primary gas recovery
from the Unitized Formation underlying such Tract.

J = the total number of MCF of estimated ultimate primary gas
recovery from the Unitized Formation underlying all such Tracts.

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-1" 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 Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least 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 Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest 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) Working Interest Owners owning at least 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 nonsubscribing 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 A.O., file therewith schedules of those Tracts which

have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedules 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 formulas set forth in Section 13 (Tract Participation) above. These schedules shall be revised Exhibit "B-1" and "B-2" and upon approval thereof by the Land Commissioner and the A.O., shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until new schedules are approved by the Land Commissioner and A.O.

SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B-2". All oil, condensate and distillate shall be allocated to the several Tracts based on Oil Phase I Participation or Oil Phase II Participation whichever was effective when such Unitized Substances were produced. All gas and its

associated and constituent liquid of liquifiable hydrocarbons, and gaseous substances and sulphur contained in the gas shall be allocated to the several Tracts based on Gas Phase I Participation or Gas Phase II Participation whichever was effective when such Unitized Substances were produced. The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

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

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

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract

Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B. WINDFALL PROFIT TAX. In order to comply with the Windfall Profit Tax Act of 1980, as amended, and applicable regulations and to ensure that interest owners of each Tract retain the Windfall Profit Tax benefits accruing to each Tract prior to joining the Unit, for Windfall Profit Tax purposes only, crude oil shall be allocated to individual Tracts as follows:

SECTION 15.C. IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract contributing newly discovered crude oil to the Unit Area, that is, each Tract certified as a newly discovered property for Windfall Profit Tax purposes prior to joining the Unit (Newly Discovered Tract), shall be allocated imputed newly discovered crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Newly Discovered Tracts; provided, however, that imputed newly discovered crude oil allocated to any Tract under this Subsection 15.C. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation. In the event a Newly Discovered Tract is so allocated a number of barrels of imputed newly discovered crude oil which is less than the total number of barrels of crude oil

allocable out of unit production to such Tract in accordance with its Tract Oil Participation, then such Newly Discovered Tract shall be allocated any remaining unallocated newly discovered crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Newly Discovered Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Oil Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Newly Discovered Tracts have been so allocated a number of barrels of imputed newly discovered crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Oil Participations; or

(b) there is no imputed newly discovered crude oil remaining to be allocated,

whichever occurs first.

Any imputed newly discovered crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.C. shall be termed excess imputed newly discovered crude oil.

SECTION 15.D. IMPUTED STRIPPER CRUDE OIL. Each Tract contributing stripper crude oil to the Unit Area, that is, each Tract certified as a

stripper property for Windfall Profit Tax purposes prior to joining the Unit (Stripper Tract), shall be allocated imputed stripper crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Stripper Tracts; provided, however, that imputed stripper crude oil allocated to any Tract under this Subsection 15.D. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation. In the event a Stripper Tract is so allocated a number of barrels of imputed stripper crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Oil Participation, then such Stripper Tract shall be allocated any remaining unallocated imputed stripper crude oil in the proportion that the Tract Oil Participation of such Tract bears to the total of the Tract Oil Participations of all Stripper Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Oil Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Stripper Tracts have been so allocated a number of barrels of imputed stripper crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Oil Participations; or

(b) there is no imputed stripper crude oil remaining to be allocated,

whichever comes first.

Any imputed stripper crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.D. shall be termed excess imputed stripper crude oil.

SECTION 15.E. EXCESS IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Oil Participation bears to the total of the Tract Oil Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Oil Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Oil Participation.

SECTION 15.F. EXCESS IMPUTED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Oil Participation bears to the total of the Tract Oil Participations of all Tracts not previously allocated the total number of crude oil barrels

allocable to these Tracts out of unit production in accordance with the Tract Oil Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels or oil allocable to it out of unit production in accordance with its Tract Oil Participation.

SECTION 15.G. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation, then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others, provided that all contracts of sale by Unit Operator of any other

party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year, and at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days' notice of such intended sale.

Any 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 32 (Nonjoinder and Subsequent Joinder); or if any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedules as shown in Exhibits "B-1" and "B-2" shall be revised by the Unit Operator; and the revised Exhibits "B-1" and "B-2", upon approval by the Land Commissioner and the A.O., shall govern the allocation of production on and after the effective date thereof until revised schedules are approved as hereinabove provided.

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 A.O., 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 Operation or as otherwise may be consented to or prescribed by the Land Commissioner and the A.O. 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 Unitized 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.

With the exception of Federal and State requirements to the contrary, Working Interest Owners may use or consume Unitized Substances for Unit Operations and no Royalty, overriding Royalty, production or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

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-2" 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 all reasonable and prudent 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 A.O. 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. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail and the true owner cannot be induced to join in this Agreement, such Tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any Royalty, Working Interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to State or Federal lands or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the A.O. or Land Commissioner (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.

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

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

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

Each Working Interest Owner shall indemnify, hold harmless, and defend all other Working Interest Owners against any and all claims by any party against the interest attributed to such Working Interest Owner on Exhibits "B-1 and "B-2".

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

SECTION 22. 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 Tract subject to this Agreement, regardless of whether there is any development of any 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 within the Unit Area pursuant to direction or consent of the Land Commissioner and the A.O., or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.

(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 anytime 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 23. 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 24. 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 A.O., the Land Commissioner and the Commission.

If this Agreement does not become effective on or before January 1, 1989, 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 Unit Participation of at least seventy-five percent (75%); and at least seventy-five percent (75%) of such working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year (hereinafter called "Extended Expiration Date"). If Expiration Date is so extended and this Agreement does not become effective on or before Extended Expiration Date, it shall ipso facto expire on 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 of the County Clerk of Lea County, New Mexico, where a counterpart of 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 A.O. by Working Interest Owners owning seventy-five percent (75%) 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 Lea 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.

Notwithstanding any other provision in 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 25. 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 A.O. 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 Division 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 alternation 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 A.O. 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 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this agreement relating to leases of the United States, agrees to comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order 11246, (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

SECTION 27. 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 28. 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 last known address set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other addresses as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 29. 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 30. 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 31. 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 or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 32. NONJOINER AND SUBSEQUENT JOINER. 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 Formation not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. 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 Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. 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 A.O. 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 A.O. 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 A.O., 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. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.

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 Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of 7:00 a.m. on 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 Working 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 overproduced 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.

SECTION 39. STATUTORY UNITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (Chapter 65, Article 14, N.M.S. 1953 Annotated). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:

(1) Section 14 of this Agreement shall be revised by substituting for the entire said Section the following:

"SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all Tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances."

(2) Section 24 of this Agreement shall be revised by substituting for the first three paragraphs of said Section the following:

"SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of Lea County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

"Unit Operator shall, within thirty (30) days after the Effective Date of this Agreement, file for record in the office of the County Clerk of Lea County, New Mexico, a certificate to the effect that this Agreement has become effective in accordance with its terms, therein identifying the Division's order approving statutory unitization and stating the Effective Date."

(3) This Agreement and/or the Unit Operating Agreement shall be amended in any and all respects necessary to conform to the Division's order approving statutory unitization.


Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving statutory unitization shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said parties, except as follows:

(a) If any amendment of this Agreement has the effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and

(b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the dates evidenced by their respective certificates of acknowledgement hereof.

UNIT OPERATOR AND WORKING INTEREST OWNER
SHELL WESTERN E&P INC.

By: 
Attorney-in-Fact

Address: P. O. Box 576
Houston, Texas 77001-0576

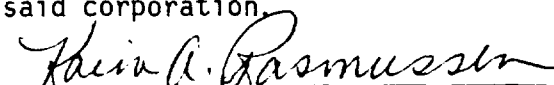
STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 6-19-87, by JON R. PRUET, Attorney-in-Fact of Shell Western E&P Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires:

KARIN A. RASMUSSEN

~~Notary Public in and for the State of Texas~~
My Commission Expires September 26, 1990


Notary Public in and for
said County and State

TOWNSHIP 21S, RANGE 37E, N.M.P.M.

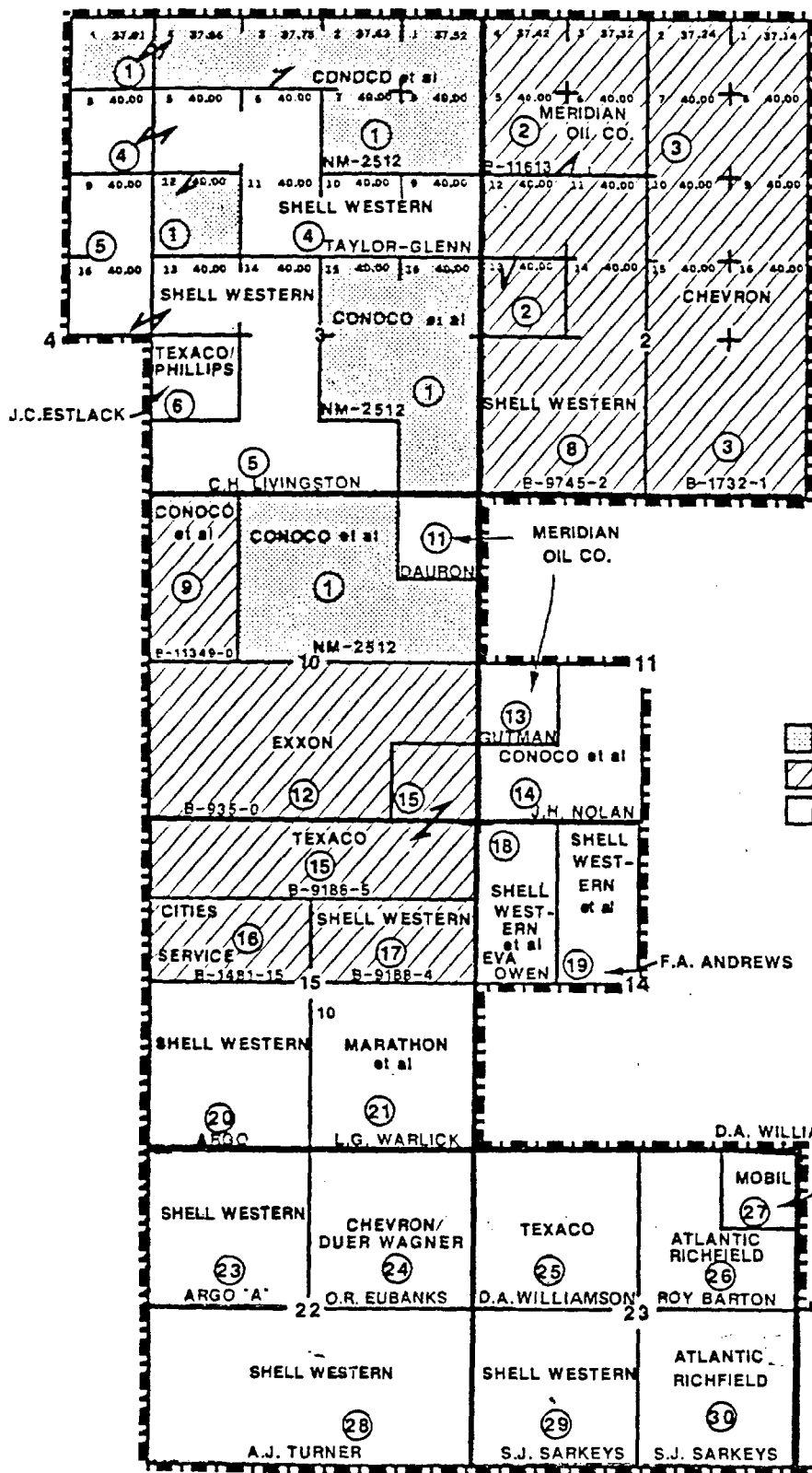
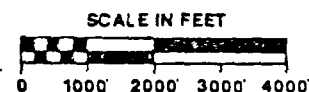


EXHIBIT "A"
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO
SHELL WESTERN E & P INC., OPERATOR

LEGEND

- ④ UNIT TRACT NUMBER
--- UNIT BOUNDARY

	ACREAGE	PERCENTAGE
FEDERAL LANDS	708.67	14.12
STATE LANDS	1,669.12	33.26
PATENTED (FEE) LANDS	2,640.00	52.62
TOTALS	5,017.79	100%



NOTE: UNLESS OTHERWISE INDICATED,
THE VARIOUS SECTIONS ON
THIS MAP CONTAIN 640.00 ACRES.

TOWNSHIP 21S, RANGE 37E, N.M.P.M.

EXHIBIT "B-1"

Attached to Unit Agreement
Northeast Drinkard Unit
Lea County, New Mexico

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
1	T21S-R37E, NMPM Sec. 3: Lots 1, 2, 3, 4, 7, 8, 12, 15 & 16, N $\frac{1}{2}$ SE $\frac{1}{4}$ & SE $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 4: Lot 1 (W. C. Hawk #B-3)	708.67	NM-2512 HBP 03-01-58	United States - Bureau of Land Management - 12.50%	Conoco, Inc. - 25.0% Amoco Production Co. - 25.0% Atlantic Richfield Co. - 25.0% Chevron U.S.A. Inc. - 25.0%	None	Conoco, Inc. - 25.0% Amoco Production Co. - 25.0% Atlantic Richfield Co. - 25.0% Chevron U.S.A. Inc. - 25.0%
	T21S-R37E, NMPM Sec. 10: E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{2}$ NE $\frac{1}{4}$ & S $\frac{1}{2}$ NE $\frac{1}{4}$ (W. C. Hawk #B-10)						

FEDERAL LANDS:

TOTALS: 1 Tract -----708.67 net acres or 14.12315% of unit (surface) area.

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
S T A T E L A N D S :							
12	C.S. T21S-R37E, NMPM Sec 10: SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ & NE $\frac{1}{2}$ SE $\frac{1}{4}$ (New Mexico V State)	280.00	B-935-0 HBP 11-22-28	Commissioner of Public Lands - State of New Mexico - 12.50%	Exxon Company, U.S.A. - 100%	None	Exxon Company, U.S.A. - 100%
16	C.S. T21S-R37E, NMPM Sec 15: S $\frac{1}{2}$ NW $\frac{1}{4}$ (State S)	80.00	B-1481-15 HBP 11-26-28	Commissioner of Public Lands - State of New Mexico - 12.50%	Cities Service Oil and Gas Corporation - 100%	None	Cities Service Oil and Gas Corporation - 100%
3	C.S. T21S-37E, NMPM Sec 2: Lots 1, 2, 7, 8, 9, 10, 15, 16 & SE $\frac{1}{4}$ (Harry Leonard)	474.38	B-1732-1 HBP 02-29-28	Commissioner of Public Lands - State of New Mexico - 12.50%	Chevron U.S.A. Inc. - 100%	None	Chevron U.S.A. Inc. - 100%
17	C.S. T21S-R37E, NMPM Sec 15: S $\frac{1}{2}$ NE $\frac{1}{4}$ (State Sec. 15)	80.00	B-9188-4 HBP 06-10-41	Commissioner of Public Lands - State of New Mexico - 12.50%	Shell Western E&P Inc. - 100%	None	Shell Western E&P Inc. - 100%
15	C.S. T21S-R37E, NMPM Sec 10: SE $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 15: N $\frac{1}{2}$ N $\frac{1}{2}$ (State S)	200.00	B-9188-5 HBP 06-10-41	Commissioner of Public Lands - State of New Mexico - 12.50%	Texaco Producing, Inc. - 100%	None	Texaco Producing, Inc. - 100%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
8	C.S. T21S-R37E, NMPM Sec 2: Lots 11, 12, 14 & SW $\frac{1}{4}$ (State Sec. 2)	280.00	B-9745-2 HBP 07-10-42	Commissioner of Public Lands - State of New Mexico - 12.50%	Shell Western E&P Inc. - 100%	None	Shell Western E&P Inc. - 100%
9	C.S. T21S-R37E, NMPM Sec 10: W $\frac{1}{2}$ NW $\frac{1}{4}$ (State Sec. 10)	80.00	B-11349-0 HBP 07-10-44	Commissioner of Public Lands - State of New Mexico - 12.50%	Conoco, Inc. - 100%	None	Conoco, Inc. - 25.0% Amoco Production Co. - 25.0% Atlantic & Richfield Co. - 25.0% Chevron U.S.A. U.S.A. Inc. - 25.0%
2	C.S. T21S-R37E, NMPM Sec 2: Lots 3, 4, 5, 6 & 13 (State Sec. 2)	194.74	B-11613-1 HBP 11-10-44	Commissioner of Public Lands - State of New Mexico - 12.50%	Southland Royalty Co. - 100%	None	Meridian Oil Co. - 100%

TOTALS: 8 Tracts ----- 1,669.12 net acres or 33.26405% of unit (surface) area.

