

CERTIFICATION - DETERMINATION

No. 14-08-0001 8878

Pursuant to the authority vested in the Secretary of Interior as to Federal Lands, under the Act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181, et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 3, 1947, 43 C.F.R. Sec. 4.611, 12 F. R. 6784, I do hereby:

A. Approve the attached agreement for the development and operation of the Paddock (San Angelo) Unit, Lea County, New Mexico.

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

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

AUG 15 1967

Dated

Arthur S. Baker

ACTING DIRECTOR, UNITED STATES GEOLOGICAL
SURVEY

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

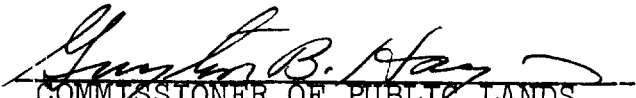
PADDOCK (SAN ANGELO) UNIT
LEA COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated February 1, 1967, which said Agreement has been executed by Parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

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

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 21st day of July, 1967.


COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

UNIT AGREEMENT
PADDOCK (SAN ANGELO) UNIT
LEA COUNTY, NEW MEXICO

UNIT AGREEMENT
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LEA COUNTY, NEW MEXICO

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
PADDOCK (SAN ANGELO) UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of
February, 1967, by and between the parties subscribing,
ratifying or consenting hereto, and herein referred to as "par-
ties hereto";

W I T N E S S E T H :

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

WHEREAS, the Mineral Leasing Act of February 25, 1920,
(41 Stat. 437, as amended 30 U.S.C. Sections 181 et seq.) autho-
rizes Federal lessees and their representatives to unite with
each other or jointly or separately with others in collectively
adopting and operating a 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 (Sec.
7-11-39 N.M. Stat. 1953 Anno.) to consent to or approve this
agreement on behalf of the State of New Mexico, insofar as it
covers and includes lands and mineral interests of the State of
New Mexico; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 7-11-41 N.M. Stat. 1953 Anno.) to amend with the approval of the lessee, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the terms of such unitized development and operation of State lands; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Art. 3, Ch. 65, Vol. 9, Part 2, 1953 Stat. Anno.) to approve this agreement, and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Paddock (San Angelo) 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 enable institution and consummation of secondary recovery operations, to conserve natural resources, to prevent waste and secure the other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth:

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

ARTICLE I

ENABLING ACT AND REGULATIONS

1.1 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 and 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.

ARTICLE II

DEFINITIONS

2.1 For the purpose of this agreement, the following terms and expressions as used herein shall mean:

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

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

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

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

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

(f) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey for the region in which the Unit Area is situated.

(g) "Unitized Formation" shall mean that subsurface portion of the Unit Area commonly known as the Paddock Zone and more specifically defined as that formation occurring between the depths below rotary drive bushing according to the well logs described below:

<u>Operator</u>	<u>Location, Lease and Well Number</u>	<u>Top of Unitized Formation</u>	<u>Base of Unitized Formation</u>	<u>Type Log</u>
Humble	State "S" 20, SW 1/4 NW 1/4 Sec. 2, T-22-S, R-37-E	5003 feet	5237 feet	Schlumberger Electric Log dated 5-19-49
Humble	State "S" 16, NW 1/4 NW 1/4 Sec. 2, T-22-S, R-37-E	5002 feet	5231 feet	Lane Wells Radio- activity Log dated 5-25-47

all in Lea County, New Mexico.

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

(i) "Tract" means each parcel of land shown as such and given a tract number in Exhibit "A" and as described in Exhibit "B".

(j) "Tract Participation" is defined as the percentage of participation, either Primary Phase or Secondary Phase, whichever is applicable, as is shown on Exhibit "B" for allocating Unitized Substances to a Tract under this agreement.

(k) "Unit Participator" as used herein shall mean the sum of the Tract Participations, either Primary Phase or Secondary Phase, whichever is applicable, as shown by Tracts for each Working Interest Owner in Exhibit "B" to the Unit Agreement.

(l) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, or otherwise held. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes or ratifies this agreement, or which at any time thereafter becomes a Working Interest, shall thenceforth be treated as a Working Interest for all purposes of this agreement.

(m) "Working Interest Owner" is defined as and shall mean any party hereto owning a Working Interest, including a carried Working Interest Owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise,

all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and operating thereof hereunder.

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

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

(p) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more) entered into (separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Article IX infra, and shall be styled "Unit Operating Agreement, Paddock (San Angelo) Unit, Lea County, New Mexico."

(q) "Unit Manager" is defined as the person or corporation appointed by the Unit Working Interest Owners upon resignation or removal of the Unit Operator to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Article VIII hereof.

(r) "Primary Phase of Operations" is defined as the status of operations during the period that Unitized Substances are produced from the Unit Area from and after the effective date of this agreement until 7:00 a.m. the first day of the calendar month next following the month in which 768,239 barrels of oil minus the gross oil production from January 1, 1964, to the effective date of this agreement have been produced from the Unitized Formation. The Primary Phase, being predicated upon 100 percent commitment of the Unit Area, shall be subject to correction to coincide with the Primary Phase of the unitized portion of the reservoir in event of the non-commitment of any Tract. For the purposes of this definition the Operators' Monthly Reports, Form C-115, filed with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence of the production of 768,239 barrels of oil after January 1, 1964.

(s) "Secondary Phase of Operations" is defined as the status of operations for the remainder of the term of this agreement after the Primary Phase has been completed.

(t) "Oil and Gas Rights" is defined as 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.

(u) "Unit Area" is defined as the lands described by Tracts in Exhibits "A" and "B" as to which this agreement becomes effective or to which it may be extended as herein provided.

(v) "Unit Operator" is defined as the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to develop and operate the Unitized Formation, acting as operator and not as a Working Interest Owner.

(w) "Record Owner" is defined as the holder of the record title to a lease covering Federal lands according to the applicable records of the Department of the Interior of the United States of America.

ARTICLE III

UNIT AREA AND EXHIBITS

3.1 The following described land is hereby designated as constituting the Unit Area, all of said land being situated in Lea County, New Mexico, to-wit:

Township 21 South, Range 37 East, N.M.P.M.