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
P A T E N T E D (F E E) L A N D S :							
4	T21S-R37E, NMPM Sec 3: Lots 5, 6, 9, 10 & 11 Sec 4: Lot 8 (Taylor-Glenn)	240.00	Fee HBP 04-03-39	Albert Lee Newsom & Dora B. Newsom, Trustees of the Newsom Revocable Living Trust et al* - 12.50%	F. J. Danglade - 100%	As to Lots 5, 9 & 10 of Sec. 3 & Lot 8 of Sec. 4 (Blinebry & Drinkard Formations) & As to Lot 9 of Sec. 3 (Tubb Formation only): Howard P. Holmes et al* - 10.93750%	Shell Western E&P Inc. - 100%
						As to Lots 6 & 11 of Sec. 3 (Blinebry & Drinkard Formations): None	
						As to Lots 5, 6, 10 & 11 of Sec. 3 (Tubb formation only): Howard P. Holmes et al* - 5.46875%	
5	T21S-R37E, NMPM Sec 3: Lots 13 & 14, SW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec 4: Lots 9 & 16 (C. H. Livingston)	320.00	Fee (3) HBP 06-16-42 Fee HBP 06-27-42	Mildred M. Ladner et al* - 12.50%	Shell Oil Company - 100%	None	Shell Western E&P Inc. - 100%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
			Fee HBP 07-01-42				
			Fee HBP 07-17-42				
6	T21S-R37E, NMPM Sec 3: NW $\frac{1}{4}$ SW $\frac{1}{4}$ (J. C. Estlack)	40.00	Fee HBP 09-08-49	Texaco, Inc. - 11.25% Ronald J. Byers - 2.50%	Texaco, Inc. (mineral interest) - 90% Phillips Petroleum Co. - 10.0% 100%	None	Texaco Producing, Inc. - 90.00000% Phillips Petroleum Co. - 10.00000%
11	T21S-R37E, NMPM Sec 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$ (Dauron)	40.00	Fee HBP 04-04-45	Maude M. Hooker LaFlore et al* - Byers - 12.50%	Everett M. Byers - 100%	None	Meridian Oil Co. - 100%
13	T21S-R37E, NMPM Sec 11: NW $\frac{1}{4}$ SW $\frac{1}{4}$ (Gutman)	40.00	Fee (3) HBP 12-06-51	D. L. Gutman, Trustee of the Estate of Max Gutman et al* - 25.0%	Southern Union Gas Co. - 100%	None	Meridian Oil Co. - 100%

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
14	T21S-R37E, NMPM Sec 11: NE $\frac{1}{4}$ SW $\frac{1}{4}$ & S $\frac{1}{2}$ SW $\frac{1}{4}$ (J. H. Nolan)	120.00	Fee (2) HBP 07-21-45 Fee HBP 08-13-45 Fee HBP 10-03-45 Fee HBP 11-08-45	Betty Moran Rice et al* - 12.30468%	Stanolind Oil & Gas Co. - 96.875% John W. Morris - 3.125% 100%	None	Conoco, Inc. - 24.21875% Amoco Production Co. - 24.21875% Atlantic Richfield Co. - 24.21875% Chevron U.S.A. Inc. - 24.21875% John H. Hendrix Corp.- 1.04166% Ann W. Morris - .52084% Irma Spear - 1.56250%
			Fee (3) HBP 08-26-46 Fee HBP 10-11-46 Fee HBP 03-20-47 Fee HBP 04-04-47				

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
			Fee HBP 04-15-47				
			Fee HBP 07-24-50				
			Fee (2) HBP 03-03-65				
			Fee HBP 11-26-65				
			Fee HBP 12-30-65				
18	T21S-R37E, NMPM Sec 14: W $\frac{1}{2}$ NW $\frac{1}{4}$ (Eva Owen)	80.00	Fee (2) HBP 03-19-47	As to Blinebry and Drinkard Formations: Atlantic Richfield Co. et al* - 14.84375%	Shell Oil Company - 25.0% E. F. Moran, Inc. - 50.0% Argo Oil Corporation - (mineral interest) - 25.0% 100%	None	As to Blinebry and Drinkard Formations: Shell Western E&P Inc. - 25.00000% Atlantic Richfield Co. - 25.00000% Barbara Moran Jernigan - 14.46667% John E. Moran Trust No. 1 - 14.46667%
			Fee HBP 06-17-49	As to Tubb Formation: Atlantic Richfield Co. et al*			
			Fee HBP 06-22-49	As to Tubb Formation: Atlantic Richfield Co. et al*			
			Fee HBP 08-01-49	16.01563%			

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
							Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. - 6.60001% AJM Company - 2.06665% CEM Company - 2.06665% ENM Company - 2.06667% KAM Company - 2.06667% KPM Company - 2.06667% PGM Company - 2.06667% TMM Company - 2.06667%
							As to the Tubb Formation: Shell Western E&P Inc. - 43.75000% Atlantic Richfield Co. - 25.00000% Barbara Moran Jernigan - 9.04167% John E. Moran Trust No. 1 - 9.04166%

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
							Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. - 4.12503%
							AJM Company - 1.29167%
							CEM Company - 1.29167%
							ENM Company - 1.29166%
							KAM Company - 1.29166%
							KPM Company - 1.29166%
							PGM Company - 1.29166%
							TMM Company - 1.29166%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
19	T21S-R37E, NMPM Sec 14: E $\frac{1}{2}$ NW $\frac{1}{4}$ (F. A. Andrews)	80.00	Fee (2) HBP 03-19-47	As to Blinebry and Drinkard Formations: Selma Andrews/ Republic National Bank et al* - 17.58307%	Shell Oil Company - 62.50% E. F. Moran, Inc. - 12.50% Argo Oil Corporation - (mineral interest) 25.0% 100%	None	As to Blinebry and Drinkard Formations: Shell Western E&P Inc. - 62.50000% Atlantic Richfield Co. - 25.00000% Barbara Moran Jernigan - 3.61666% John E. Moran Trust No. 1 - 3.61667% Moran Partnership - 3.61667% Linda B. Parrish and Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. - 1.65000%
			Fee HBP 06-07-52	As to the Tubb Formation: Atlantic Richfield Co. et al* - 16.01563%			As to the Tubb Formation: Shell Western E&P Inc. - 43.75000% Atlantic Richfield Co. - 25.00000% Barbara Moran Jernigan - 9.04167%

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND (LEASE NAME)</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNER(S) AND PERCENTAGE(S)</u>
20	T215-R37E, N4PM Sec 15: SW 1/4 (Argo)	160.00	Fee (7) HBP 6-16-42	Atlantic Richfield Co. et al* - 12.50%	Shell Oil Company - 100%	None	John E. Moran Trust No. 1 - 9.04166% Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. - 4.12503% AJM Company - 1.29167% CEM Company - 1.29167% ENM Company - 1.29166% KAM Company - 1.29166% KPM Company - 1.29166% PGM Company - 1.29166% TNM Company - 1.29166% Shell Western E&P Inc. - 100%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
21	T21S-R37E, N1/4 Sec 15: SE 1/4 (L. G. Warlick)	160.00	Fee HBP 07-25-45	J. R. Cone et al* - 9.00879%	Ohio Oil Co. - 70.5078% S. E. Cone - 25.00000% Felmont Oil Corp. - 4.49220% <u>100%</u>	None	Marathon Oil Co. - 70.50780% Katherine Adeline Cone Keck - 9.16666% Adeline Z. Cone - 6.00000% S. E. Cone, Jr. - 4.54167% Felmont Oil Corp. - 4.49220%
			Fee HBP 04-26-46				Marjorie Cone Kastman - 4.16667% Polk Shelton - .37500% Owen W. McWhorter - .25000% Charles L. Cobb - .25000% Lavena Howard - .12500% Jo-Ann Garrison - .06250% Maryanne Riwinisky - .06250%
			Fee HBP 05-01-46				
			Fee HBP 08-09-47				
			Fee HBP 01-28-48				

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
25	T21S-R37E, NMPM Sec 23: NW $\frac{1}{4}$ (D. A. Williamson Oil Unit)	160.00	Fee (4) HBP 11-01-42 Fee (4) HBP 11-04-42	Texaco Producing Inc. et al* - 12.50%	John J. Redfern, Jr. - 100%	None	As to Blinebry Formation - Being Depths Between 5,550' - 5,950' Texaco Producing Inc. - 43.75000% Devon Corporation - 30.65625% Devon-Smedvig 1973 Oil & Gas Program, Ltd. - 25.59375% As to the Tubb and Drinkard Formations - Being Depths Below 5,950' Texaco Producing Inc. - 100%
26	T21S-R37E, NMPM Sec 23: S $\frac{1}{2}$ NE $\frac{1}{4}$ & NW $\frac{1}{2}$ NE $\frac{1}{4}$ (Roy Barton)	120.00	Fee (2) HBP 05-15-43 Fee HBP 06-01-43 Fee (3) HBP 06-17-43	Texaco Inc. Account No. 3, et al* - 12.50%	J. H. McClure - 89.285714% Repollo Oil Co. 10.714286% 100%	None	Atlantic Richfield Co. - 100%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
27	T21S-R37E, NMPM Sec 23: NE 1/4 (D. A. Williamson)	40.00	Fee HBP 06-21-43	Carla Lynne Davis Antwine et al* - 12.50%	L. M. Blackmar - 50.00% Magnolia Petroleum Co. 50.00%	None	Mobil Producing Texas & New Mexico, Inc. - 100%
			Fee (2) HBP 08-23-48				
			Fee (2) HBP 03-26-45				
28	T21S-R37E, NMPM Sec 22: S 1/4 (A. J. Turner)	320.00	Fee (3) HBP 07-03-42	Billie June Crow et al* - 12.50%	Shell Oil Company - 100%	None	Shell Western E&P Inc. - 100%
			Fee (2) HBP 10-08-42				
			Fee HBP 11-13-42				
29	T21S-R37E, NMPM Sec 23: SW 1/4 (S. J. Sarkeys)	160.00	Fee HBP 10-18-44	InterFirst Bank/ Dallas, Agent for Sabine Royalty Trust - 12.50%	Shell Oil Company - 100%	None	Shell Western E&P Inc. - 100%

TRACT NO.	DESCRIPTION OF LAND (LEASE NAME)	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER(S) AND PERCENTAGE(S)	WORKING INTEREST OWNER(S) AND PERCENTAGE(S)
30	T21S-R37E, NMPM Sec 23; SE $\frac{1}{4}$ (S. J. Sarkeys)	160.00	Fee HBP 04-15-43	InterFirst Bank/ Dallas, Agent for Sabine Royalty Trust - 12.50%	J. H. McClure - 100%	None	Atlantic Richfield Co. - 100%
31	T21S-R37E, NMPM Sec 24; W $\frac{1}{2}$ SW $\frac{1}{4}$ (Stephens Estate)	80.00	Fee HBP 08-25-44	Clara S. McKinley et al* - 12.50%	J. E. Simmons - 100%	None	Mobil Producing Texas & New Mexico, Inc. 100%

TOTALS: 19 Tracts ---- 2,640 net acres or 52.61280% of unit (surface) area.

RECAPITULATION OF NUMBER OF ACRES

& -	Federal Lands 14.12315 percent	708.67 acres
& -	State Lands 33.26405 percent	1,669.12 acres
& -	Fee Lands 52.61280 percent	2,640.00 acres
& -	100.00000 percent	5,017.79 acres
& -	-----	-----

* Largest Percentage Royalty Owner only is named.
Complete royalty ownership on individual tract(s)
will be furnished upon request.

EXHIBIT "B-2"

Attached to that certain Unit Agreement
dated the 1st day of May, 1987, for
the Northeast Drinkard Unit, located
in Lea County, New Mexico

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
FEDERAL LANDS:						
1	Amoco Production Co.	25.000000%	3.19019	2.90662	2.03529	1.71939
	Atlantic Richfield Co.	25.000000%	3.19019	2.90662	2.03529	1.71939
	Chevron U.S.A. Inc.	25.000000%	3.19019	2.90662	2.03529	1.71939
	Conoco, Inc.	25.000000%	3.19019	2.90662	2.03529	1.71939
TOTAL FEDERAL LANDS			12.76076	11.62648	8.14116	6.87756
STATE LANDS:						
12	Exxon Company, U.S.A.	100.000000%	5.74104	4.87073	2.72815	3.57022
TOTAL			5.74104	4.87073	2.72815	3.57022
16	Cities Service Oil and Gas Corporation	100.000000%	1.30534	2.04652	2.90013	1.81106
TOTAL			1.30534	2.04652	2.90013	1.81106

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
3	Chevron U.S.A. Inc.	100.00000%	4.63358	5.82141	0.59464	2.10554
	TOTAL	100.00000%	4.63358	5.82141	0.59464	2.10554
17	Shell Western E&P Inc.	100.00000%	2.16723	2.27339	3.75892	2.99600
	TOTAL	100.00000%	2.16723	2.27339	3.75892	2.99600
15	Texaco Producing Inc.	100.00000%	4.08296	3.80132	2.90949	5.25526
	TOTAL	100.00000%	4.08296	3.80132	2.90949	5.25526
8	Shell Western E&P Inc.	100.00000%	4.40182	6.46351	1.89390	3.12977
	TOTAL	100.00000%	4.40182	6.46351	1.89390	3.12977
9	Amoco Production Co. Atlantic Richfield Co. Chevron U.S.A. Inc. Conoco, Inc.	25.00000% 25.00000% 25.00000% 25.00000%	1.30666 1.30666 1.30666 1.30666	0.66566 0.66566 0.66566 0.66566	0.48689 0.48689 0.48689 0.48689	0.60084 0.60084 0.60084 0.60084
	TOTAL	100.00000%	5.22664	2.66264	1.94756	2.40336

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
2	Meridian Oil Co.	100.000000%	5.46492	3.88620	1.56121	1.91073
	TOTAL	100.000000%	5.46492	3.88620	1.56121	1.91073
	TOTAL STATE LANDS		33.02353	31.82572	18.29400	23.18194
	PATENTED (FEE) LANDS:					
4	Shell Western E&P Inc.	100.000000%	5.56096	4.41584	5.26817	5.19381
	TOTAL	100.000000%	5.56096	4.41584	5.26817	5.19381
5	Shell Western E&P Inc.	100.000000%	7.17958	7.87876	8.77204	7.24535
	TOTAL	100.000000%	7.17958	7.87876	8.77204	7.24535
6	Texaco Inc. Phillips Petroleum, Inc.	90.000000% 10.000000%	0.19629 0.02181	0.15295 0.01699	0.24477 0.02720	0.24436 0.02715
	TOTAL	100.000000%	0.21810	0.16994	0.27197	0.27151
11	Meridian Oil Co.	100.000000%	0.58269	0.58557	0.80226	1.19394
	TOTAL	100.000000%	0.58269	0.58557	0.80226	1.19394

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
13	Meridian Oil Co.	100.000000%	1.73740	1.43108	1.95104	1.44764
	TOTAL	100.000000%	1.73740	1.43108	1.95104	1.44764
14	Amoco Production Co. Atlantic Richfield Co. Chevron U.S.A. Inc. Conoco, Inc. John H. Hendrix Corp. Ann W. Morris Irma Spear	24.21875% 24.21875% 24.21875% 24.21875% 1.04166% .52084% 1.56250%	0.74421 0.74421 0.74421 0.74421 0.03201 0.01600 0.04801	0.62701 0.62701 0.62701 0.62701 0.02697 0.01348 0.04045	0.44848 0.44848 0.44848 0.44848 0.01929 0.00964 0.02893	0.52108 0.52108 0.52108 0.52108 0.02241 0.01121 0.03362
	TOTAL	100.000000%	3.07286	2.58894	1.85178	2.15156
18	AJM Company Atlantic Richfield Co. CEM Company EMM Company Barbara Moran Jernigan KAM Company KPM Company John E. Moran Trust No. 1 Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. PGM Company Shell Western E&P Inc. TMM Company	2.06665% 25.000000% 2.06665% 2.06667% 14.46667% 2.06667% 2.06667% 14.46667% 6.60001% 2.06667% 25.000000% 2.06667%	0.06882 0.83245 0.06882 0.06882 0.48171 0.06882 0.06882 0.48171 0.21977 0.06882 0.83245 0.06882	0.06132 0.74172 0.06132 0.06132 0.42921 0.06132 0.06132 0.42921 0.19581 0.06132 0.74172 0.06132	0.03647 0.44122 0.03647 0.03647 0.25532 0.03647 0.03647 0.25532 0.11648 0.03647 0.44122 0.03647	0.03615 0.43732 0.03615 0.03616 0.25306 0.03616 0.03616 0.25306 0.11545 0.03616 0.43732 0.03616
	TOTAL	100.000000%	3.32983	2.96691	1.76485	1.74931