Section 34 - SE 1/4 SE 1/4

Section 35 - S 1/2 SW 1/4, SW 1/4 SE 1/4, E 1/2 SE 1/4

Township 22 South, Range 37 East, N.M.P.M.

Section 1 - W 1/2, SW 1/4 NE 1/4, W 1/2 SE 1/4, SE 1/4 SE 1/4

Section 2 - All

Section 3 - NW 1/4 NE 1/4, E 1/2 NE 1/4, S 1/2

Section 4 - SE 1/4 SE 1/4

Section 10 - All

Section 11 - All

Section 12 - NW 1/4, N 1/2 NE 1/4, SW 1/4 NE 1/4, N 1/2 SW 1/4,
NW 1/4 SE 1/4

Section 14 - N 1/2 NW 1/4

Section 15 - N 1/2 NE 1/4, SE 1/4 NE 1/4, NE 1/4 NW 1/4

containing 3,758.18 acres, more or less.

3.2 Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of Tracts and leases in said

Unit Area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each Tract, percentage ownership of each Working Interest Owner in each Tract and the percentage of participation each Tract has in the Unit Area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the Unit Area render such revision necessary, or when requested by the Supervisor or the Commissioner, and the required number of copies of such revision shall be filed with the Commissioner and with the Supervisor.

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

the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

ARTICLE IV

EXPANSION OF UNIT AREA

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

(a) The working interest owner or owners of a tract or tracts desiring to bring such tract or tracts into this Unit shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit and in the tract proposed to be included in the Unit, setting out the basis for admission, the Unit Participation to be assigned to each tract in the enlarged Unit and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate eighty percent (80%) Secondary Phase Participation have agreed to such tract or tracts being brought into the Unit, then Unit Operator shall, after preliminary concurrence by the Director and Commissioner:

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

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

(3) File, upon the expiration of said thirty (30) days period as set out in (2) immediately above, with the Commission, Commissioner, and Supervisor the following: (a) Evidence of mailing or delivering copies of said notice of expansion; (b) An application for such expansion; (c) An instrument containing the appropriate joinders in compliance with the participation requirements of Article XIII (Tracts Qualified for Unit Participation); and (d) Copy of any objections received.

(4) There shall be no retroactive allocation or adjustment of Unit expense or of interests in the Unitized Substances produced, or proceeds thereof prior to the effective date of expansion and qualification under Article XIII; however, this limitation shall not prevent an adjustment of investment by reason of the enlargement.

4.2 The expansion shall, after due consideration of all pertinent information and approval by the Commission, the Commissioner, and the Director, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice.

4.3 In any approved expansion of the Unit Area the revised Tract Participations of those Tracts which were committed prior to each such expansion shall remain in the same ratio one to another.

ARTICLE V

UNITIZED LAND AND UNITIZED SUBSTANCES

5.1 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". All oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the lands committed to this agreement as to the Unitized Formation are unitized under the terms of this agreement and herein are called "Unitized Substances". 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 above described.

ARTICLE VI

UNIT OPERATOR

6.1 Humble Oil & Refining Company is hereby designated

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

ARTICLE VII

RESIGNATION OR REMOVAL OF UNIT OPERATOR

7.1 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 Commissioner and the Director, and until all Unit wells are placed in a condition satisfactory to the Supervisor and Commissioner for suspension, abandonment or operations, whichever is intended by the Unit Manager, 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.

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

7.3 The Unit Operator shall be subject to removal by Working Interest Owners having in the aggregate seventy-five percent (75%) or more Secondary Phase Participation remaining after excluding the Secondary Phase Participation of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and the Director.

7.4 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.

7.5 The resignation or removal of Unit Operator under this agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, books and records, materials, appurtenances and any other assets, used in connection with the Unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit

Operator is elected, to be used for the purpose of conducting Unit operations hereunder. Nothing herein shall be construed as authorizing 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 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.

ARTICLE VIII

SUCCESSOR UNIT OPERATOR

8.1 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 Commissioner and filed with the Supervisor. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Commissioner and the Director, at their election, may declare this agreement terminated.

8.2 In selecting a successor Unit Operator the affirmative vote of three or more Working Interest Owners having a total of sixty percent (60%) or more of the total voting interest in the

Unit shall prevail; provided that if any one Working Interest Owner has a voting interest of more than forty percent (40%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total voting interest 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 at least seventy-five percent (75%) of the voting interest remaining after excluding the voting interest of Unit Operator so removed. In voting under this Article VIII each Working Interest Owner shall have a voting interest equal to its Secondary Phase Participation.

ARTICLE IX

ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT

9.1 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 independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the

terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this agreement, and in case of any inconsistency or conflict between this agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Article shall be filed with the Commissioner and with the Supervisor as required prior to approval of this agreement.

ARTICLE X

RIGHTS AND OBLIGATIONS OF UNIT OPERATOR

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

ARTICLE XI

PLAN OF OPERATIONS

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

11.2 The initial plan of operation shall be filed with the Supervisor, the Commissioner and the Commission concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operation and all revisions thereof shall be as complete and

adequate as the Supervisor, the Commissioner and the Commission may determine to be necessary for timely operation consistent herewith. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of operation.

11.3 The parties hereto subject to prior rights, if any, grant to the Unit Operator the use of brine or water or both from any formation in and under the Unit Area for injection into the Unitized Formation insofar as these rights are granted by the oil and gas leases.

ARTICLE XII

TRACT PARTICIPATION

12.1 In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the percentage of participation allocated to each Tract in the Unit Area during the Primary and Secondary Phases of Operations respectively as those terms are defined herein.

12.2 Beginning at 7:00 a.m. on the effective date hereof and until 7:00 a.m. on the first day of the month next following the date when cumulative oil production from all of the Tracts described in Exhibit "B" from the Unitized Formation subsequent to 7:00 a.m. January 1, 1964, equals 768,239 barrels, the participation of each Tract shall be equal to fifty percent (50%) of the ratio of the total 1964 adjusted revenue from each such Tract to the total 1964 adjusted revenue from all such Tracts plus fifty

percent (50%) of the ratio of the remaining primary production of each such Tract to the total remaining primary production of all such Tracts as approved by the Working Interest Owners and as stipulated under Primary Phase Participation of Exhibit "B". For purposes of determining when 768,239 barrels have been produced, the Operators' Monthly Production Reports, Form C-115, on file with the New Mexico Oil Conservation Commission shall be deemed the controlling evidence.