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
18 (Tubb Formation)	Shell Western E&P Inc. (Operator)	43.75000%	0.00000	0.07370	0.19331	0.36482
	Atlantic Richfield Co.	25.00000%	0.00000	0.04211	0.11046	0.20847
	Barbara Moran Jernigan	9.04167%	0.00000	0.01522	0.03994	0.07539
	John E. Moran Trust No. 1	9.04166%	0.00000	0.01522	0.03994	0.07539
	Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr.	4.12503%	0.00000	0.00695	0.01823	0.03440
	AJM Company	1.29167%	0.00000	0.00218	0.00571	0.01077
	CEM Company	1.29167%	0.00000	0.00218	0.00571	0.01077
	EMM Company	1.29166%	0.00000	0.00218	0.00571	0.01077
	KAM Company	1.29166%	0.00000	0.00218	0.00571	0.01077
	KPM Company	1.29166%	0.00000	0.00218	0.00571	0.01077
19 (Blinbry & Drinkard Formations)	PGM Company	1.29166%	0.00000	0.00218	0.00571	0.01077
	TMM Company	1.29166%	0.00000	0.00218	0.00571	0.01077
	TOTAL	100.00000%	0.00000	0.16846	0.44185	0.83386
	Atlantic Richfield Co.	25.00000%	0.49955	0.43511	0.41985	0.29627
	Barbara Moran Jernigan	3.61666%	0.07227	0.06295	0.06074	0.04286
	Moran Partnership	3.61667%	0.07227	0.06295	0.06074	0.04286
	John E. Moran Trust No. 1	3.61667%	0.07227	0.06295	0.06074	0.04286
	Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr.	1.65000%	0.03297	0.02872	0.02771	0.01955
	Shell Western E&P Inc.	62.500000%	1.24887	1.08779	1.04960	0.74069
	TOTAL	100.00000%	1.99820	1.74047	1.67938	1.18509

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
20	Shell Western E&P Inc.	100.000000%	4.52314	5.69895	8.72472	7.04307
	TOTAL	100.000000%	4.52314	5.69895	8.72472	7.04307
21	Charles L. Cobb Adeline Z. Cone S. E. Cone, Jr. Felmont Oil Corp. Jo-Ann Garrison Lavena Howard Marjorie Cone Kastman Katherine Adeline Cone Keck Marathon Oil Company Owen W. McWhorter Maryanne Riwinsky Polk Shelton	.250000% 6.000000% 4.54167% 4.49220% .06250% .12500% 4.16667% 9.16666% 70.50780% .25000% .06250% .37500%	0.00441 0.10577 0.08006 0.07919 0.00110 0.00220 0.07345 0.16159 1.24290 0.00441 0.00110 0.00661	0.00669 0.16047 0.12147 0.12015 0.00167 0.00334 0.11144 0.24517 1.88578 0.00669 0.00167 0.01003	0.00972 0.23329 0.17659 0.17467 0.00243 0.00486 0.16201 0.35642 2.74148 0.00972 0.00243 0.01458	0.00876 0.21025 0.15915 0.15741 0.00219 0.00438 0.14601 0.32122 2.47071 0.00876 0.00219 0.01314
	TOTAL	100.000000%	1.76279	2.67457	3.88820	3.50417
23	Shell Western E&P Inc.	100.000000%	4.20902	4.46072	7.61422	6.47776
	TOTAL	100.000000%	4.20902	4.46072	7.61422	6.47776

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)			
			TRACT OIL PARTICIPATION		TRACT GAS PARTICIPATION	
			PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
24	Chevron U.S.A. Inc. Duer Wagner, Jr. Duer Wagner, III.	81.250000% 17.43750% 1.31250%	0.33658 0.07223 0.00544	2.24855 0.48257 0.03632	0.66881 0.14354 0.01080	2.98045 0.63965 0.04815
	TOTAL	100.000000%	0.41425	2.76744	0.82315	3.66825
25	Texaco Producing Inc. Devon Corporation Devon-Smedvig 1973 Oil & Gas Program, Ltd.	43.750000% 30.65625% 25.59375%	0.78027 0.54675 0.45646	0.66281 0.46444 0.38774	1.04637 0.73321 0.61213	0.76540 0.53632 0.44776
	TOTAL	100.000000%	1.78348	1.51499	2.39171	1.74948
25	Texaco Producing Inc.	100.000000%	0.57093	0.92379	0.35812	0.74499
	TOTAL	100.000000%	0.57093	0.92379	0.35812	0.74499
26	Atlantic Richfield Co.	100.000000%	3.85080	1.94222	2.01104	1.87438
	TOTAL	100.000000%	3.85080	1.94222	2.01104	1.87438
27	Mobil Producing Texas & New Mexico, Inc.	100.000000%	0.26813	0.32735	0.11769	0.67670
	TOTAL	100.000000%	0.26813	0.32735	0.11769	0.67670

UNIT OPERATING AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

UNIT OPERATING AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

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UNIT OPERATING AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of May, 1987, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for Unit Operations as therein defined;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1
CONFIRMATION OF UNIT AGREEMENT

1.1 Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this agreement. The definitions in the Unit Agreement are adopted for all purposes of this agreement. If there is

any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference:

2.1.1 Exhibits A, B-1 and B-2 of the Unit Agreement.

2.1.2 Exhibit C, attached hereto, is a schedule showing the Unit Oil and Gas Participations of each Working Interest Owner. Exhibit C, or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Oil and Gas Participations of Working Interest Owners for purposes of this agreement until shown to be in error and revised as herein authorized.

2.1.3 Exhibit D, attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this agreement and Exhibit D, this agreement shall govern.

2.1.4 Exhibit E, attached hereto, contains insurance provisions applicable to Unit Operations.

2.1.5 Exhibit F, attached hereto, is the Gas Balancing Agreement applicable to Unit Operations.

2.1.6 Exhibit G, attached hereto, is the form of indemnity agreement provided for in Article 9 of the Unit Agreement.

2.1.7 Exhibit H, attached hereto, is the non-discrimination agreement provided for in Section 21.2.

2.1.8 Exhibit I, attached hereto, is a list of wells to be delivered to Unit Operator on the Effective Date for use in Unit Operations.

2.2 Revision of Exhibits. Whenever Exhibits A, B-1 and B-2 are revised, Exhibit C shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit C from time to time as required to conform to changes in ownership of which Unit Operator has been notified as provided in the Unit Agreement. Working Interest Owners shall be provided a duplicate copy of any exhibit revised as provided herein.

2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached, or, if revised, to the last revision.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations pursuant to this agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 Specific Authority and Duties. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including the type or types of secondary or tertiary recovery, or other enhanced recovery program to be employed.

3.2.2 Drilling of Wells. The drilling, deepening, or plugging back of any well whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 Well Abandonment, Use, and Conversion. The abandonment of any well; the use of any well for injection, salt water disposal, or for any purpose other than production; or the conversion of the use of any well from one purpose to another. The reactivation of a well which was shut-in or temporarily abandoned to its former use by Unit Operator shall not require prior approval of Working Interest Owners if the estimated expenditure is less than the expenditure limitation specified in Section 3.2.4.

3.2.4 Expenditures. The making of any single expenditure in excess of thirty thousand dollars (\$30,000.00); however, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing, and equipping the well, including necessary flow lines, separators, and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the

current price of new equipment similar thereto is ten thousand dollars (\$10,000.00) or more.

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; however, Unit Operator shall act as such representative in the absence of the designation of a different representative by Working Interest Owners. Such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.

3.2.7 Audits. The auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; however, the audit shall

- (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator, and
- (b) be made upon the approval of the owner or owners of a majority of Working Interest other than that of Unit Operator, at the expense of all Working Interest Owners other than Unit Operator, or
- (c) be made at the expense of those Working Interest Owners requesting such audit, if owners of less than a majority of Working Interest, other than that of Unit Operator, request such an audit, and
- (d) be made upon not less than thirty (30) days' written notice to Unit Operator.

3.2.8 Inventories. The taking of periodic inventories under the terms of Exhibit D.

3.2.9 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit D.

3.2.10 Assignment to Committees. The appointment of committees to study any problems in connection with Unit Operations.

3.2.11 The removal of Unit Operator and the selection of a successor.

3.2.12 The enlargement of the Unit Area.

3.2.13 The adjustment and readjustment of investments.

3.2.14 The termination of the Unit Agreement.

3.2.15 The approval of Cooperative Agreements as provided in Section 7.11 hereof.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall inform Unit Operator in writing of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one (1) or more Working Interest Owner having a total Unit Oil Phase II Participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days' advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting may amend items included in the agenda and may act upon an amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Oil Phase II Participation.

4.3.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of three (3) or more Working Interest Owners having a combined voting interest of at least sixty-five percent (65%); however, should any one Working Interest Owner have more than thirty-five percent (35%) voting interest, its negative vote or failure to vote shall not defeat a motion and such motion shall pass if approved by Working Interest Owners having a majority voting interest, unless two or more additional Working Interest Owners having a combined voting interest of at least five percent (5%) likewise vote against the motion or fail to vote.

4.3.3 Vote at Meeting by Nonattending Working Interest Owner.

Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by letter or telegram addressed to the representative of Unit Operator if its vote is received prior to the vote at the meeting.

4.3.4 Poll Votes. Working Interest Owners may vote on and decide, by letter or telegram, any matter submitted in writing to Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within fourteen (14) days after a written proposal is sent to Working Interest Owners, the vote taken by letter or telegram shall become final. Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 Access to Unit Area. Access to the Unit Area at all reasonable times to inspect Unit Operations, all wells, and the records and data pertaining thereto.

5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to Working Interest Owners shall be charged to the Working Interest Owner that requests such information.

5.2.3 CO₂. The right to supply in-kind its proportionate share of any CO₂ or other injectants used in tertiary recovery or enhanced recovery operations.

ARTICLE 6

UNIT OPERATOR

6.1 Unit Operator. Shell Western E&P Inc. is hereby designated Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign at any time by giving written notice thereof to Working Interest Owners. Unit Operator may be removed at any time by the affirmative vote of three (3) or more Working Interest Owners having seventy-five percent (75%) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of ninety (90) days after the resignation or removal, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

6.3 Selection of Successor. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners. If the Unit Operator that is removed fails to vote or votes only to succeed itself, the successor Unit Operator shall be selected by the affirmative vote of Working Interest Owners having over fifty percent (50%) of the voting interest remaining after excluding the voting interest of the Unit Operator that was removed.

ARTICLE 7

AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages, unless such damages result from its gross negligence or willful misconduct.

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all

liens and encumbrances occasioned by Unit Operations, except the lien and security interest of Unit Operator granted hereunder.

7.4 Employees. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5 Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish Working Interest Owners periodic reports of Unit Operations. Such reports shall be furnished as frequently as may be determined by Working Interest Owners.

7.7 Gas Vintage. Upon unitization, all Working Interest Owners shall provide the Unit Operator with the gas vintage for each well contributed to the Unit. The Unit Operator shall provide quarterly gas vintage splits to each Working Interest Owner's gas purchaser(s).

7.8 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.9 Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of all logs and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.10 Expenditures. Unit Operator is authorized to make single expenditures not in excess of thirty thousand dollars (\$30,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.11 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefor shall not exceed the usual rates prevailing in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

7.12 Cooperative Agreements. Unit Operator may, after approval by Working Interest Owners, enter into cooperative agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

7.13 Tertiary Recovery Operations. Unit Operator shall conduct tertiary recovery or enhanced recovery operations only with the affirmative vote of Working Interest Owners having seventy-five percent (75%) or more voting interest.

ARTICLE 8

TAXES

8.1 Ad Valorem Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary ad valorem tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by Unit Operator and charged to the joint account; however, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall notify Unit Operator of such interest prior to the rendition date and shall be given credit for the reduction in taxes paid resulting therefrom. If the ad valorem taxes are based in whole or in part upon separate valuation of the Working Interest of each Working Interest Owner, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the Working Interest Owners in accordance with the tax value generated by the Working Interest of each Working Interest Owner. If Unit Operator considers any tax assessment improper, Unit Operator may, at its discretion, protest within the time and manner prescribed by law, and prosecute to a final determination, unless Working Interest Owners agree to abandon the protest prior to final determination. During the pendency of administrative or judicial

proceedings, Operator may elect to pay, under protest, all such taxes and any interest or penalty. When any such protested assessment shall have been finally determined, Unit Operator shall pay the tax for the joint account, together with any interest and penalty accrued.

8.2 Other taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, windfall profits, and other taxes imposed upon or with respect to the production or handling of its share of Unitized Substances, except that on gas production only the taking parties shall pay such taxes.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall provide insurance as set forth in Exhibit E.

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:

10.1.1 Wells. All wells listed on Exhibit I, together with the casing therein.

10.1.2 Well and Lease Equipment. The tubing in each such well, the wellhead connections thereon, and all other well, lease and operating equipment that is used in the operation of such wells, which Working Interest Owners determine is necessary or desirable for conducting Unit Operations. Working Interest Owners shall make such determination as soon as practicable after the Effective Date hereof, and all such property that is determined to be surplus shall be returned as promptly as possible to the Working Interest Owners who delivered same to Unit Operator.

10.1.3 Condition of Wells. If any well has any zone(s) open below the Unitized Interval, Working Interest Owner(s) of such well must set a cast iron bridge plug (CIBP) in production casing within a 15 foot interval from the top of the Abo to 15 feet above the Abo and place approximately 35 feet of cement on top of the CIBP. If any well has any zone(s) open above the Unitized Interval, Working Interest Owner(s) of such well must cement squeeze the non-unit zone, drill out the cement in production casing, and pressure test the squeeze. Squeeze test must hold 500 psi surface pressure for 30 minutes and be documented. All wells, including the casing therein, shall be delivered to Unit Operator in reasonably good physical condition capable of being used for Unit Operations. If within one hundred and twenty (120) days after the Effective Date it is determined by the Working Interest Owners that at least one of the wells on Exhibit I within each forty (40) acres; i.e., within each proration unit, has not been delivered to Unit Operator (a) in

reasonably good physical condition capable of being used for Unit Operations on the Effective Date, and (b) free of any casing failure or leak, whether any such casing failure or leak is determined by Unit Operator to have developed before or after the Effective Date, and (c) with any zone(s) above or below the Unitized Interval that have not been placed in condition as set out above in this Section 10.1.3, then the Working Interest Owner(s) who contributed such forty (40) acres shall be liable to the other Working Interest Owners for liquidated damages as measured by the cost of repairing one well on the forty (40) acres, or by the cost of drilling, completing, and equipping a replacement well on the forty (40) acres, not to exceed two hundred thousand dollars (\$200,000.00), provided that any amount in excess of two hundred thousand dollars (\$200,000.00) shall be treated as any other item of Unit Expense and charged to the joint account.

10.1.4 Records. A copy of all production and well records for such wells.

10.2 Inventory and Evaluation of Personal Property. Working Interest Owners shall, at Unit Expense, inventory and evaluate the personal property taken over by Unit Operator under Section 10.1.2. The inventory shall include and be limited to those items of equipment considered controllable as recommended in the most recent edition of the "Materials Classification Manual" prepared by the Council of Petroleum Accountants Societies; however, upon determination of Working Interest Owners, items considered noncontrollable may be included in the inventory in order to

insure a more equitable adjustment of investment. All noncontrollable items of well, lease and operating equipment used in the operation of the wells taken over under Section 10.1.1 which Working Interest Owners determine is necessary or desirable for conducting Unit Operations, although excluded from the inventory, shall nevertheless be taken over by Unit Operator. Casing taken over under Section 10.1.1 shall be included in the inventory for record purposes, but shall be excluded from evaluation and investment adjustment. Immediately following completion of such inventory, the material and equipment included in the inventory, with the exception of casing, shall be priced in accordance with the provisions of Exhibit "D". The pricing shall be performed under the supervision of, by the personnel of, and in the offices of the Unit Operator, with Working Interest Owners furnishing such additional pricing information as may be available and necessary.

10.3 Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value, as determined under Section 10.2, of its interest in all personal property taken over under Section 10.1.2, and shall be charged with an amount equal to that obtained by multiplying the total value, as determined under Section 10.2, of all personal property taken over under Section 10.1.2 by such Working Interest Owner's Unit Oil Phase II Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner

is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

10.4 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners. There shall be no adjustments for lease roads or appurtenances thereto.

10.5 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Oil Phase II Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement.

ARTICLE 11

UNIT EXPENSE

11.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expense. Each Working Interest Owner's share of Unit Expense is to be allocated based on Unit Oil Phase I or Phase II Participation in effect at the time such Unit Expense is incurred except for the following specific items of Unit Expense:

- Waterflood program implementation costs for drilling oil wells, for production/injection/source water facilities, electrical systems, computer assisted operating equipment, damages, well preparations, producer-to-injector conversions and larger lift are to be shared based on Unit Oil Phase II Participation.
- "Major repair and condition work on gas zones and gas surface facilities" is defined as a single job requiring expenditures greater than \$25,000 and is to be shared based on Unit Gas Phase I or Phase II Participation in effect at the time such item of Unit Expense is incurred. A gas zone is defined as a completion interval which is classified in the most recent applicable New Mexico Oil Conservation Division proration schedule as a gas well.
- Costs for drilling single gas wells are to be shared based on Unit Gas Phase I or Phase II Participation in effect at time such item of Unit Expense is incurred.
- Costs for drilling dual gas/oil wells are to be shared based on a split of 5% Unit Oil Phase II Participation and 43% Unit Gas Phase I or Phase II Participation in effect at time such item of Unit Expense is incurred.
- Costs for replacements or additions of gas surface facilities are to be shared based on Unit Gas Phase I or Phase II Participation in effect at time such item of Unit Expense is incurred.