12.3 Beginning at 7:00 a.m. on the first day of the month following the date when the 768,239 barrels referred to above shall have been produced, the Tract Participation of each Tract shall be equal to one hundred percent (100%) of the ratio of the ultimate primary production from each of such Tracts, to the total ultimate primary production of all such Tracts; provided however, that certain quarter-quarter sections within the Unit which have never produced from the Unitized Formation have been assigned a pseudo ultimate primary production figure which is equivalent to one-ninth (1/9) of the sum of the cumulative oil production as of June 1, 1965, of the eight surrounding quarter-quarter sections. The Secondary Phase Participations that are approved by the Working Interest Owners are shown on Exhibit "B".

12.4 In the event less than all Tracts are committed on the effective date hereof, the Primary and Secondary Phase Participations shall be calculated on the basis of all committed Tracts rather than all Tracts in the Unit Area as proposed herein, and the 768,239

barrels required to be produced subsequent to January 1, 1964, before Secondary Phase of Operations becomes effective shall likewise be reduced by subtracting the remaining primary production assigned to the noncommitted Tracts.

12.5 In the event less than all Tracts are committed on the effective date hereof, the Primary and Secondary Phase Participations shall be calculated on the basis of all committed Tracts rather than all Tracts in the Unit Area and Exhibit "B" shall be revised by the Unit Operator accordingly to show the percentage of participation of each Tract in the Primary and Secondary Phases of production.

ARTICLE XIII

TRACTS QUALIFIED FOR UNIT PARTICIPATION

13.1 As the objective of this agreement is to have lands in the Unit Area operated and entitled to participation under the terms hereof, it is agreed that, notwithstanding anything else herein, no joinder shall be considered a commitment to this agreement unless the Tract involved is qualified under this Article. On and after the effective date hereof, the Tracts within the Unit Area which shall be entitled to participation (as provided in Article XII hereof) in the production of Unitized Substances therefrom shall be those Tracts within the Unit Area as shown on Exhibit "A" and described in said Exhibit "B" that corner or have a common boundary and which are otherwise qualified as follows:

(a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest and as

to which Record Owners owning one hundred percent (100%), each have become parties to this agreement and as to which Royalty Owners owning eighty-five percent (85%) 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 and as to which Record Owners owning one hundred percent (100%), each have become parties to this agreement, and as to which Royalty Owners owning less than eighty-five percent (85%) of the Royalty Interest have become parties to this agreement, and as to which (1) all Working Interest Owners and all Record Owners in such Tract have joined in a request for the commitment of such Tract to the Unit Agreement, and as to which (2) eighty percent (80%) of the combined Secondary Phase voting interests of Working Interest Owners in all Tracts that meet the requirements of Article 13.1 (a) above have voted in favor of the commitment of such Tract. For the purpose of this Article 13.1 (b), the voting interest of a Working Interest Owner shall be equal to the ratio that its Secondary Phase Participation attributable to Tracts which qualify under Article 13.1 (a) bears to the total Secondary Phase Participation of all Working Interest Owners attributable to all Tracts which qualify under Article 13.1 (a).

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest and as to which Record Owners owning one hundred percent (100%), each have become committed 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 all of the other Working Interest Owners in such Tract who have become committed to this agreement have joined in a request for commitment of such Tract to the Unit Agreement, and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands that may be made by the owners of Working Interests in such Tract who are not committed to this agreement, and which arise out of the commitment of the Tract to this Unit Agreement; and as to which (2) eighty percent (80%) of the combined voting interest of Working Interest Owners in all Tracts that meet the requirements of either Article 13.1 (a) or 13.1 (b) have voted in favor of the commitment of such Tract and to accept the indemnity agreement. For the purpose of this Article 13.1 (c), the voting interest of each Working Interest Owner shall be equal to the ratio that its Secondary Phase Participation attributable to Tracts that qualify under either Article 13.1 (a) or 13.1 (b) bears to the total Secondary Phase Participation of all Working Interest Owners attributable to all Tracts which qualify under either Article 13.1 (a) or

13.1 (b). Upon the commitment of such a Tract to this Unit Agreement, the Tract Participations under either the Primary or Secondary Phase of Operations which would have been attributed to the non-subscribing owners of the Working Interest in such Tract, had they become committed to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become committed to such agreements, in proportion to their respective Working Interests in the Tract.

13.2 If on the effective date of this agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this agreement for final approval by the Commissioner and the Director, file therewith, or as soon as practicable, a schedule of those Tracts which have been committed and made subject to this agreement and are entitled to participate in the production of Unitized Substances. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such Tract which shall be computed according to the participation formula set out in Article XII (Tract Participation) above. This schedule of participation shall be a part of Exhibit "B" and upon approval thereof by the Commissioner and the Supervisor shall become a part of this agreement and shall govern the allocation of production of Unitized Substances until the effective date of a new schedule approved by the Commissioner and the Supervisor or the Director.

ARTICLE XIV

ALLOCATION OF UNITIZED SUBSTANCES

14.1 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 pressure maintenance or unavoidable loss) shall be apportioned among and allocated to the committed Tracts within the Unit Area in accordance with the respective Tract Participation effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract (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.

14.2 The Unitized Substances allocated to each Tract shall be distributed among, or accounted for, to the parties executing, consenting to or ratifying this agreement entitled to share in the production from such Tract in the same manner, in the same proportion, 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.

14.3 No Tract committed to this agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances, and nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the joinder of any Tract.

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

14.5 The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on Unitized Land, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Article XV 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 receiving the same in kind. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of the Unitized Substances.

14.6 If any party fails to take in kind or separately dispose of its share of Unitized Substances, Unit Operator shall have the right for the time being and subject to revocation at will by the party owning the share, to sell or otherwise dispose of such production to itself or to others on a day to day basis at not less than the prevailing market price in the area for like production. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto.

14.7 Notwithstanding the foregoing, the 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.

14.8 Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all Royalty on the lease or leases and Tracts contributed by it and received into the Unit, and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for such Royalty on the lease or leases and Tracts contributed by it to the Unit Area.

14.9 If, after the effective date of this agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Article IV (Expansion of Unit Area) 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 Article XXXI (Non-Joinder and Subsequent Joinder) or if any Tract is excluded from the Unit Area as provided for in Article XXIX (Loss of Title), the schedule of participation as shown in Exhibit "B", subject to Article XII (Tract Participation), and Article XIII (Tracts Qualified for Unit Participation), shall be revised by the Unit Operator and distributed to the Working Interest Owners, the Commissioner and the Supervisor to show the revised Tract Participation of all the committed Tracts; and the revised Exhibit "B", upon approval by the Commissioner and the Supervisor or the Director, shall govern all the allocation of production of Unitized Substances from and after the effective date thereof until a revised schedule is approved as hereinabove provided.

14.10 Working Interest Owners may use as much of the Unitized Substances as may reasonably be deemed necessary for the operation and development of the Unit Area, including but not limited to the injection of Unitized Substances into the Unitized Formation.

14.11 No Royalty shall be payable upon or with respect to Unitized Substances used or consumed in the operation or development of the Unit Area or which may be otherwise lost or consumed in the production, handling, treating, transportation or storing of Unitized Substances.

ARTICLE XV

ROYALTY SETTLEMENT

15.1 The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled

to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interest not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under their leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Unit Agreement. With respect to those 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 as though the committed Tracts were included in a single consolidated lease.

15.2 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 here-

under to such Tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof.

15.3 If gas obtained from lands not subject to this agreement is introduced into the Unitized Formation, for use in repressuring, stimulation of production or increasing ultimate recovery in conformity with a plan approved pursuant to Article XI (Plan of Operations), a like amount of gas, less appropriate deductions for loss from any cause, may be withdrawn from the Unitized Formation, Royalty free as to dry gas but not as to the products extracted therefrom; provided such withdrawal shall be pursuant to such conditions and formulas as may be prescribed or approved by the Supervisor and the Commissioner; and provided further that such right of withdrawal shall terminate as of the effective date of termination of the Unit Agreement.

15.4 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.

15.5 Each Royalty Owner (other than the State of New Mexico and United States of America) that executes this agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts

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

ARTICLE XVI

RENTAL SETTLEMENT

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

ARTICLE XVII

CONSERVATION

17.1 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.

ARTICLE XVIII

DRAINAGE

18.1 The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from Unitized Land by wells on land not subject to this agreement.

ARTICLE XIX

LEASES AND CONTRACTS CONFORMED AND EXTENDED

19.1 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 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.

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

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

(b) Drilling, producing or secondary recovery operations performed hereunder upon any Tract of Unitized Lands shall be accepted and deemed to be performed upon and for the benefit of each and every Tract of Unitized Land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on land therein embraced.

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

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

(e) 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 shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this agreement, allocated to the portion of the lands covered by such lease committed to this agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking or secondary recovery operations on

any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Article 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 non-unitized 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".

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

ARTICLE XX

COVENANTS RUN WITH LAND

20.1 All terms and conditions herein contained shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in title until this agreement terminates, and any grant, transfer, conveyance or any passage of any interest in land or leases subject hereto, no matter how accomplished, shall be and hereby is conditioned upon the assumption of all privileges and obligations by such successor in interest. By way of illustration, but not limitation, if any Working Interest Owner shall, after executing this agreement, create any overriding royalty, production payment or any similar interest out

of its interest, the new owner, or owners, of such interest, or interests, shall be bound by the terms of this agreement and the Unit Operating Agreement. 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 of transfer; and no assignment or transfer of a 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 of transfer.

ARTICLE XXI

EFFECTIVE DATE AND TERM

21.1 This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of 7:00 a.m. of the first day of the calendar month next following:

(a) The execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners of Tracts comprising eighty percent (80%) or more, on a surface acreage basis, of the Unit Area as shown on the original Exhibit "B" and which are qualified under the provisions of Article XIII.

(b) The approval of this agreement by the Commissioner, the Commission and the Director.

(c) The filing of at least one counterpart of this agreement for record in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator; and provided further that if (a), (b) and (c) above are not accomplished on or before September 1, 1967, this agreement 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 Secondary Phase Participation of at least eighty percent (80%), and that Working Interest Owners owning in the aggregate eighty percent (80%) or more of the total Secondary Phase Participation committed to this agreement have decided to extend said expiration date for a period not to exceed six months (hereinafter called "extended expiration date"). If said expiration date is so extended and (a), (b) and (c) are not accomplished on or before said extended expiration date, this agreement shall ipso facto expire on said extended expiration date and thereafter be of no further force or effect.

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

21.3 The term of this agreement shall be for and during the time that Unitized Substances are produced in quantities sufficient to pay for the cost of producing same from wells on the Unitized Land and so long thereafter as drilling, reworking or other operations (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, and so long thereafter as Unitized Substances are produced as aforesaid. Termination under this paragraph shall be effective as of the first day of the month after the Unit Operator determines, on conformatory data satisfactory to the Commissioner and the Director, that Unitized Substances are no longer being produced in the aforesaid quantities.

21.4 This agreement may be terminated at any time for any other reason with the approval of the Commissioner and the Director

by Working Interest Owners owning eighty percent (80%) Secondary Phase Participation. Notice of any such termination shall be given to all parties hereto and a copy filed by Unit Operator in the office of the County Clerk of Lea County, New Mexico.

21.5 Upon termination of this agreement, Unit operations shall cease, and thereafter the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts.

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

ARTICLE XXII

RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION

22.1 All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Commission to alter or modify the quantity and rate of production under this agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification; provided, further, that

no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

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

ARTICLE XXIII

NON-DISCRIMINATION

23.1 In connection with the performance of work under this agreement, the Unit Operator 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.

ARTICLE XXIV

APPEARANCES

24.1 Unit Operator, after notice to other parties affected, shall have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner, the Department, and the Commission, and to appeal from any order issued under

the rules and regulations of the Commissioner, the Department or the Commission, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Commissioner, the Department, or the Commission, 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.

ARTICLE XXV

NOTICES

25.1 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 mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

ARTICLE XXVI

NO WAIVER OF CERTAIN RIGHTS

26.1 Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Lands are located, or of

the United States or the rules 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.