All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit D.

11.2 Budgets. Before or as soon as practical after the Effective Date, Unit Operator shall prepare a budget of estimated Unit Expense for the remainder of the calendar year, and, on or before the first day of each September thereafter, shall prepare a budget for the ensuing calendar year. A budget shall set forth the estimated Unit Expense by quarterly periods. Budgets shall be estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall be furnished promptly to each Working Interest Owner.

11.3 Advance Billings. Unit Operator shall have the right, without prejudice to other rights or remedies, to require Working Interest Owners to advance their respective shares of estimated Unit Expense by submitting to each Working Interest Owner, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, together with an invoice for its share thereof. Within fifteen (15) days after receipt of the estimate, each Working Interest Owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by the Unit Operator at the close of each calendar month, and the accounts of Working Interest Owners shall be adjusted accordingly.

11.4 Commingling of Funds. Funds received by Unit Operator under this agreement need not be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

11.5 Lien and Security Interest. Each Working Interest Owner grants to Unit Operator a lien upon its Oil and Gas Rights in each Tract, and security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment, to secure payment of its share of Unit Expense, together with interest thereon at the Prime rate set by Chase Manhattan Bank of New York for the same period plus one percent (1%) per annum or the maximum contract rate permitted by applicable usury laws, whichever is the lesser. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State of New Mexico, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default. Unit Operator grants to Working Interest Owners other than Unit Operator an identical lien and security interest, together with the same remedies as provided to Unit Operator above, to secure payment of Unit Operator's share of expense.

11.6 Unpaid Unit Expense. If any Working Interest Owner fails to pay its share of Unit Expense within sixty (60) days after rendition of a statement therefor by Unit Operator, each Working Interest Owner agrees, upon request by Unit Operator, to pay its proportionate part of the unpaid share of Unit Expense of the defaulting Working Interest Owner. Working Interest Owners that pay the share of Unit Expense of a defaulting Working Interest Owner shall be reimbursed by Unit Operator for the amount so paid, plus any interest collected thereon, upon receipt by Unit Operator of any past due amount collected from the defaulting Working Interest Owner. Any Working Interest Owner so paying a defaulting Working Interest Owner's share of Unit Expense shall, to obtain reimbursement thereof, be subrogated to the lien and other rights herein granted Unit Operator.

11.7 Carved-Out Interest. If any Working Interest Owner shall, after executing this agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this agreement, specifically including, but without limitation, Section 11.5 hereof entitled "Lien and Security Interest of Unit Operator". If the Working Interest Owner creating such carved-out interest (a) fails to pay any Unit Expense chargeable to such Working Interest Owner under this agreement, and the production of Unitized Substances accruing to the credit of such Working Interest Owner is insufficient for that purpose, or (b) withdraws from this agreement under the terms and provisions of Article 17 hereof, the carved-out

interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though such carved-out interest were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in Section 11.5 for the purpose of collecting the Unit Expense chargeable to the carved-out interest.

11.8 Uncommitted Royalty. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreement, the difference shall be borne by or inure to the benefit of Working Interest Owners, in proportion to their respective Unit Oil and Gas Participations at the time the Unitized Substances were produced; however, the difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one-eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. If such difference exceeds an amount computed on the basis of one-eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the tract, the excess shall be borne solely by the Working Interest Owners of such Tract proportionately in accordance with their Tract Participations as Shown on Exhibit B-2. Such adjustments shall be made by charges and credits to the joint account.

ARTICLE 12
NONUNITIZED FORMATIONS

12.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care or cause care to be exercised to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it.

ARTICLE 13
TITLES

13.1 Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibits B-1, B-2 and C, and agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising because of Unit Operations; however, such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which

title failed. Each failure of title will be deemed to be effective, insofar as this agreement is concerned, as of 7:00 a.m. on the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit Expense, or retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of a title failure.

13.2 Failure Because of Unit Operations. The failure of title to any Working Interest in any Tract because of Unit Operations, including nonproduction from such Tract, shall not change the Unit Oil and Gas Participations of the Working Interest Owner whose title failed in relation to the Unit Oil and Gas Participations of the other Working Interest Owners at the time of the title failure.

ARTICLE 14

LIABILITY, CLAIMS, AND SUITS

14.1 Individual Liability. The duties, obligations, and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners.

14.2 Settlements. Where insurance or self-insurance is not maintained as set forth in Exhibit E for the joint interest, the Unit Operator shall investigate, defend, settle or otherwise handle any injury or damage claim or suit if the settlement expenditure does not exceed thirty

thousand dollars (\$30,000.00) and if the payment is in complete settlement of the claim or suit. A settlement expenditure in excess of the above amount may be made only by approval of Working Interest Owners and each Working Interest Owner shall have the right to participate through its own counsel at its own expense in the settlement, compromise or defense of any such claim or suit. Any expenditure incurred by Unit Operator in defending, compromising, settling or prosecuting any claims or suits, regardless of the settlement amount, shall be charged to the joint account, including charges for litigation services of Unit Operator's legal staff or fees or expenses of outside attorneys; however, no charge for services of Unit Operator's legal staff or fees or expenses of outside attorneys shall be made without prior approval of Working Interest Owners. If a claim is made against any working Interest Owner or if any Working Interest Owner is sued in connection with any matter arising from Unit Operations over which such Working Interest Owner has no control because of the rights given Working Interest Owners and Unit Operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

ARTICLE 15

INTERNAL REVENUE PROVISION

15.1 Internal Revenue Provision. Notwithstanding any provisions herein that the rights and liabilities of the parties hereunder are several and not joint or collective, or that this agreement and

operations hereunder shall not constitute a partnership, if for Federal income tax purposes this agreement and the operations hereunder are regarded as a partnership, then each of the parties hereto elects to be excluded from the application of all the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is hereby authorized and directed to execute on behalf of each of the parties hereto such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761-1(a). Should there be any requirement that each party hereto further evidence this election, each party hereto agrees to execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state of New Mexico, or any future income tax law of the United States, contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code, under which an election similar to that provided by Section 761 of the Code is permitted, each of the parties agrees to make such election as may be permitted or required by such laws. In making this election, each of the parties states that the

income derived by such party from the operations under this agreement can be adequately determined without the computation of partnership taxable income.

ARTICLE 16

NOTICES

16.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4.

ARTICLE 17

WITHDRAWAL OF WORKING INTEREST OWNER

17.1 Withdrawal. A Working Interest Owner may withdraw from this agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights, exclusive of Royalty Interests, together with its interest in all Unit Equipment and in all wells used in Unit Operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of such transfer. The delivery of the transfer shall be made to Unit Operator for the Working Interest Owners who do not desire to withdraw; i.e., the

transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Oil and Gas Participations in effect at the time of the transfer. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, the salvage value thereof less its share of the estimated cost of salvaging same and of plugging and abandoning wells then being used or held for Unit Operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, including any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator and, as of such effective date, withdrawing owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the

interest transferred. Upon the effective date of transfer, the Unit Participations of the transferees shall be revised to reflect the increase in their shares resulting from the transferred interest.

17.2 Limitation on Withdrawal. Notwithstanding anything set forth in Section 17.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if its Working Interest is burdened by any royalties, overriding royalties, production payments, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of one-eighth (1/8) lessor's royalty, unless one or more of the other Working Interest Owners are willing to accept assignment of the Working Interest subject to such burdens. Such Working Interest Owners willing to accept assignment, if any, will own the transferred interest in proportion to their respective Unit Oil Phase II Participations. Upon the effective date of transfer, if any, the Unit Participations of the transferees shall be revised to reflect the increase in their shares resulting from the transferred interest.

ARTICLE 18

ABANDONMENT OF WELLS

18.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of ninety (90) days after the

sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the account of all Working Interest Owners, the amount determined by Working Interest Owners to be the value of the salvageable casing and equipment in and on the well up to and including the wellhead equipment, except casing therein if contributed by such Working Interest Owners under Section 10.1.1, less the amount determined by Working Interest Owners to be the cost of salvaging and plugging and abandoning. The Working Interest Owners of the Tract, by taking over the well, agree to seal off the Unitized Formation in a manner satisfactory to Working Interest Owners, and upon abandonment to plug the well in compliance with applicable laws and regulations.

18.2 Plugging. If the Working Interest Owners of a Tract do not elect to take over a well located within the Unit Area that is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 19

EFFECTIVE DATE AND TERM

19.1 Effective Date. This agreement shall become effective when the Unit Agreement becomes effective.

19.2 Term. This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 20; (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 20

ABANDONMENT OF OPERATIONS

20.1 Termination. Upon termination of the Unit Agreement, the following will occur:

20.1.1 Oil and Gas Rights. Oil and Gas Rights in and to each separate Tract shall no longer be affected by this agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

20.1.2 Right to Operate. Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the value of the salvageable casing and equipment up to and including the wellhead equipment in and on the wells taken over, except casing therein if contributed by such Working Interest Owners under Section

10.1.1., less the amount determined by Working Interest Owners to be the cost of salvaging and plugging and abandoning, and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations.

20.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.

20.1.4 Cost of Abandonment. The cost of abandonment of Unit Operations shall be Unit Expense.

20.1.5 Distribution of Assets. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Oil Phase II Unit Participations.

ARTICLE 21

LAWS, REGULATIONS AND CERTIFICATE OF COMPLIANCE

21.1 Laws and Regulations. This Agreement and operations hereunder are subject to all valid rules, regulations and orders of all regulatory bodies having jurisdiction and to all other applicable federal, state and local laws, ordinances, rules, regulations and orders; and any provision of this agreement found to be contrary to or inconsistent with any such law, ordinance, rule, regulation or order shall be deemed modified accordingly.

21.2 Certificate of Compliance. In the performance of work under this agreement, the parties agree to comply with, and Unit Operator shall require each independent contractor to comply with, the Federal contract provisions of Exhibit "H."

ARTICLE 22

EXECUTION

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

ARTICLE 23

SUCCESSORS AND ASSIGNS

23.1 Successors and Assigns. This agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

ARTICLE 24

GAS BALANCING

24.1 Gas Balancing. In the event one (1) or more Working Interest Owners' separate disposition of its share of gas causes deliveries to separate pipelines or deliveries which on a day-to-day basis for any reason are not exactly equal to a Working Interest Owner's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the Working Interest Owners shall be in accordance with Exhibit F, which shall prevail in the event of a conflict between the Unit Operating Agreement and Exhibit F.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the dates evidenced by their respective certificates of acknowledgment hereof.

SHELL WESTERN E&P INC.

By: [Signature]
Attorney-in-Fact

Address: P.O. Box 576
Houston, Texas 77001-0576

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on 6-19-87,
by JON R. PRUETT, Attorney-in-Fact of Shell Western E&P Inc., a
Delaware corporation, on behalf of said corporation.

My Commission Expires:

KARIN A. RASMUSSEN
~~Notary Public in and for the State of Texas~~
My Commission Expires September 26, 1990

[Signature: Karin A. Rasmussen]
Notary Public in and for
said County and State

Notary Public (Print Name)

EXHIBIT "C"

Attached to that certain Unit Operating Agreement dated the 1st day of May, 1987, for the Northeast Drinkard Unit, located in Lea County, New Mexico.

WORKING INTEREST OWNER SUMMARY

		<u>UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)</u>			
<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
AJM Company c/o Bravo Energy, Inc.	18-BD	0.06882	0.06132	0.03647	0.03615
	18-T	0.00000	0.00218	0.00571	0.01077
	TOTAL	0.06882	0.06350	0.04218	0.04692
Amoco Production Co.	1	3.19019	2.90662	2.03529	1.71939
	9	1.30666	0.66566	0.48689	0.60084
	14	0.74421	0.62701	0.44848	0.52108
	TOTAL	5.24106	4.19929	2.97066	2.84131

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
Cities Service Oil & Gas Corp.	16	1.30534	2.04652	2.90013	1.81106
		_____	_____	_____	_____
	TOTAL	1.30534	2.04652	2.90013	1.81106
Charles L. Cobb	21	0.00441	0.00669	0.00972	0.00876
		_____	_____	_____	_____
	TOTAL	0.00441	0.00669	0.00972	0.00876
Adeline Z. Cone	21	0.10577	0.16047	0.23329	0.21025
		_____	_____	_____	_____
	TOTAL	0.10577	0.16047	0.23329	0.21025
S. E. Cone, Jr.	21	0.08006	0.12147	0.17659	0.15915
		_____	_____	_____	_____
	TOTAL	0.08006	0.12147	0.17659	0.15915
Conoco, Inc.	1 9 14	3.19019	2.90662	2.03529	1.71939
		1.30666	0.66566	0.48689	0.60084
		0.74421	0.62701	0.44848	0.52108
		_____	_____	_____	_____
	TOTAL	5.24106	4.19929	2.97066	2.84131
Devon Corporation	25-B	0.54675	0.46444	0.73321	0.53632
		_____	_____	_____	_____
	TOTAL	0.54675	0.46444	0.73321	0.53632

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
Devon-Smedvig 1973 Oil & Gas Program, Ltd.	25-B	0.45646	0.38774	0.61213	0.44776
	TOTAL	0.45646	0.38774	0.61213	0.44776
EMM Company c/o Bravo Energy, Inc.	18-BD	0.06882	0.06132	0.03647	0.03616
	18-T	0.00000	0.00218	0.00571	0.01077
	TOTAL	0.06882	0.06350	0.04218	0.04693
Exxon Company, USA	12	5.74104	4.87073	2.72815	3.57022
	TOTAL	5.74104	4.87073	2.72815	3.57022
Felmont Oil Corporation	21	0.07919	0.12015	0.17467	0.15741
	TOTAL	0.07919	0.12015	0.17467	0.15741
Jo-Ann Garrison	21	0.00110	0.00167	0.00243	0.00219
	TOTAL	0.00110	0.00167	0.00243	0.00219
John H. Hendrix Corp.	14	0.03201	0.02697	0.01929	0.02241
	TOTAL	0.03201	0.02697	0.01929	0.02241

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
Lavena Howard	21	0.00220	0.00334	0.00486	0.00438
	TOTAL	0.00220	0.00334	0.00486	0.00438
Barbara Moran Jernigan	18-BD	0.48171	0.42921	0.25532	0.25306
	18-T	0.00000	0.01522	0.03994	0.07539
	19	0.07227	0.06295	0.06074	0.04286
KAM Company c/o Bravo energy, Inc.	TOTAL	0.55398	0.50738	0.35600	0.37131
	18-BD	0.06882	0.06132	0.03647	0.03616
	18-T	0.00000	0.00218	0.00571	0.01077
Marjorie Cone Kastman	TOTAL	0.06882	0.06350	0.04218	0.04693
	21	0.07345	0.11144	0.16201	0.14601
Katherine Adeline Cone Keck	TOTAL	0.07345	0.11144	0.16201	0.14601
	21	0.16159	0.24517	0.35642	0.32122
KPM Company c/o Bravo Energy, Inc.	TOTAL	0.16159	0.24517	0.35642	0.32122
	18-BD	0.06882	0.06132	0.03647	0.03616
	18-T	0.00000	0.00218	0.00571	0.01077
TOTAL	TOTAL	0.06882	0.06350	0.04218	0.04693

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)					
WORKING INTEREST OWNER	TRACT NO(S).	OIL PARTICIPATION		GAS PARTICIPATION	
		PHASE I (%)	PHASE II (%)	PHASE I (%)	PHASE II (%)
Marathon Oil Company	21	1.24290	1.88578	2.74148	2.47071
	TOTAL	1.24290	1.88578	2.74148	2.47071
Owen W. McWhorter	21	0.00441	0.00669	0.00972	0.00876
	TOTAL	0.00441	0.00669	0.00972	0.00876
Meridian Oil Company	2	5.46492	3.88620	1.56121	1.91073
	11	0.58269	0.58557	0.80226	1.19394
	13	1.73740	1.43108	1.95104	1.44764
Mobil Producing Texas & New Mexico, Inc.	TOTAL	7.78501	5.90285	4.31451	4.55231
	27	0.26813	0.32735	0.11769	0.67670
	31	0.00725	0.49429	0.00778	0.58831
	TOTAL	0.27538	0.82164	0.12547	1.26501
The Moran Partnership c/o Bravo Energy, Inc.	19	0.07227	0.06295	0.06074	0.04286
	TOTAL	0.07227	0.06295	0.06074	0.04286
Ann W. Morris	14	0.01600	0.01348	0.00964	0.01121
	TOTAL	0.01600	0.01348	0.00964	0.01121