ARTICLE XXVII

PERSONAL PROPERTY EXCEPTED

27.1 Each of the Working Interest Owners hereto has heretofore individually placed in or on the wells drilled by such Working Interest Owner on its leases or interests and in or on the land covered by said leases or interests certain casing, casing flanges, tubing, rods, pipes, tanks, as well as other lease and well equipment or other personal property (to all of which the provisions hereof are applicable whether similar or dissimilar in nature to the foregoing enumeration). As to all of such equipment, the installing Working Interest Owner has the contractual right in and under its respective leases to remove same from the premises, and the installation thereof by said Working Interest Owner was with the intention and understanding that all of such equipment would be and remain personal property and that no part thereof would be or become fixtures to the realty. The Working Interest Owners hereto have dealt separately among themselves and do hereby make a separate agreement with each other with respect to such lease and well equipment and all other such personal property located in or on the well or their respective leases, on the one hand, and the realty, leasehold estates, and the wells (exclusive of all equipment in or on said wells) located on and the Unitized Substances underlying the Unit Area, on the other hand. To that end, the Working Interest Owners have severed, and

do hereby sever for all purposes of this agreement, all such lease and well equipment and other such personal property which may be located in or on the respective leases or in or on the wells thereon from the real leasehold estates, and the wells located on and the Unitized Substances underlying the Unit Area. To conform their respective investments in such equipment, Working Interest Owners have made a separate agreement with each other with respect thereto.

ARTICLE XXVIII

UNAVOIDABLE DELAY

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

ARTICLE XXIX

LOSS OF TITLE

29.1 If any Tract of Unitized Land ceases to have sufficient Working Interest or Royalty Interest committed to this agreement to meet the conditions of Article XIII because of failure of title to any party hereto, such Tract shall be regarded as not committed here-

to as of 7:00 a.m. on the first day of the calendar month in which such failure of title is finally determined; provided, however, that no such Tract shall be so regarded if same can be requalified under said Article XIII within ninety (90) days after the date on which such title failure was finally determined. If any such Tract cannot be so requalified, Unit Operator shall recompute the Tract Participation of each Tract of Unitized Land remaining subject to this agreement so that such Tract Participations shall remain in the same ratio one to another. Thereafter, Unit Operator shall revise Exhibit "B" conformably with such recomputation. Each such revised exhibit shall be effective at 7:00 a.m. on the first day of the calendar month in which such failure of title is finally determined. If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interests fails, but the Tract to which it relates remains committed to this agreement, the Royalty Owner whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest. In the event of a dispute as to the title to any Working or Royalty Interest, or other interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State or Federal land or leases, no payments of funds due the State of New Mexico or the United States of America shall be withheld, but such funds

shall be deposited as directed by the Commissioner or the Supervisor (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.

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

ARTICLE XXX

BORDER AGREEMENTS

30.1 Subject to the approval of the Commissioner and the Supervisor, the Unit Operator with the concurrence of Working Interest Owners owning at least sixty-five percent (65%) of Secondary Phase Participation, may enter into a border-protection agreement or agreements with the Working Interest Owners of lands adjacent to the committed Tracts with respect to the operations in the border area for the maximum ultimate recovery, conservation purposes and proper protection of the parties and interests.

ARTICLE XXXI

NON-JOINDER AND SUBSEQUENT JOINDER

31.1 Joinder by any Royalty and Record Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty and Record Owner to be regarded as committed. Joinder to the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as committed to this Unit Agreement.

31.2 Any oil or gas interest in the Unitized Formation not committed hereto prior to submission of this agreement to the Commissioner and the Director for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Article and of Article XIII (Tracts Qualified for Unit Participation) hereof, at any time up to the effective date hereof on the same basis of participation as provided in said Article XIII, 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.

31.3 It is understood and agreed, however, that from and after the effective date hereof the right of subsequent joinder as provided in this Article shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners having not less than eighty percent (80%) Secondary Phase Participation, and approved by the Commissioner and Director. 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 land is involved, such joinder must be approved by the Commissioner. 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 at 7:00 a.m. as of the first day of the month following the filing with the Commissioner and the Supervisor 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 Director is duly made within sixty (60) days after such filing; provided, however, that as to State lands all subsequent joinders must be approved by the Commissioner.

ARTICLE XXXII

TAXES

32.1 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 such 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.

ARTICLE XXXIII

CONFLICT OF SUPERVISION

33.1 Neither the Unit Operator nor the Working Interest Owners, nor any of them, shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof, to the extent that the said Unit Operator or the Working Interest Owners, or any of them, are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority vested in the Commission in and by any provisions of this agreement are vested in the Commission and shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

ARTICLE XXXIV

NO PARTNERSHIP

34.1 The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty,

obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

ARTICLE XXXV

PRODUCTION AS OF THE EFFECTIVE DATE

35.1 Unit Operator shall make a proper and timely gauge of all lease and other tanks on Unitized Land in order to ascertain the amount of merchantable oil above the pipe line connection in such tanks as of 7:00 a.m. on the effective date hereof. The oil that is a part of the prior allowable of the wells from which it was produced shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the Unit had not been formed; and such Working Interest Owner shall promptly remove said oil from Unitized Land. Any such oil not so removed may be sold by Unit Operator for the account of such Working Interest Owner, subject to the payment of all Royalty to Royalty Owners under the applicable lease or leases and other contracts. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after effective date hereof.

35.2 If, as of the effective date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of overproduction has been sold or otherwise disposed of, such overproduction shall be regarded as a part of the Unitized Substances produced after the effective date hereof

and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

ARTICLE XXXVI

COUNTERPARTS

36.1 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 instruments 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 above described Unit Area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first hereinabove written.

HUMBLE OIL & REFINING COMPANY

By 

Agent and Attorney in Fact
UNIT OPERATOR AND WORKING INTEREST OWNER

ROYALTY OWNERS

Desc. 11 A
Acreage 11 A
Int. 11 A
Form 11 A
Acctg. 11 A
Prod. 11 A
Trade 11 A

STATE OF Texas,

COUNTY OF Midland.

The foregoing instrument was acknowledged before me this
8th day of February, 1967, by L. H. Byrd,
Agent & Attorney in Fact of Humble Oil & Refining Company, a
Delaware corporation, on behalf of said corporation.