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
PGM Company c/o Bravo Energy, Inc.	18-BD	0.06882	0.06132	0.03647	0.03616
	18-T	0.00000	0.00218	0.00571	0.01077
	TOTAL	0.06882	0.06350	0.04218	0.04693
TMM Company c/o Bravo Energy, Inc.	18-BD	0.06882	0.06132	0.03647	0.03616
	18-T	0.00000	0.00218	0.00571	0.01077
	TOTAL	0.06882	0.06350	0.04218	0.04693
Phillips Petroleum, Inc.	6	0.02181	0.01699	0.02720	0.02715
	TOTAL	0.02181	0.01699	0.02720	0.02715
John E. Moran Trust No. 1 c/o Republic Bank First National Midland, Trustee	18-BD	0.48171	0.42921	0.25532	0.25306
	18-T	0.00000	0.01522	0.03994	0.07539
	19	0.07227	0.06295	0.06074	0.04286
	TOTAL	0.55398	0.50738	0.35600	0.37131
Linda B. Parrish & Linda Ann Parrish Richardson, Trustees U/W of M. C. Parrish, Jr. c/o Dana T. Richardson, Jr.	18-BD	0.21977	0.19581	0.11648	0.11545
	18-T	0.00000	0.00695	0.01823	0.03440
	19	0.03297	0.02872	0.02771	0.01955
	TOTAL	0.25274	0.23148	0.16242	0.16940

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
Maryanne Riwinsky	21	0.00110	0.00167	0.00243	0.00219
	TOTAL	0.00110	0.00167	0.00243	0.00219
Shell Western E&P Inc.	4	5.56096	4.41584	5.26817	5.19381
	5	7.17958	7.87876	8.77204	7.24535
	8	4.40182	6.46351	1.89390	3.12977
	17	2.16723	2.27339	3.75892	2.99600
	18-BD	0.83245	0.74172	0.44122	0.43732
	18-T	0.00000	0.07370	0.19331	0.36482
	19	1.24887	1.08779	1.04960	0.74069
	20	4.52314	5.69895	8.72472	7.04307
	23	4.20902	4.46072	7.61422	6.47776
	28	4.56184	6.20883	14.43398	12.40280
	29	4.88116	4.52729	5.04616	5.32927
	TOTAL	39.56607	43.83050	57.19624	51.36066
Polk Shelton	21	0.00661	0.01003	0.01458	0.01314
	TOTAL	0.00661	0.01003	0.01458	0.01314
Irma Spear	14	0.04801	0.04045	0.02893	0.03362
	TOTAL	0.04801	0.04045	0.02893	0.03362

UNIT OIL AND GAS PARTICIPATIONS (BY WORKING INTEREST OWNERS)

<u>WORKING INTEREST OWNER</u>	<u>TRACT NO(S).</u>	<u>OIL PARTICIPATION</u>		<u>GAS PARTICIPATION</u>	
		<u>PHASE I (%)</u>	<u>PHASE II (%)</u>	<u>PHASE I (%)</u>	<u>PHASE II (%)</u>
Texaco Producing, Inc.	6	0.19629	0.15295	0.24477	0.24436
	15	4.08296	3.80132	2.90949	5.25526
	25-B	0.78027	0.66281	1.04637	0.76540
	25-TD	0.57093	0.92379	0.35812	0.74499
	TOTAL	5.63045	5.54087	4.55875	7.01001
Duer Wagner, Jr.	24	0.07223	0.48257	0.14354	0.63965
	TOTAL	0.07223	0.48257	0.14354	0.63965
Duer Wagner, III	24	0.00544	0.03632	0.01080	0.04815
	TOTAL	0.00544	0.03632	0.01080	0.04815
	UNIT TOTAL	100.00000	100.00000	100.00000	100.00000

EXHIBIT

" D "

Attached to and made a part of that certain Unit Operating Agreement dated the 1st day of May 1987, for the Northeast Drinkard Unit, located in Lea County, New Mexico.

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the Parties to this agreement other than the Operator.

"Parties" shall mean Operator and Non-Operators.

"First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.

"Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.

"Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual most recently recommended by the Council of Petroleum Accountants Societies.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditures, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the bill or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust its monthly billing to reflect advances received from the Non-Operators.

B. Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at ~~The Chase Manhattan Bank, N.Y.~~ ****New York City, N.Y.** on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

* "Direct supervision" to include Production Foreman who is a first level supervisor in a field operating capacity under operator's organizational structure.

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5. Audits

- A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audit shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
- B. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

6. Approval By Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provision in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items:

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

3. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
- (2) Salaries of First Level Supervisors in the field.
- (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.
- (4) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from the overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.

5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.

- B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.
- C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rate. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

8. Equipment and Facilities Furnished By Operator

- A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expenses, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed eight percent (8%) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.
- B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

9. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practical after a report thereof has been received by Operator.

10. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgements and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.

12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed market rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section.

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

(X) Fixed Rate Basis, Paragraph 1A, or
() Percentage Basis, Paragraph 1B

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rate provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

() shall be covered by the overhead rates, or
(X) shall not be covered by the overhead rates.

- iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:

(X) shall be covered by the overhead rates, or
() shall not be covered by the overhead rates.

A. Overhead - Fixed Rate Basis

- (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 4,550.00
(Prorated for less than a full month)

Producing Well Rate \$ 455.00

- (2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

- (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.
- (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except where the drilling well rate applies.
- (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:

(a) Development

_____ Percent (_____ %) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

_____ Percent (_____ %) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, redrilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of \$ 25,000.00 :

- A. 5 % of first \$100,000 or total cost if less, plus
- B. 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus
- C. 2 % of costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

3. Catastrophe Overhead

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates: for any catastrophe in excess of \$25,000.00:

- A. 5 % of total costs through \$100,000; plus
- B. 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus
- C. 2 % of total costs in excess of \$1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

4. Amendment of Rates

The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outside Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition. All Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

**Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

*All pricing of controllable material will be based on prices generated from COPAS' Computerized Equipment Pricing System (CEPS), if available in CEPS.

**Material furnished or transferred as defined here shall exclude material received direct from vendors.

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

- (a) Tubular goods, sized 2½ inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.
- (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.
- (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.
- (d) Macaroni tubing (size less than 2½ inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

- (a) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
 - (b) Line pipe movements (except size 24 inch OD and larger with walls ¾ inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, plus 20 percent, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
 - (c) Line pipe 24 inch OD and over and ¾ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
 - (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.
 - (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

- (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or
- (b) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

- (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at use line pipe prices.
- (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil line shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

- A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.
- B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

EXHIBIT "E"

ATTACHED TO AND MADE A PART OF UNIT OPERATING AGREEMENT, NORTHEAST
DRINKARD UNIT, LEA COUNTY, NEW MEXICO, DATED
May 1, 1987.

INSURANCE AND CLAIMS

1. UNIT OPERATOR shall, at all times while conducting operations hereunder, comply with all applicable Workers' Compensation and Occupational Disease Laws including the United States Longshoremen's and Harbor Workers' Compensation Act and carry all Employer's liability and other insurance required by the laws of New Mexico, provided, however, that UNIT OPERATOR may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained.
2. No other insurance shall be carried by UNIT OPERATOR for the joint account unless agreed to by the Working Interest Owners in accordance with the voting procedure set forth in Article 4 of the Unit Operating Agreement.
3. Each Working Interest Owner may procure such insurances with respect to the co-owned properties and operations as it deems necessary to protect itself against claims and damages, and all insurance policies shall provide that underwriters and insurance carriers of such Working Interest Owner shall waive any right of subrogation against UNIT OPERATOR and other Working Interest Owners.

EXHIBIT "F"
TO UNIT OPERATING AGREEMENT
NORTHEAST DRINKARD UNIT
LEA COUNTY, NEW MEXICO
MAY 1, 1987
GAS BALANCING AGREEMENT

(Attached to and made a part of the Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico, hereinafter referred to as "Unit Operating Agreement.")

1. The parties to the Unit Operating Agreement to which this Gas Balancing Agreement is attached own the Working Interest in the gas rights underlying the Unit Area and are entitled to share in the oil and gas production from the Unit in accordance with the provisions of the Unit Operating Agreement.

2. For the purposes of this agreement, "gas" shall include all gas well gas and oil well gas. "Gas well gas" is defined as gas produced from completion intervals which are classified in the most recent applicable New Mexico Oil Conservation Division proration schedule as gas wells. "Oil well gas" is defined as gas produced from completion intervals which are classified in the most recent applicable New Mexico Oil Conservation Division proration schedule as oil wells.

3. In accordance with the provisions of the Unit Operating Agreement, each party shall have the right to take its gas in kind and separately dispose of its share of gas produced from the Unit Area. Each party shall make a good faith effort to take and market its share of gas as currently produced. If, at any time while the Unit Operating Agreement is in effect, any party fails to take its share of gas, or has

contracted to sell its share of gas produced from the Unit Area to a purchaser who fails to take such share of gas attributable to the interest of that party, the terms of this Gas Balancing Agreement shall apply automatically. It is the intent of this Gas Balancing Agreement that it never be used as a device to delay marketing of gas or as a means of withholding gas from the market.

4. During the period or periods when any party hereto or its purchaser fails to take all or part of such party's share of gas, the other parties hereto shall have the right but not the obligation to produce, each month, all or a part of the total allowable gas production assigned to the Unit Area by the appropriate governmental entity having jurisdiction; provided, however, no party may without the express written approval of the underproduced party, take or market gas in quantities in excess of 150 percent of such party's share of the gas allowable or, in the absence of such allowable gas production, 150 percent of such party's share of the then current deliverability. The Operator shall have the duty of controlling production from the Unit Area and the responsibility of administering the provisions of this Agreement. The Operator shall use its best efforts to cause deliveries to be made to the gas purchasers from the Unit Area at such rates as may be required to give effect to the intent that the gas production accounts of all parties are to be brought into balance under the provisions contained herein. In so doing, the Operator shall not incur any liability to any nonoperator.

5. All parties hereto shall share in and own the liquid hydrocarbons recovered from such gas by primary separation equipment, prior to processing in a gas plant, in accordance with the terms of the

Unit Agreement and Unit Operating Agreement; provided, however, that each party taking such gas shall own all of the gas delivered to its purchaser.

6. Unit Operator shall keep records to maintain the over and under production accounts among the parties separately for gas well gas and for oil well gas. The over and under account quantities for gas well gas production shall be expressed in volumetric terms of MCF, whereas the over and under account quantities for oil well gas production shall be expressed in energy content terms of MMBTU.

7. The word "gas" as used in this Paragraph 7 shall apply separately to "gas well gas" and "oil well gas." Each party unable to take or market its full share of the gas as produced shall be credited with gas in the reservoir(s) underlying the Unit Area equal to its share of the gas produced under the Unit Operating Agreement, less such party's share of the gas actually taken and delivered to a purchaser, and less such party's share of gas used in joint operations, vented or lost. Unit Operator will maintain a running account of the quantities of gas each party is entitled to receive and the quantities of gas taken and marketed by each of the parties. Unit Operator will also furnish each party monthly statements showing the total quantity of gas produced, the amount thereof used in joint operations, vented or lost, the quantity of gas delivered to pipeline purchaser(s) for the account of each party, and monthly and cumulative over and under quantities. Unit Operator shall use these records to maintain the over and under production accounts among the parties.

8. The word "gas" as used in this Paragraph 8 shall apply separately to "gas well gas" and "oil well gas." After notice to Unit Operator, any party may begin taking or delivering to its purchaser its full share of the gas produced from the Unit Area, less any gas used in joint operations, vented or lost. To allow the underproduced party or parties to recover gas credited to such party or parties in the reservoir(s) and to balance the gas accounts among the parties in accordance with their respective interests, the underproduced party shall be entitled to take as makeup gas, an additional quantity equal to fifty percent (50%) of deliverable gas attributable to the overproduced parties, beginning on the first day of the month following such notice. If there is more than one underproduced or overproduced party, each underproduced and overproduced party's share of makeup gas shall be in direct proportion to its unit participation. Recovery of gas shall be in the order of its accrual in storage.

9. The word "gas" as used in this Paragraph 9 shall apply separately to "gas well gas" and to "oil well gas." In the event production of gas from the Unit Area is permanently discontinued before the gas accounts are balanced, settlement will be made between the underproduced and overproduced parties. In making such settlement, the underproduced party or parties will be paid a sum of money by the overproduced party or parties attributable to the overproduction which said overproduced party or parties received at the time of overproduction, less applicable taxes theretofore paid. If the overproduced party or parties did not sell its gas, such gas will be valued in the same manner used for royalty and severance tax purposes

when produced. That portion of the monies collected by the overproduced party or parties which is subject to refund by order of the FERC may be withheld by the overproduced party or parties until such prices are fully approved by the FERC, unless the underproduced party or parties furnish a corporate undertaking agreeing to hold the overproduced party or parties harmless from financial loss due to refund order by the FERC.

In order to administer this provision, Operator shall request each overproduced party to furnish Operator a monthly statement of revenue and volume for each month during which the overproduction occurred. Within a reasonable time after the permanent termination of production of gas from the Unit Area, Operator shall invoice each overproduced party for its proportionate share of said overproduction based on said statements and shall distribute the amounts collected from the overproduced parties to each underproduced party proportionate to the relative volumes of underproduction attributable to each such underproduced party based on weighted average price received by each overproduced party during the period that the underproduction occurred. Each party shall retain all producer's records of volumes taken or sold and revenues or values accruing thereto for the full term of this Gas Balancing Agreement. Operator agrees that it will not utilize any information obtained hereunder for any purpose other than implementing the terms of this Gas Balancing Agreement.

10. This Gas Balancing Agreement shall remain in force and effect as long as the Unit Operating Agreement is in effect and thereafter until the gas balance accounts among the parties are settled in full, and it

shall inure to the benefit of and be binding upon, the parties hereto, their respective successors, representatives, and assigns.

11. Nothing herein shall change or affect each party's obligations to pay its proportionate share of all costs and liabilities incurred in joint operations, including royalty and overriding royalty, as if each party were taking or delivering to a purchaser its share and its share only of gas production. Each party hereto shall hold each other party hereto harmless from any and all claims for royalty payments asserted by Royalty Owners to whom each party is accountable. Each party shall pay, or cause to be paid, all production and severance taxes due on all volumes of gas actually utilized or sold for its own account.

12. Each party hereby indemnifies the other parties hereto against all liability for and agrees to defend the parties hereto against all claims which may be asserted by third parties who now or hereafter stand in a contractual relationship with such indemnifying party arising out of the operation of this Agreement or activities of any party under its provisions and further agrees to save the other parties hereto harmless from all judgments or damages sustained and costs incurred in connection therewith.

EXHIBIT "G"

TO UNIT OPERATING AGREEMENT

NORTHEAST DRINKARD UNIT

LEA COUNTY, NEW MEXICO

INDEMNITY AGREEMENT

WHEREAS, Section 9.1.3 of the agreement entitled "Unit Agreement Northeast Drinkard Unit, Lea County, New Mexico", dated as of May 1, 1987, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract _____, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract's meeting the other requirements of the aforesaid Section of the Unit

Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of working interest in the Tract, who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements, in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when one hundred percent (100%) of the Working Interest in the Tract becomes committed to the Unit Agreement.

This agreement shall be binding upon and shall inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefited by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the day and date evidenced by his certificate of acknowledgement hereof.

CORPORATE ACKNOWLEDGEMENT

STATE OF _____: SS.
COUNTY OF _____:

This instrument was acknowledged before me on _____, 1987, by _____, of _____, a _____ corporation, on behalf of said corporation.

My Commission Expires:

Notary Public
In and For Said County and State

Notary Public (print name)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____: SS.
COUNTY OF _____:

This instrument was acknowledged before me on _____, 1987, by _____.

My Commission Expires:

Notary Public
In and For Said County and State

Notary Public (print name)

EXHIBIT "H"

Attached to and made a part of that certain Operating Agreement
dated the 1st day of May, 1987,
for the Northeast Drinkard Unit,
located in Lea County, New Mexico

NON-DISCRIMINATION

A. During the performance of this Agreement, Operator hereby agrees as follows:

(1) Operator will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Operator will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color 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. Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form specified in the Regulations published in Title 41, Chapter 60 of the Code of Federal Regulations, as amended, setting forth the provisions of this non-discrimination clause.

- (2) Operator will, in all solicitations or advertisements for employees place by or on behalf of Operator, state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.
- (3) 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 in the form prescribed by the Regulations published in Title 41, Chapter 60 of the Code of Federal Regulations advising the labor union or workers' representative of Operator's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (4) Operator will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules and regulations and relevant orders of the Secretary of Labor.
- (5) Operator will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor or pursuant thereto, and will permit access to its books, records and accounting by the contracting agency (as defined in the Regulations published under Title 41, Chapter 60 of the Code of

Federal Regulations) and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- (6) In the event of Operator's noncompliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders Operator may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor or as otherwise provided for by law.
- (7) Operator will include the provisions of these Paragraphs (1) through (7) 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. Operator will act with respect to any subcontractor or vendor as the contract agency may direct as a means of enforcing such provisions including sanction for noncompliance; provided, however, that in the event Operator becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Operator may request the United States to enter into such litigation to protect the interests of the United States.