Sandra Briggs
Notary Public

My Commission Expires:

June 1, 1967

STATE OF _____,

COUNTY OF _____.

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by _____,
____ of _____, a
____ corporation, on behalf of said corporation.

Notary Public

My Commission Expires:

STATE OF _____,

COUNTY OF _____.

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by _____.

Notary Public

My Commission Expires:

STATE OF _____;

COUNTY OF _____.

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by _____.

Notary Public

My Commission Expires:

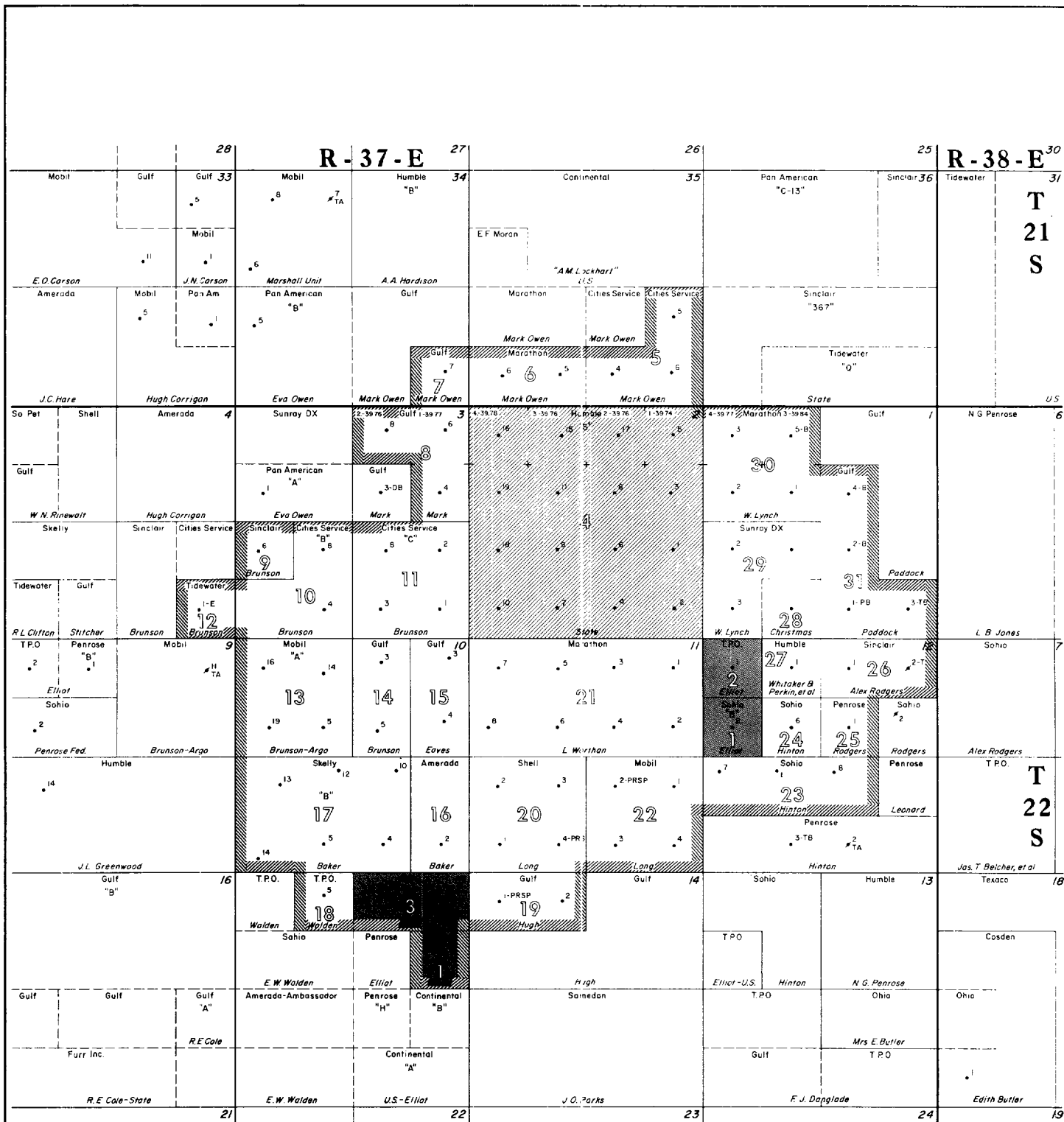


EXHIBIT "B" TO UNIT AGREEMENT
PADDOCK (San Angelo) UNIT
LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit
								Primary Secondary
1	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	LC 064427 6-30-57	USA 12.5% to 33 1/3% Schedule D	Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	Sohio Petroleum Company 66.66667% *Frank D. Brown, Jr., et al 31.66666% John B. Rich 1.66667% 100.00000%	0.00068 1.18969
2	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T-22-S, R-37-E	40	NM 032369 6-30-57	USA 12.5% to 33 1/3% Schedule D	Joseph E. Seagraves & Sons, Inc. Sohio Petroleum Company *Frank D. Brown, Jr., et al John B. Rich	None	Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Company 33.33333% *Frank D. Brown, Jr., et al 15.83334% John B. Rich 83333% 100.00000%	0.99461 1.52423
3	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	NM 0557257 6-30-57	USA 12.5% to 33 1/3% Schedule D	Joseph E. Seagraves & Sons, Inc.	None	Joseph E. Seagraves & Sons, Inc. 100.00000%	2.84434 1.47282
4	All Sec. 2, T-22-S, R-37-E	639.04	B-934 6-6-52	State 12.5%	Humble Oil & Refining Company	None	Humble Oil & Refining Company 100.00000%	21.26799 21.81286
5	E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	120	Fee 11-1-41	Mark Owen 12.5%	Cities Service Oil Co.	None	Cities Service Oil Company 100.00000%	2.24948 2.28917
6	S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	80	Fee 2-13-37	Mark Owen 12.5%	Marathon Oil Company	None	Marathon Oil Company 100.00000%	0.46251 1.05922
7	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T-21-S, R-37-E	40	Fee 9-17-35	Mark Owen 12.5%	Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	1.49149 1.17427
8	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	119.65	Fee 9-17-35 10-17-35 10-19-35	Neil H. Wills and Albuquerque National Bank as Trustees under the trust indenture of the Stanley W. Crosby III Trust No. 1 0.3906% Rubie C. Bell 0.3906% J. M. Owen 3.1250% M. W. Owen 3.1250% Midwest Oil Corporation 4.0625% Flyse Saunders Patterson 0.4688% Sue Saunders Graham 0.4688% Sally Saunders Toles 0.4687%	Gulf Oil Corporation Same as above	None	Gulf Oil Corporation 100.00000%	1.64022 3.30317

* Frank D. Brown, Jr., N. Barkdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Company, Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
9	NW ¹ SW ¹ Sec. 3, T-22-S, R-37-E	40	Fee 3-21-27	The Fluor Corporation, Ltd. 1.56250% Leonard W. Fristoe 0.97686% Atlantic Richfield Company 0.15625% The Chase Manhattan Bank (Argo Production Payment) 2.96875% L. George Schubert Guardian of Priscilla Susanna Moody, a Minor 6.83594%	Sinclair Oil & Gas Company	None	Sinclair Oil & Gas Company 100.00000%	1.11708 1.32997
10	SE ¹ SW ¹ , SW ¹ SW ¹ Sec. 3, T-22-S, R-37-E	120	Fee 3-21-27	The Fluor Corporation, Ltd. 1.56250% Leonard W. Fristoe 0.97686% Atlantic Richfield Company 0.15625% The Chase Manhattan Bank (Argo Production Payment) 2.96875% L. George Schubert, Guardian of Priscilla Susanna Moody, a Minor 6.83594%	Cities Service Oil Co.	None	Cities Service Oil Company 57.14286% Sinclair Oil & Gas Company 42.85714% 100.00000%	5.70211 3.99121
11	SE ¹ Sec. 3, T-22-S, R-37-E	160	Fee 3-21-27	The Chase Manhattan Bank (Argo Production Payment) 2.96875% J. L. Crump 3.12500% Leonard W. Fristoe 0.39062% Charles Fille 1.56250% Atlantic Richfield Company 0.15625% L. George Schubert, Guardian of Priscilla Susanna Moody, a Minor 2.73438% J. E. Simmons 1.56250%	Cities Service Oil Co.	None	Cities Service Oil Company 100.00000%	1.89454 4.21294
12	SE ¹ SE ¹ Sec. 4, T-22-S, R-37-E	40	Fee 7-11-38 7-11-38 7-11-38	Atlantic Richfield Company 0.23438% The Chase Manhattan Bank (Argo Production Payment) 4.45312% The Fluor Corporation, Ltd. 2.34375% Leonard W. Fristoe 1.40381% L. George Schubert, Guardian of Priscilla Susanna Moody, a Minor 9.82666%	Tidewater Oil Company Same as above Same as above (Argo Production Payment) The Fluor Corporation, Ltd. Leonard W. Fristoe L. George Schubert, Guardian of Priscilla Susanna Moody, a Minor	The Fluor Corporation, Ltd. 1/8 of 1/16 when any well produces over 35 B.O.P.D.	Tidewater Oil Company 100.00000%	- 0.16428

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
13	NE ¹ / ₄ Sec. 10, T-22-S, R-37-E	160	Fee 5-30-39 5-30-39	Atlantic Richfield Company 0.15625% Hurwood H. Bradley 0.78125% The Chase Manhattan Bank (Argo Production Payment) 2.96875% Marjorie Cone Kastman, Gdn. of the Est. of S. E. Cone 0.78125% Leonard W. Fristoe 0.39062% Dr. J. T. Krueger 0.39062% O. L. Nislar 0.39063% The Fluor Corporation, Ltd. 3.12500% Priscilla Susanna Brunson Moody 2.73438% Battie Cone Williams 0.78125%	Mobil Oil Company Same as above	None	Mobil Oil Company 100.00000%	13.87674 4.96697
14	W ¹ / ₂ NE ¹ / ₄ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Company 0.1563% June D. Speight 0.7812% Leonard W. Fristoe 0.2323% W. T. Reed 3.1250% Mary Ruth McGrovy 3.1250% L. George Schubert, Gdn. of Est. of Priscilla B. Moody, a Minor 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corporation Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	2.82247 2.22390
15	E ¹ / ₂ NE ¹ / ₄ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Company 0.1563% Rose Eaves 3.1250% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% Effie Carter 1.5625% Powhatan Carter, Jr. 0.7812% Anderson Carter 0.7813% L. George Schubert, Gdn. of Est. of Priscilla B. Moody, a Minor 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corporation Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	0.63666 1.80300

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
16	NE ¹ / ₄ Sec. 10 T-22-S, R-37-E	80	Fee 6-29-47 8-21-51 8-1-40 5-12-43	Constance E. Byers 3.12500% Hugh Corrigan III 0.78125% J. Patrick Corrigan 0.78125% June D. Speight 1.56250% Dr. G. T. Hall 0.78125% Felice Sellmeyer Milvhill 0.78125% Ralph Sellmeyer 0.78125% Atlantic Richfield Company 0.19531% The Chase Manhattan Bank (Argo Production Payment) 3.71094%	Skelly Oil Company Amerada Petroleum Corporation Amerada Petroleum Corporation The Chase Manhattan Bank (Argo Production Payment)	Atlantic Richfield Company .19532% Skelly Oil Company 3.90625% The Chase Manhattan Bank (Argo Production Payment) 3.71093%	Amerada Petroleum Corporation 100.00000%	1.06367 2.34974
17	SW ¹ / ₄ Sec. 10 T-22-S, R-37-E	240	Fee 4-19-35 4-23-35 4-24-35	Atlantic Richfield Company 0.70801% The Chase Manhattan Bank (Argo Production Payment) 3.19824% R. M. Barron 0.32551% Constance E. Byers 0.58595% Hugh Corrigan 0.78125% J. Patrick Corrigan 0.78125% First Trust Company of St. Paul for A/C of B. T. Gale 0.52084% Mildred Moore 0.13020% Newmont Oil Company 0.78125% Roger B. Owings 0.52083% The Fluor Corporation, Ltd. 1.56250% Ray R. Power 0.52084% Dessa M. Ring 0.52083% Southland Royalty Company 1.56250%	Skelly Oil Company Skelly Oil Company Skelly Oil Company (Argo Production Payment)	None	Skelly Oil Company 68.75000% Atlantic Richfield Company 31.25000% 100.00000%	8.42570 6.65396
18	NE ¹ / ₄ Sec. 15 T-22-S, R-37-E	40	Fee 10-5-26	Jean R. Altgelt 0.02604% Atlantic Richfield Company 0.31250% The Chase Manhattan Bank (Argo Production Payment) 5.93750% New Mexico Bank & Trust Co. for A/C of Roy G. Barton 0.13021%	Joseph E. Seagrams & Sons, Inc. Atlantic Richfield Company The Chase Manhattan Bank (Argo Production Payment)	None	Joseph E. Seagrams & Sons, Inc. 50.00000% Sohio Petroleum Company 33.33333% Brosoco Corporation 15.83333% John B. Rich 83334% 100.00000%	0.66966 0.58733