B. Certification of non-segregated facilities:

- (1) Operator and each Non-Operator assures the other that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. For this purpose it is understood that the phrase "segregated facilities" includes facilities which are in fact segregated on a basis of race, color, religion or national origin, because of habit, local custom or otherwise. It is further understood and agreed that maintaining or providing segregated facilities for its employees or permitting its employees to perform their services at any location under its control where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.
- (2) Operator and each Non-Operator understands and agrees that the breach of the assurance herein contained subjects the breaching party to the provisions of the order at 41 CFR Chapter 60 of the Secretary of Labor, dated May 21, 1968, and the provisions of the equal opportunity clause enumerated in contracts between the United States of America and the assured.

- (3) Operator and each Non-Operator agrees that whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 USC Par. 1001.
- (4) Operator and each Non-Operator, respectively, reserves to itself the benefit of all exemptions, qualifications and limitations contained in and which it may claim under 41 CFR Chapter 60 and this certification is qualified to the extent and so that Operator and each Non-Operator, respectively, shall have the full benefit thereof.

EXHIBIT "I"

Attached to that certain Unit Operating Agreement dated the 1st day of May, 1987, for the Northeast Drinkard Unit, located in Lea County, New Mexico.

UNIT WELLS

<u>Tract</u>	<u>Operator</u>	<u>Lease</u>	<u>Well No.</u>	<u>Location</u>			
1	Conoco	Hawk B-3	14	660'	FNL	660'	FEL 3-21S-37E
			15	660'	FNL	1980'	FEL 3-21S-37E
			16	660'	FNL	1980'	FWL 3-21S-37E
			17	660'	FNL	660'	FWL 3-21S-37E
			18	1980'	FNL	1980'	FEL 3-21S-37E
			19	1980'	FNL	660'	FEL 3-21S-37E
			22	3300'	FNL	760'	FWL 3-21S-37E
			23	660'	FNL	560'	FEL 4-21S-37E
			24	2232'	FNL	2310'	FEL 3-21S-37E
2	Meridian Oil Co. (formerly Southland Royalty)	St. Sec. 2	1	3300'	FSL	660'	FWL 2-21S-37E
			2	Unit Letter E			2-21S-37E
			3	3175'	FSL	660'	FWL 2-21S-37E
			5	1650'	FWL	5610'	FSL 2-21S-37E
			6	906'	FNL	660'	FWL 2-21S-37E
			7	921'	FNL	1650'	FWL 2-21S-37E
			8	5790'	FSL	660'	FWL 2-21S-37E
			9	1973'	FNL	1650'	FWL 2-21S-37E
3	Chevron (formerly Gulf)	Harry Leonard	6	2983'	FSL	2317'	FEL 2-21S-37E
			8	660'	FSL	330'	FEL 2-21S-37E
			9	1650'	FSL	990'	FEL 2-21S-37E
			10	2220'	FNL	2307'	FEL 2-21S-37E
			11	2970'	FSL	990'	FEL 2-21S-37E
			12	3534'	FNL	990'	FEL 2-21S-37E
			13	Unit Letter B			2-21S-37E
			14	2886'	FNL	2307'	FEL 2-21S-37E
			16	2217'	FNL	989'	FEL 2-21S-37E
			17	897'	FNL	990'	FEL 2-21S-37E
			18	1650'	FSL	1980'	FEL 2-21S-37E
4	SWEPI	Taylor Glenn	1	3226'	FNL	1980'	FWL 3-21S-37E
			2	4620'	FSL	660'	FEL 3-21S-37E
			6	4620'	FSL	1979'	FEL 3-21S-37E
			7	1582'	FNL	990'	FEL 4-21S-37E
			8	1582'	FNL	330'	FWL 3-21S-37E
			9	1585'	FNL	1980'	FWL 3-21S-37E
			10	1980'	FNL	1980'	FWL 3-21S-37E
			11	2080'	FNL	660'	FWL 3-21S-37E

<u>Tract</u>	<u>Operator</u>	<u>Lease</u>	<u>Well No.</u>	<u>Location</u>			
5	SWEPI	Livingston	1	1980'	FSL	1980'	FWL 3-21S-37E
			2	660'	FSL	1980'	FEL 3-21S-37E
			5	660'	FSL	330'	FWL 3-21S-37E
			8	2970'	FSL	2308'	FWL 3-21S-37E
			9	915'	FSL	2208'	FWL 3-21S-37E
			10	3200'	FSL	660'	FEL 4-21S-37E
			11	3300'	FSL	660'	FWL 3-21S-37E
			12	4520'	FSL	660'	FEL 4-21S-37E
			13	3330'	FNL	367'	FEL 4-21S-37E
6	Texaco	Estlack	1	Unit Letter T		3-21S-37E	
7	Conoco	Hawk B-3	2	3150'	FSL	1650'	FEL 3-21S-37E
			5	1980'	FSL	1830'	FEL 3-21S-37E
			7	1980'	FSL	660'	FEL 3-21S-37E
			10	2970'	FSL	1650'	FEL 3-21S-37E
			11	1980'	FSL	660'	FEL 3-21S-37E
			12	1980'	FSL	1980'	FEL 3-21S-37E
			13	660'	FSL	660'	FEL 3-21S-37E
			20	3300'	FSL	660'	FEL 3-21S-37E
8	SWEPI	St. Sec. 2	1	1980'	FSL	660'	FWL 2-21S-37E
			2	4620'	FSL	660'	FWL 2-21S-37E
			4	710'	FSL	610'	FWL 2-21S-37E
			9	1980'	FSL	1880'	FWL 2-21S-37E
			15	3546'	FNL	1650'	FWL 2-21S-37E
			16	3546'	FNL	1700'	FWL 2-21S-37E
			17	2886'	FNL	2303'	FWL 2-21S-37E
			18	3550'	FSL	2300'	FWL 2-21S-37E
			19	2310'	FSL	2307'	FWL 2-21S-37E
			20	990'	FSL	2300'	FWL 2-21S-37E
			21	2205'	FSL	988'	FWL 2-21S-37E
			22	990'	FSL	990'	FWL 2-21S-37E
9	Conoco	St. Sec. 10	2	1980'	FNL	990'	FWL 10-21S-37E
			3	990'	FNL	840'	FWL 10-21S-37E
10	Conoco	Hawk B-10	1	990'	FNL	1650'	FEL 10-21S-37E
			2	1980'	FNL	2310'	FWL 10-21S-37E
			4	1980'	FNL	660'	FEL 10-21S-37E
			8	1980'	FNL	2310'	FEL 10-21S-37E
			9	660'	FNL	1980'	FEL 10-21S-37E
			10	460'	FNL	1980'	FWL 10-21S-37E
11	Meridian Oil Co. (formerly Southland Royalty)	Dauron	1	660'	FNL	660'	FEL 10-21S-37E
			2	660'	FNL	525'	FEL 10-21S-37E

Tract	Operator	Lease	Well No.	Location		
12	Exxon	NM "V" St.	1	660'	FSL	660' FWL 10-21S-37E
			3	660'	FSL	1980' FEL 10-21S-37E
			6	1980'	FSL	1980' FEL 10-21S-37E
			7	500'	FSL	1880' FWL 10-21S-37E
			8	2100'	FSL	760' FEL 10-21S-37E
			11	2080'	FSL	2080' FWL 10-21S-37E
			12	1980'	FSL	330' FWL 10-21S-37E
13	Meridian Oil Co. (formerly Southland Royalty)	Gutman	1	2310'	FSL	345' FWL 11-21S-37E
			2	1980'	FSL	990' FWL 11-21S-37E
14	Conoco	Nolan	1	660'	FSL	660' FWL 11-21S-37E
			2	660'	FSL	1980' FWL 11-21S-37E
			3	1980'	FSL	1980' FWL 11-21S-37E
15	Texaco (formerly Getty)	State S	3	660'	FNL	1980' FEL 15-21S-37E
			6	760'	FNL	1980' FWL 15-21S-37E
			7	600'	FNL	990' FWL 15-21S-37E
			8	660'	FNL	660' FEL 15-21S-37E
			9	660'	FSL	660' FEL 10-21S-37E
16	Cities Services	State S	1	1980'	FNL	660' FWL 15-21S-37E
			2	1980'	FNL	1980' FWL 15-21S-37E
			3	3375'	FSL	3225' FEL 15-21S-37E
			4	3390'	FSL	4520' FEL 15-21S-37E
			5	1980'	FNL	1880' FWL 15-21S-37E
			6	2310'	FNL	990' FWL 15-21S-37E
17	SWEPI	St. Sec. 15	1	1980'	FNL	1978' FEL 15-21S-37E
			2	1980'	FNL	660' FEL 15-21S-37E
			3	2210'	FNL	2310' FEL 15-21S-37E
18	Bravo Energy	Eva Owen	1	1980'	FNL	660' FWL 14-21S-37E
			2	660'	FNL	660' FWL 14-21S-37E
19	SWEPI	Andrews	1	1980'	FNL	1980' FWL 14-21S-37E
			2	990'	FNL	1980' FWL 14-21S-37E
20	SWEPI	Argo	1	660'	FSL	660' FWL 15-21S-37E
			2	1980'	FSL	660' FWL 15-21S-37E
			3	1980'	FSL	1980' FWL 15-21S-37E
			4	660'	FSL	1980' FWL 15-21S-37E
			5	330'	FSL	2310' FWL 15-21S-37E

<u>Tract</u>	<u>Operator</u>	<u>Lease</u>	<u>Well No.</u>	<u>Location</u>			
21	Marathon	Warlick	1	1980'	FSL	1980'	FEL 15-21S-37E
			2	660'	FSL	1980'	FEL 15-21S-37E
			3	660'	FSL	660'	FEL 15-21S-37E
			4	1980'	FSL	660'	FEL 15-21S-37E
			9	990'	FSL	990'	FEL 15-21S-37E
			10	1725'	FSL	2149'	FEL 15-21S-37E
23	SWEPI	Argo A	1	660'	FNL	660'	FWL 22-21S-37E
			2	1980'	FNL	660'	FWL 22-21S-37E
			3	660'	FNL	1980'	FWL 22-21S-37E
			4	1980'	FNL	1980'	FWL 22-21S-37E
			11	1650'	FNL	1650'	FWL 22-21S-37E
24	Chevron (formerly Gulf)	Eubank	1	660'	FNL	1780'	FEL 22-21S-37E
			2	660'	FNL	660'	FEL 22-21S-37E
			3	2080'	FEL	1980'	FNL 22-21S-37E
			4	660'	FEL	1980'	FNL 22-21S-37E
25	Texaco (formerly Getty)	Williamson	1	660'	FNL	660'	FWL 23-21S-37E
			2	1980'	FNL	660'	FWL 23-21S-37E
			3	1980'	FNL	1980'	FWL 23-21S-37E
			4	660'	FNL	3300'	FEL 23-21S-37E
26	Arco	Roy Barton	2	660'	FNL	1980'	FEL 23-21S-37E
			3	1980'	FNL	660'	FEL 23-21S-37E
			4	1750'	FNL	1980'	FEL 23-21S-37E
27	Mobil	Williamson	1	660'	FNL	760'	FEL 23-21S-37E
28	SWEPI	Turner	1	660'	FSL	659'	FEL 22-21S-37E
			2	1980'	FSL	660'	FWL 22-21S-37E
			3	1980'	FSL	1980'	FEL 22-21S-37E
			5	1980'	FSL	660'	FEL 22-21S-37E
			6	660'	FSL	660'	FWL 22-21S-37E
			10	2080'	FSL	1650'	FWL 22-21S-37E
			12	2065'	FSL	1700'	FWL 22-21S-37E
			13	880'	FSL	1685'	FWL 22-21S-37E
			14	2310'	FSL	2310'	FEL 22-21S-37E
			15	990'	FSL	2310'	FEL 22-21S-37E
29	SWEPI	Sarkeys	1	660'	FSL	660'	FWL 23-21S-37E
			2	1980'	FSL	1980'	FWL 23-21S-37E
			3	1980'	FSL	660'	FWL 23-21S-37E
			4	660'	FSL	1980'	FWL 23-21S-37E

<u>Tract</u>	<u>Operator</u>	<u>Lease</u>	<u>Well No.</u>	<u>Location</u>		
30	Arco	Sarkeys	1	1980'	FSL	1980' FEL 23-21S-37E
			2	330'	FSL	2310' FEL 23-21S-37E
			3	2310'	FSL	330' FEL 23-21S-37E
			4	330'	FSL	990' FEL 23-21S-37E
31	Mobil	Stephens Estate	1	1980'	FSL	660' FWL 24-21S-37E
			2	660'	FSL	660' FWL 24-21S-37E

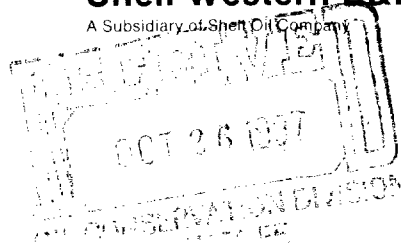
Shell Western E&P Inc.

A Subsidiary of Shell Oil Company



P.O. Box 576
Houston, TX 77001

October 21, 1987



Mr. David R. Catanach
New Mexico Oil Conservation Division
State Land Office Building
P. O. Box 2088
Santa Fe, New Mexico 87504

Dear Mr. Catanach:

SUBJECT: NMOCD CASES 9230, 9231, AND 9232, SHELL WESTERN E&P INC.
PROPOSED NORTHEAST DRINKARD UNIT, LEA COUNTY, NEW MEXICO

We are submitting herewith a copy of "Initial Plan of Development and Operation, Northeast Drinkard Unit" for your information and in accordance with Section 11 of the Unit Agreement which states:

" . . . the initial Plan of Operation shall be filed with the A.O., the Land Commissioner and the Division concurrently with the filing of this Unit Agreement for final approval . . . "

We have, this date, filed the Unit Agreement, Northeast Drinkard Unit with the Bureau of Land Management (A.O.) and with the New Mexico Commissioner of Public Lands for their "final approvals".

Also enclosed for your information is a set of tables showing the current status of ratifications of the Unit Agreement by the working and royalty interest owners. These tables show the percentages of interest owners who have ratified the agreement (1) for the total unit, (2) by tract in summary, and (3) by tract (in detail individually) by working interest owners and royalty owners. Please note that overall ratifications by working interest owners exceed 98 percent and those by royalty owners exceed 93-94 percent.

Yours very truly,

A handwritten signature in cursive script that reads "James H. Smitherman".

James H. Smitherman
Production Administration Advisor
Western Division

JHS:LGC

Enclosures

cc: Mr. Perry Pearce
Montgomery & Andrews
P. O. Box 2307
Santa Fe, New Mexico 87504-2307

BNBC8729409

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

OLETA HALE

By Oleta Hale

Date May 27, 1987

Address 907 West Fourteenth Street

Cisco, TX 76437

152 - 26 - 8516

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF EASTLAND :

BEFORE ME, the undersigned authority, on this day personally appeared OLETA HALE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of MAY, 1987.

My Commission Expires: 4-23-89

Linda Walton LINDA WALTON
Notary Public in and for said County and State,
Residing at Greenville

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 4th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Mark M. Langford
Mark M. Langford
Date Vice President & Trust Officer
6-4-87

TEXAS COMMERCE BANK NA AGENT & AIF for Mary G.
TRUST MINERAL SECTION 63140 Moran Payne

By Dan Rembert
Dan Rembert
Vice President & Trust Officer
Address P. O. Box 200555

Houston, TX 77216

S.S. # 467-68-9571

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____ :
SS.
COUNTY OF _____ :

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
SS.
COUNTY OF _____ :

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF Texas :
SS.
COUNTY OF Harris :

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Don Rembert, known to me to be the person who executed the foregoing instrument as Vice President of Texas Commerce Bank, a Banking corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of June, 1987.

My Commission Expires: 6-27-90

Becky A. Mangold

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

✓ Cornelia C. Raines

✓ Date July 07, 1987

✓ Sharon J. Alexander

✓ Date July 13, 1987

WILMA M. PHILLIPS AND CURTIS DARLING,
CO-TRS. FOR THE BARBARA BLEWETT TRUST

✓ By Wilma M. Phillips
Wilma M. Phillips

Address P. O. Box 90969
San Diego, CA 92109-0864

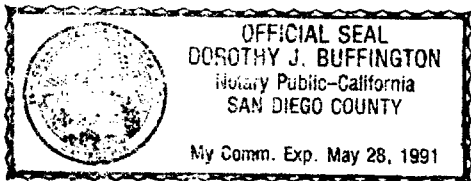
✓ By Curtis Darling
Curtis Darling

Address P. O. Box 90969
San Diego, CA 92109-0864

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of San Diego } SS.



On this the 7th day of July, 1987, before me,

Dorothy J. Buffington,

the undersigned Notary Public, personally appeared
Wilma M. Phillips, as Trustee of the
Barbara Blewett Trust

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is she subscribed to the
within instrument, and acknowledged that she executed it.
WITNESS my hand and official seal.

Dorothy J. Buffington
Notary's Signature

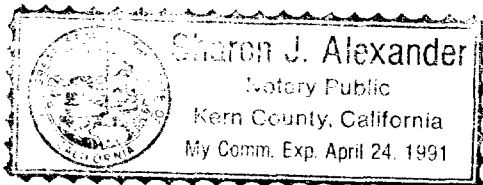
7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

GENERAL ACKNOWLEDGMENT

NO. 201

State of California }
County of Kern } SS.



On this the 13th day of July, 1987, before me,

SHARON J. ALEXANDER,

the undersigned Notary Public, personally appeared
Curtis Darling, as Trustee of
the Barbara Blewett Trust

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence
to be the person(s) whose name(s) is he subscribed to the
within instrument, and acknowledged that he executed it.
WITNESS my hand and official seal.

Sharon J. Alexander
Notary's Signature

7110 122

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

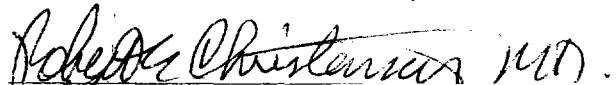
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BRAILLE INSTITUTE OF AMERICA, INC.

By


CORPORATE ACKNOWLEDGMENT

NO. 202

State of California }
County of Los Angeles } SS.

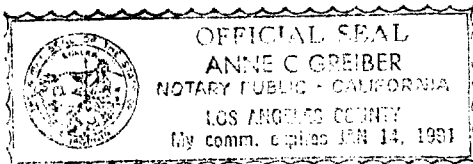

On this the 11th day of June 19 87, before me,Anne C. Greiber,

the undersigned Notary Public, personally appeared

Robert E. Christensen, M.D. &Howard O. Wilson☒ personally known to me☐ proved to me on the basis of satisfactory evidenceto be the person(s) who executed the within instrument as President & Dir. of Financial Affairs or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.



Notary's Signature

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

BETTY M. DREESSEN AND
INGRID POWELL, TRUSTEES OF THE
MARIEE I. KYTE REVOCABLE LIVING TRUST

By Betty M. Dreesen, Ingrid PowellAddress P. O. Box 749Los Altos, CA 94022By Ingrid Powell, TrusteeAddress POB 749Los Altos, CA 94022

Date _____

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF California:

SS.

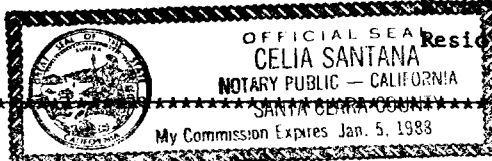
JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF Santa Clara:

BEFORE ME, the undersigned authority, on this day personally appeared Beth M. Jansen and Ingrid Powell, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of Aug., 1987.

Commission Expires: 1-5-88



Notary Public in and for said County and State,
Residing at Los Altos CA 94022

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JOHN W. PHILLIPS

By

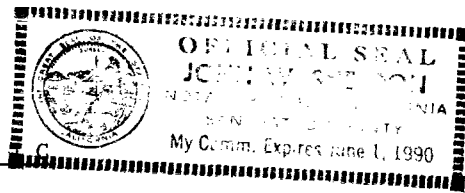
Date August 4, 1987

Address

P. O. Box 1379

La Jolla, CA 92038

NEW ADDRESS
P. O. BOX 1059
MENLO PARK, CA 94026



TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA :
COUNTY OF SANTA CLARA :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared John W. Phillips, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~she~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of August, 1987.

My Commission Expires: June 1, 1990

John W. Phillips
Notary Public in and for said County and State,
Residing at CITICORP SAVING PHIC HICO

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 31st day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Maureen Brink
Trust Officer
Date August 3, 1987

Date _____

~~BETTY GUTMAN, TRUSTEE~~, CHARLES GUTMAN
TRUST DATED APRIL 30, 1956
MANUFACTURERS HANOVER TRUST CO.

By *Carole Lieberman AIF*Address 600 Fifth Avenue, 2nd FloorNew York, NY 10020

By _____

Address _____

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF NEW YORK:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF NEW YORK:

BEFORE ME, the undersigned authority, on this day personally appeared Carole Leistman known to me to be the person who executed the foregoing instrument as Asst. V.P. of MHTCo., a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of August, 1987.

My Commission Expires: **BETHANIA E. LEAL**
Notary Public, State of New York
No. 31-4646109
Qualified in New York County
Commission Expires January 31, 1990

Bethania E. Leal

Notary Public in and for said County and State,
Residing at 264 W. 161 St NYC

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1st day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

CANDY CHRISTMAS

By 

Address P. O. Box 64278

Lubbock, TX 79464

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Carmy C. Stalls, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August, 1987.

My Commission Expires: 6-14-89

Barbara Jackson
Notary Public in and for said County and State,

Residing at 5515 - 12 Street
Lubbock, TX 79416

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

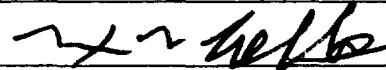
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MAX W. COLL, II

By



Date

Address

Box EE

Santa Fe, NM 87502

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Santa Fe :

BEFORE ME, the undersigned authority, on this day personally appeared Maxwell II, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of Aug., 1987.

My Commission Expires: Nov. 89

Jeanne M. Cook
Notary Public in and for said County and State,
Residing at Santa Fe NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST: *Ira Nell Heintz*

Notary Public, State of Texas

Date *June 15, 1987*

Commission expires: *10/31/88*

MARGARET HAMM CURRY

By *Margaret Hamm Curry*

Address P. O. Box 135

Montgomery, TX 77356

S.B. # 494 - 05 6974

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Montgomery :

BEFORE ME, the undersigned authority, on this day personally appeared MARGARET H. CURRY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1987.

My Commission Expires: 10/31/88

John Hall Smith
Notary Public in and for said County and State,
Residing at Montgomery, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 9th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]

Date 6/2/87

HELEN LOUISE LADNER

By [Signature]

Address 1020 North Corona

Colorado Springs, CO 80903

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF COLORADO :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF EL PASO :

BEFORE ME, the undersigned authority, on this day personally appeared JOELEN LOUISE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of June, 1987.

My Commission Expires: 12/31/2011

Notary Public in and for said County and State,

KesKdHgZXXXXXXXXXXXXXXXXXXXXXX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JUNE P. DANGLADE

By _____

Date 6-16-87

Address Drawer 1687

Lovington, NM 88260

SS #131-24-4837

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEW MEXICO

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LEA:

BEFORE ME, the undersigned authority, on this day personally appeared June P. Dangle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of June, 1987.

My Commission Expires: 1-27-89

Notary Public in and for said County and State,
Residing at Lovington

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JUNE SPEIGHT

By

Date 6-16-87

Address Drawer 1687

Lovington, NM 88260

SS #131-24-4837

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEW MEXICO

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF LEA:

June D. Speight, a married woman
dealing in her separate

BEFORE ME, the undersigned authority, on this day personally appeared /property, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of June, 1987.

My Commission Expires: 1-27-89

H. J. Speight
Notary Public in and for said County and State,
Residing at Lovington

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 9th day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date

VALLEY SUE WILMETH

By

Address 3270 33rd Street

Lubbock, TX 79410

SS # 453-50-9073

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Florida:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Franklin:

BEFORE ME, the undersigned authority, on this day personally appeared Wm. S. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7 day of June, 1987.

My Commission Expires: 2-2-88

William S. Smith
Notary Public in and for said County and State,
Residing at Franklin, Fla.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 8 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date June 8 1987

HARLAN DONAWAY

By Harlan DonawayAddress 1308 North LauderdaleOdessa, TX 79760SS # 460-20-0442

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF ECTOR :

BEFORE ME, the undersigned authority, on this day personally appeared HARLAN DUNAWAY known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of JUNE, 1987. GARY LYNN LEATHERS

My Commission Expires: 2-3-90

Gary Lynn Leathers
Notary Public in and for said County and State,
Residing at ODESSA, ECTOR COUNTY, TEXAS

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and


WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

A. E. SMITH
SAN ANTONIO SAVINGS ASSOCIATION
ACCOUNT #06-105690-1

By 
Address P. O. Box 1810

San Antonio, TX 78296

By _____
Address _____

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF BEXAR :

BEFORE ME, the undersigned authority, on this day personally appeared A. E. SMITH, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of JUNE, 1987.

My Commission Expires: 10-20-88

ZULEMA GONZALES
Notary Public, State of Texas

Zulema Gonzales
Notary Public in and for said County and State,
Residing at 1171 BANDERA RD., SAN ANTONIO TX

78226

*****My Commission Expires 10-20-88*****

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 12th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rutha Cooley

Date June 12, 1987

KATHLEEN WILMETH COWART

By *Kathleen Wilmeth Cowart*

Address 1402 16th Street

Plains, TX 79355

456 - 88 - 2089

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Yoakum :

Kathleen Wilmeth Cowart

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of June, 1987.

My Commission Expires: 2/28/89

Margie Allen Margie Allen
Notary Public in and for said County and State,
Residing at 221 N. Ave. B, Denver City, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JANE ELLEN MOORE

By _____

Jane Ellen Moore

Address _____ P. O. Box 356

Sherman, TX 75090

1150 78 3808

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF GRAYSON :

BEFORE ME, the undersigned authority, on this day personally appeared Jane Ellen Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~he~~ (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1987.

My Commission Expires 4-20-89

Norma Farrer
Notary Public in and for said County and State,
Residing at Sherman, Texas

NORMA FARRER

Notary Public in and for
Grayson County, Texas
My commission expires 4-20-89

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 20 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HOWARD P. HOLMES

By

Address Box 667

Hobbs, NM 88240

IDE 85-02145-12

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Illinois:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Will:

BEFORE ME, the undersigned authority, on this day personally appeared John Doe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9th day of Sept, 1987.

My Commission Expires: 9-19-89

[Signature]
Notary Public in and for said County and State,
Residing at 1234 Main St, Springfield, Ill.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

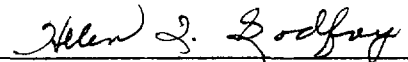
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

HELEN I. GODFREY

By



Date

6-16-87

Address 610 West Maywood Street

Peoria, IL 61604

327-05-2435

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Ill :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Cook :

BEFORE ME, the undersigned authority, on this day personally appeared HELEN I GODFREY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of June, 1987.

My Commission Expires: 3/19/91

William J. Smith
Notary Public in and for said County and State,
Residing at Eastonville, Ill

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 12 day of JUNE, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Shacke L. Hodgins
Date 6/12/87

Date _____

SAMUEL P. DUFFIELD AND MAE WACH DUFFIELD

By Samuel P. Duffield
Address 1256 Camino Rio Verde

Santa Barbara, CA 93111
554-07-2769

By Mae Wash Duffield
Address 1256 CAMINO RIO VERDE
SANTA BARBARA CA 93111
525-68-0388

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF California:

SS.

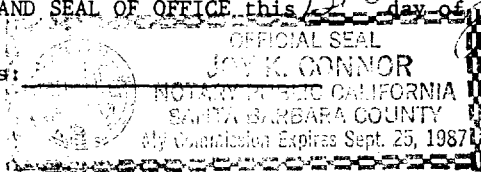
JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF San Barbara:

BEFORE ME, the undersigned authority, on this day personally appeared Samuel P. Duffield and Mar. W. Duffield husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1987.

My Commission Expires: _____



Joy K. Connor
Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS. 460-62-8376

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 22nd day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MACK WILMETH

James A. Wilmett

By Mark Wilmett

Date June 22, 1987

Address 1202 East Ward Street

Brownfield, TX 79316

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS. 460-62-8376

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Terry :

BEFORE ME, the undersigned authority, on this day personally appeared Mack Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22nd day of June, 1987. Tresa Lynn West

My Commission Expires: 8-08-88

Tresa Lynn West
Notary Public in and for said County and State,
Residing at Route 5, Brownfield, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

IRENE J. SCHULER

By Irene J. Schuler

Date June 3, 1987

Address 1210 Highland Road

Roswell, NM 88201

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NEW MEXICO:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF CHAVES:

BEFORE ME, the undersigned authority, on this day personally appeared JEENE H. SCHULER, dealing in her separate known to me to be the estat, person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 1987.

My Commission Expires: 2-28-91

George H. Humbler, Jr.
Notary Public in and for said County and State,
Residing at ROSARITO, N. MEX.

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Laura Kaempfe

Date 6.17.87

562.66.2937

LAURA KAEMPF

By

Thomas Pettit

ATTORNEY IN FACT

Address 1325 Valley View Dr., #302

Glendale, CA 92102

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF CALIFORNIA :

SS.

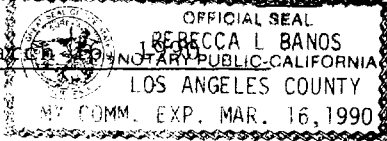
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Los Angeles

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS W. PETTIT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of JUNE, 1987.

My Commission Expires: March 16, 1990



Rebecca L. Banos
Notary Public in and for said County and State,
Residing at 750 E. Green Street

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 16th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JOYCE ANN BROWN

By

Date June 16, 1987

Address 909 N. Alameda

Las Cruces, NM 88001

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Dona Ana :

BEFORE ME, the undersigned authority, on this day personally appeared Joyce Ann Brown known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1987.

My Commission Expires: 2/20/89

[Signature]
Notary Public in and for said County and State,
Residing at Las Cruces, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and


WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

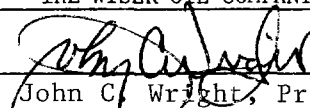
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:


Richard L. Starkey, Secretary
Date June 23, 1987

THE WISER OIL COMPANY

By


John C. Wright, President
Address Department L 454 P

Pittsburgh, PA 15264

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:
COUNTY OF _____: SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____: SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF WEST VIRGINIA
COUNTY OF TYLER: SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared John C. Wright, known to me to be the person who executed the foregoing instrument as President of The Wiser Oil Company, a Delaware corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of June, 1987.

My Commission Expires: November 13, 1988

Setty F. Slatt
Notary Public in and for said County and State,
Residing at Sistersville, WV 26175

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROSS ALTON WILMETH

By Ross Alton Wilmeth

Date 5/16/87

Address 2427 W. Main

Houston, TX 77098

458-92-4931

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris _____:

BEFORE ME, the undersigned authority, on this day personally appeared Ross Alton Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of June, 1987.

My Commission Expires: 01/07/91

Mona C. Cozens
Notary Public in and for said County and State,
Residing at 1924 Elmen

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROSS ALTON WILMETH

By



Date

5/16/87

Address

2427 W. Main

Houston, TX 77098

458-92-4931

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris :

BEFORE ME, the undersigned authority, on this day personally appeared Ross Alton Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1987.

My Commission Expires: 01/07/91

Mona C. Cozens *Mona C. Cozens*
Notary Public in and for said County and State,
Residing at 1924 Elmen

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROSS ALTON WILMETH

By Ross Alton Wilmeth

Date 5/16/87

Address 2427 W. Main

Houston, TX 77098

458-92-4931

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris :

BEFORE ME, the undersigned authority, on this day personally appeared Ross Alton Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1987.

My Commission Expires: 01/07/91

Mona C. Cozens
Notary Public in and for said County and State,
Residing at 1924 Elmen

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ROSS ALTON WILMETH

By

Ross Alton Wilmeth

Date

5/16/87

Address

2427 W. Main

Houston, TX 77098

458-92-4931

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris :

BEFORE ME, the undersigned authority, on this day personally appeared Ross Alton Wilmeth, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of June, 1987.

My Commission Expires: 01/07/91

Mona C. Cozens

Notary Public in and for said County and State

Residing at 1924 Elmer

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,

Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Lyndal Cebanisa

Date 5/29/87

CASSIE M. TURLAND TABOR

By Cassie M. Turland Tabor

Address Rt. 2 Box 273

Salado, TX 76571

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bell :

Cassie M

BEFORE ME, the undersigned authority, on this day personally appeared Turland Tabor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of May, 1987.

My Commission Expires: 05/06/89

Lyndal Cabaniss Lyndal Cabaniss
Notary Public in and for said County and State,
Residing at 304 San Juan Rd., Salado, Tx. 76571

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 28th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

S. P. JOHNSON, III AND PATRICIA J. COOPER
TRUSTEES OF THE SYLVESTER P. JOHNSON, JR.
TESTAMENTARY TRUST

By *S. P. Johnson III*Address P. O. Box 1713Roswell, NM 88202-1713ID# 85-6085669By *S. P. Johnson III*

Address _____

*[Signature]*Date May 28, 1987Date May 28, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Chaves :

BEFORE ME, the undersigned authority, on this day personally appeared Patricia J. Cooper & S.P. Johnson III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28th day of May, 1987.

My Commission Expires: June 6, 1988

[Signature]
Notary Public in and for said County and State,
Residing at 102 S. Washington, Roswell, NM

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

R. H. FULTON

By _____

Address _____
P. O. Box 1526

Lubbock, TX 79408

SS# 458 10 3663

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared R. H. Fulton known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of May, 1987.

My Commission Expires: 9-8-88

Driscoll C. Cline
Notary Public in and for said County and State,
Residing at Lubbock, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 2 day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

LA VERNE HERRING

Kimber Anderson

By La Verne Herring

Date 6/2/87

Address 2105 43rd Street

Snyder, TX 79515

LA 87-06-1500

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Seary:

BEFORE ME, the undersigned authority, on this day personally appeared La Verne Herring, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of June, 1987.

My Commission Expires: 7-2-88

Rala Schlegel
Notary Public in and for said County and State,
Residing at 3500 Irving Snyder Tr

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 24 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

ALICE JONES

[Signature]
Date 5-20-87

By *Alice Jones*
Address 1915 - 30th St.

Lubbock, TX 79411

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Illinois :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Rockford :

BEFORE ME, the undersigned authority, on this day personally appeared Alvin Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 1987.

My Commission Expires: 2-29-89



SHIRLEY FIGG
MY COMMISSION EXPIRES

Shirley Figg
Notary Public in and for said County and State,
Residing at First National Bank

Rockland, IL

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:-

LOUISE P. SLACLE 466-16-4252

Louise P. Slagle

By _____

Date 6-2-87

Address P. O. Box 26509

Benbrook, TX 76126

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS. 466.16-4252

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Harris :

BEFORE ME, the undersigned authority, on this day personally appeared LOUISE P. SLAGLE, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of Jan, 1987.

My Commission Expires: 6-23-87

Robert P. Buchanan
Notary Public in and for said County and State,
Residing at 1740 North Loop

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JULIA RUTH PROCTOR

[Signature]

By [Signature]

Date 5-29-87

Address 2506 Redbud

Odessa, TX 79761

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Polk:

BEFORE ME, the undersigned authority, on this day personally appeared Bill R. Sander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of May, 1987.

My Commission Expires: March 22, 1991

Bill R. Sander
Notary Public in and for said County and State,
Residing at 2117 N. Sam Green

Odessa, Texas 79761

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 29 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

PETE PROCTOR, PERSONAL ANCILLARY REP. OF
THE EST. OF JULIA RUTH MARKHAM PROCTOR

By Pete Proctor

Address 2506 Redbud

Odessa, TX 79761

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Ector :

BEFORE ME, the undersigned authority, on this day personally appeared Pete Proctor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of May, 1987.

My Commission Expires: March 25, 1989

Brian R. Sanders
Notary Public in and for said County and State,
Residing at 2117 N. Sam Allen

Odessa, Texas 79761

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 24 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Bill J. Markham Estate Trust

XXXXXXXXXXXXXXXXXXXX

Bill J. Markham

By Bill J. Markham

Date _____

Address 6524 East Julep Street

Mesa, AZ 85205

SS# 450-26-2665

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Arizona :

SS.

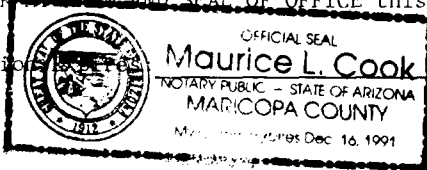
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Maricopa :

BEFORE ME, the undersigned authority, on this day personally appeared Bill J. Markham known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24 day of May, 1987.

My Commission Expires:



Maurice L. Cook
Notary Public in and for said County and State,
Residing at Mesa AZ

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

[Signature]
Date 6-26-87

FANNYE GAE RATCLIFF

By Fannye Gae Ratcliff
Address 2248 Demaret Drive

Mesa, AZ 85205

SS# 460-52-2383

TERMINATED
BY ORDER OF THE
COURT
JULY 10 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

C. B. MARKHAM, JR.

By C. B. Markham Jr.

Date _____

Address 5090 Coors Rd. SW No. 35

Albuquerque, NM 87105

SS no - 456-67-7584

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF New Mexico :

SS.

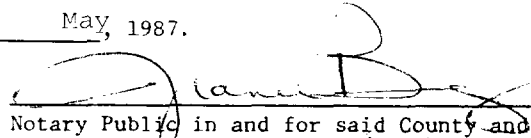
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bernalillo :

BEFORE ME, the undersigned authority, on this day personally appeared C.B. Markham, Jr, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 2/28/90


Notary Public in and for said County and State,
Residing at 6205 NW 11

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 27 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date May 27, 1987

JACK MARKHAM

By [Signature]

Address First Natl Pioneer Bldg.,
1500 Broadway, Suite 1212
S. S. # 458-60-5591
Lubbock, TX 79401

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Jack Markham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of May, 1987.

My Commission Expires: May 23, 1991

Nancy Stence Nancy Stence
Notary Public in and for said County and State,
Residing at Shallowater, Texas 79363

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 28 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:



Date May 28, 1987

JOHN MARKHAM

By 

Address Route 2, Box 143

Idalou, TX 79329

SS 989-56-8723

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared John Markham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (~~XXXX~~) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 28 day of May, 1987.

My Commission Expires: May 23, 1991

Nancy Stence Nancy Stence
Notary Public in and for said County and State,
Residing at Shallowater, Texas 79363

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 17th day of July, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Sandra Thurman
Assistant Secretary
Date 7/17/87

FELMONT OIL CORPORATION

By Joe D. Miller
Joe D. Miller, Manager, Western Area
Address P. O. Box 2266

Midland, TX 79702

Tax ID #13-1759179

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF MIDLAND _____:

BEFORE ME, the undersigned authority, on this day personally appeared Joe D. Miller, known to me to be the person who executed the foregoing instrument as Mgr., Western Area of Felmont Oil Corporation, a Delaware corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 17th day of July, 1987.

My Commission Expires: 8/5/88

Pamela Sledge - Pamela Sledge

Notary Public in and for said County and State,
Residing at Midland, Texas

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

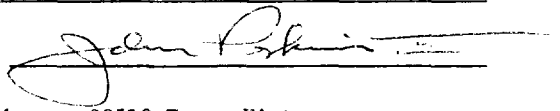
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:

Date _____

JOHN PERKINS, III

By



Address 29510 Terra Vista

Boerne, TX 78006

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF BEXAR :

BEFORE ME, the undersigned authority, on this day personally appeared JOHN PERKINS, II known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of MAY, 1987.

My Commission Expires: 10/22/89

Celeste A. Dittrich
Notary Public in and for said County and State,
Residing at BOERNE, TEXAS

Celeste A. Dittrich

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26th day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

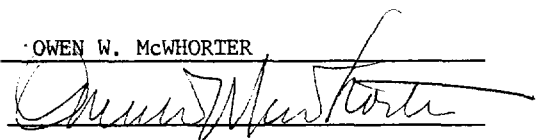
IN WITNESS WHEREOF, the undersigned has executed this instrument on the date set forth below opposite the undersigned's signature.

ATTEST:

Date _____

OWEN W. MCWHORTER

By



Address 3019 21 St.

Lubbock, TX 79410

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Lubbock :

BEFORE ME, the undersigned authority, on this day personally appeared Quinn W. Mackay, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16th day of May, 1987.

My Commission Expires: 10-30-89

Boyle Mackay
Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23rd day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MARY LOU CLARK

By Mary Lou Clark

Date 5-23-87

Address 317 N. Kansas

Cherokee, OK 73728

444-42-6179

T O B E C O M P L E T E D B Y N O T A R Y P U B L I C

STATE OF OKLAHOMA :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF ALFALFA :

BEFORE ME, the undersigned authority, on this day personally appeared Mary Lou Clark, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of May, 1987.

My Commission Expires: Nov. 13, 1988

Karen G. Carpenter
Notary Public in and for said County and State,
Residing at Cherokee, CK 73728

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 26 day of May, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

JO DELL TERREL

By

Jo Dell Terrel

Date

Address Box 247

Magdalena, NM 87825

525-64-1702

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NY :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Bernard :

BEFORE ME, the undersigned authority, on this day personally appeared Le Dell Torrel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 10/13/87

Francis Padella
Notary Public in and for said County and State,
Residing at Albany, N.Y.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

VERDA BENNETT

By



Date

Address 4900 Ridge Oak Drive

Austin, TX 78731

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Travis :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Verda Bennett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 1987.

My Commission Expires: 3-24-91

Patricia M. Choclain
Notary Public in and for said County and State,
Residing at 4806 Leeward Ct, Austin, TX 78731

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

EULA SPLITTGERBER

By Eula SplittgerberAddress Route 2, Box 2255Belton, TX 76513

Date _____

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TEXAS :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

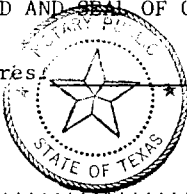
COUNTY OF BELL :

Eula Splittgerber

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of May, 1987.

My Commission Expires: _____



MARLENE VAN PELT
Notary Public, State of Texas
My Commission Expires 3-19-89

Marlene Van Pelt
Notary Public in and for said County and State,
Residing at 3402 Pecan Drive, Temple, Texas

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 23 day of MAY, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

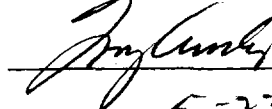
WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:


Date 5-23-87

IRIS ROGERS

By 

Address P. O. Box 8044

Roswell, NM 88202

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Missouri SS.
COUNTY OF St. Louis:

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Lisa E. Fager, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of May, 1987.

My Commission Expires: March 1, 1991

James P. Lemm
Notary Public in and for said County and State,
Residing at Roseville, Ill.

STATE OF _____: SS.
COUNTY OF _____:

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____: SS.
COUNTY OF _____:

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rodriguez Amador

Date 7/21/87

BETTY ADKINS

By *Betty Adkins*

Address 7107 S. Hudson Circle

Littleton, CO 80122

5242-50-6672

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Michigan :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Wayne :

BEFORE ME, the undersigned authority, on this day personally appeared Betty Adkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21 day of July, 1987.

My Commission Expires: 06-03-90

Robert J. Anderson
Notary Public in and for said County and State,
Residing at 11111 1st St. S.E.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

MARION R. EAGER

By Marion R. Eager

Address 3530 South 38th Street

Lincoln, NE 68506

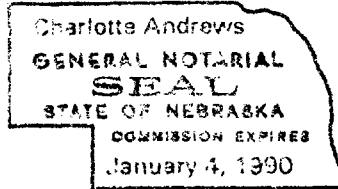
506-58-3478

Date July 22, 1987

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Nebraska:
COUNTY OF Lincoln:

SS.



INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Marion R. Eggert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of July, 1987.

My Commission Expires: Jan 4, 1990

Charlotte Andrews
Notary Public in and for said County and State,
Residing at Chimney Fork & Trent Co

STATE OF _____:
COUNTY OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:
COUNTY OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 1 day of January, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Date _____

IDA HAZELWOOD

By

Ida Hazelwood

Address Route 7, Box 856

Midland, TX 79701

S.S. # 460-12-5355

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :

COUNTY OF Eastland

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Ida Hazelwood known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of July, 1987.

My Commission Expires: 10-18-90

Vonda Anderson VONDA ANDERSON
Notary Public in and for said County and State,
Residing at Cisco, Texas

STATE OF _____ :

COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

By: Grady H. Williams, Jr.
Grady H. Williams, Jr., Asst. Sec.

Date June 11, 1987

SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY,
acting by and through BAPTIST FOUNDATION
OF TEXAS, its agent and attorney-in-fact

By: Calvin B. Reeves
Calvin B. Reeves, Vice President
Address 2001 Bryan, Suite 1500
Dallas, Texas 75201-3003
Tax I. D. No. 75-0891462

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF _____:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF TEXAS:

SS.

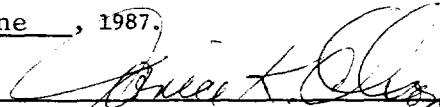
CORPORATE ACKNOWLEDGEMENT

COUNTY OF DALLAS:

BEFORE ME, the undersigned authority, on this day personally appeared Calvin B. Reeves, known to me to be the person who executed the foregoing instrument as Vice President of Baptist Foundation of Texas, a Texas corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 1987.

My Commission Expires: March 26, 1989



Notary Public in and for said County and State,
Residing at 1614 Horizon, Duncanville, Texas
Janice K. Olson

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 12th day of June, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Rhonda D. Sumner
Date 6/12/87

REUBEN I. WOLFSON PROPERTIES
MICHAEL S. WOLFSON, PARTNERSHIP MANAGER

By Michael S. Wolfson

Address 1999 Bryan Street, Suite 3140

Dallas, TX 75201

Tax ID: 75-1919698

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Texas :
COUNTY OF Dallas :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared Michael S. Meyerson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of June, 1987.

My Commission Expires: Jan. 31, 1989

Patricia L. Newall
Notary Public in and for said County and State,
Residing at 1799 Bryan Street #313c

Dallas, TX 75201

STATE OF _____ :
COUNTY OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :
COUNTY OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

DORA ETTI STEPHENS

By _____

Date _____

Address General Delivery

Buckhorn, NM 88025

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF NV :

SS.

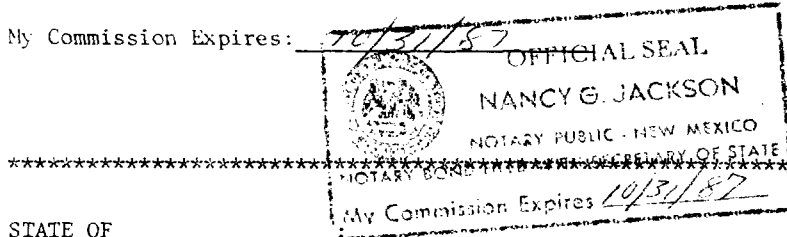
INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Orant :

BEFORE ME, the undersigned authority, on this day personally appeared Edna Stephens known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of June, 1987.

My Commission Expires: 10/31/87



Nancy G. Jackson
Notary Public in and for said County and State,
Residing at Suber City, N.M.

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the ____ day of _____, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

Melred W. Fincher

Date 6/11/87

ELLA F. BLAIN

By Ella F. Blain

Address The Briarcliff, Apt. 104
801 South Chester Road

Swarthmore, PA 19081

158-22-5174

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF Pa.:

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Delaware:

BEFORE ME, the undersigned authority, on this day personally appeared Ella J. Blain, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11 day of June, 1987.

My Commission Expires: MILDRED W. FINCHER, NOTARY PUBLIC
SWARTHMORE BORO, DELAWARE COUNTY
MY COMMISSION EXPIRES JAN. 19, 1991
Member, Pennsylvania Association of Notaries

Mildred W. Fischer
Notary Public in and for said County and State,
Residing at Swarthmore

STATE OF _____:

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____:

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____:

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

RATIFICATION
NORTHEAST DRINKARD UNIT

STATE OF NEW MEXICO:

SS.

COUNTY OF LEA:

WHEREAS, certain instruments, entitled "Unit Agreement, Northeast Drinkard Unit, Lea County, New Mexico," and "Unit Operating Agreement, Northeast Drinkard Unit, Lea County, New Mexico," have been executed as of the 24 day of April, 1987, by various persons for conducting Unit Operations with respect to the "unitized formation" of the Drinkard Field, located in Lea County, New Mexico, as more particularly described in said agreements; and

WHEREAS, the Unit Agreement, by Exhibit "A", shows on a map the boundary lines of the Unit Area and the Tracts therein; and by Exhibit "B-1" which in detail describes each Tract within the Unit Area; and

WHEREAS, the Unit Agreement and Unit Operating Agreement each provides that a person may become a party thereto by signing the original of said instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions thereof; and

WHEREAS, the undersigned is, or claims to be, a Royalty Owner or a Working Interest Owner, or both, in one or more of the Tracts described in Exhibit "B-1" of the Unit Agreement:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the undersigned (whether one or more), for and in consideration of the premises and the benefits anticipated to accrue under said agreements, does hereby ratify, confirm and agree to become a party to, with respect to all of the undersigned's interests in all of the separately owned Tracts identified in Exhibit "B-1", and to be bound by the provisions of, the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner, and the undersigned does hereby agree that the parties to said agreements are those persons signing the originals of said instruments, counterparts thereof, or other instrument agreeing to be bound by the provisions thereof, and does hereby acknowledge receipt of a counterpart of the said Unit Agreement, and also the said Unit Operating Agreement, if the undersigned is a Working Interest Owner.

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

ATTEST:

WILLIAM EDWARD HAMM

Carla J. Newstrom
Date 6-10-87

By William Edward Hamm
454-03-1082
Address 1226 Clearwater

New Braunfels, TX 78130

TO BE COMPLETED BY NOTARY PUBLIC

STATE OF TX :

SS.

INDIVIDUAL ACKNOWLEDGEMENT

COUNTY OF Concho :

BEFORE ME, the undersigned authority, on this day personally appeared William Edward Hagg known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of June, 1987.

My Commission Expires: 9-23-90

Theresa B. Braxton
Notary Public in and for said County and State,
Residing at New Braunfels, Concho County, TX

STATE OF _____ :

SS.

JOINT ACKNOWLEDGEMENT (HUSBAND & WIFE)

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their free act and deed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____

STATE OF _____ :

SS.

CORPORATE ACKNOWLEDGEMENT

COUNTY OF _____ :

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person who executed the foregoing instrument as _____ of _____, a _____ corporation, and acknowledged to me that he (or she) executed the same for the purposes and consideration therein expressed; as the act and deed of said corporation, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 1987.

My Commission Expires: _____

Notary Public in and for said County and State,
Residing at _____