(Continued)

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary
18	(Continued)			June D. Speight 3.12500% Leland Davison and Allie G. Davison 0.11936% Pelmont Oil Corporation 0.35156% The Fluor Corporation, Ltd. 0.39063% Julian W. Glass, Jr., Trustee 0.07812% Sue Rowan Laughlin 0.02604% Jack Markham 0.16276% C. B. Markham 0.019531% North Central Oil Corporation 0.39063% Roger B. Owings 0.19532% W. M. Osborn 0.11935% Phillips Investment Corporation 0.07812% Rosaland Redfern 0.23872% John J. Redfern, Jr., Indiv. as Attorney in Fact 0.23872% A. H. Rowan Independent Executor of Est. of Archibald H. Rowan, Jr., Dec'd. 0.02604% J. M. Welborn 0.35807%					
19	N 1/4 Sec. 14 T-22-S, R-37-E	80	Fee 8-15-35 8-14-35 8-6-35	Amerada Petroleum Corporation 1.1719% Roger B. Owings 0.1953% Mrs. Raymonde P. Erszanski 0.7813% Mr. W. A. Yeager 0.3906% J. M. Armstrong 0.3906% Jack Markham 0.1953% J. M. Mouser 0.3906% Rosaland Redfern 0.1302% Roy G. Barton 0.3906% J. M. Welborn 0.1953% W. M. Osborn 0.0651% John J. Redfern, Indiv. as Atty. in Fact 0.1302% M. W. Coll 0.9766% (Continued)	Gulf Oil Corporation Gulf Oil Corporation Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	0.15317	2.21309

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
19 (Continued)				Gordon M. Cone 0.1172%				
				First Nat'l Bank of Nevada, Exe. Of Will of Allie M. Lee 0.7813%				
				Clarence E. Hinkle 0.3906%				
				Eli Jones 0.3906%				
				Leeman Jones 0.7813%				
				Keohane, Inc. 0.1953%				
				J. S. Tekell 0.2734%				
				Leland Davison & Allie Gayle Davison 0.0651%				
				Ralph Nix 0.0391%				
				Robie C. Bell 0.1953%				
				Hugh Corrigan, III 0.1953%				
				J. Patrick Corrigan 0.1953%				
				Astri Unnes Thomle 0.0879%				
				Randi Brekke Foss 0.2637%				
				Allie Gann Driver 0.0558%				
				Ross Gann 0.0558%				
				Maud Gann Graham 0.0558%				
				Ollie Gann Cowden 0.0558%				
				Eva Gann Schierberl 0.0558%				
				Richard P. Gann 0.0558%				
				Joe B. Gann 0.0558%				
				Marjorie Cone Kastman, Gln. 0.3906%				
				The Fluor Corporation, Ltd. 0.7813%				
				June D. Speight 0.3906%				
				George Sims 0.3907%				
				Raleigh R. Sims 0.3906%				
				Willie P. Sims 0.3906%				
20	SW 1/4 Sec. 11 T-22-S, R-37-E	160	Fee 10-18-34	Jean Rowan Altgelt 0.15625%	Shell Oil Company	None	Shell Oil Company 100.00000%	4.89174 2.97427
				Hugh J. Bell 0.19531%				

(Continued)

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
20	(Continued)			Mrs. Elizabeth Hennifin 0.09765%				
				Willie Bell Herron 1.17187%				
				Martha Rowan Hyder 0.15625%				
				Dolly Lane Kelso 1.17187%				
				Sue Rowan Laughlin 0.15625%				
				John Long 1.17187%				
				Oscar D. Long 1.17188%				
				Wylie Long 1.17187%				
				Mabee Royalties, Inc. 0.87891%				
				Lela May Rodgers 1.17188%				
				A. H. Rowan Ind. Exec. of Est. Archibald H. Rowan, Jr., Dec'd. 0.15625%				
				William Albert Rowan 0.15625%				
				J. E. Simmons 0.09766%				
				June D. Speight 0.39062%				
				Neomi L. Vaught 1.17188%				
				Hattie C. Williams 0.39063%				
				Frances Winkle 1.17188%				
				W. A. Yeager and J. M. Armstrong 0.23297%				
21	N $\frac{1}{2}$ Sec. 11 T-22-S, R-37-E	320	Fee 10-22-30	Roger B. Owings 0.19531%	Marathon Oil Company	None	Marathon Oil Company 100.00000%	9.83118 10.31901
				A. L. Cone 0.39063%				
				Roy G. Barton 0.46223%				
				Jack Mertham 0.18717%				
				J. M. Welborn 0.18718%				
				W. A. Yeager 0.39063%				
				J. M. Armstrong 0.39063%				
				Keohane, Incorporated 0.19531%				
				The Standard Oil Company of Kansas 0.00319%				
				J. R. Cone 0.31738%				
				W. M. Osborn 0.05371%				
				(Continued)				

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
21 (Continued)								
				Mrs. Aurelia Holmes 0.03906%				
				Mrs. Elizabeth Cowser 0.03906%				
				Durwood H. Bradley 0.39063%				
				Donald L. Jones 0.19531%				
				M. W. Coll 0.19531%				
				John E. Watt 0.39062%				
				Charlotte McKamy 0.31250%				
				Emmitt R. Jordan 0.19532%				
				Kathleen Cone 0.14649%				
				J. Hiram Moore 0.03906%				
				Adeline Z. Cone 0.22220%				
				Stephen E. Cone, Jr., Trust Estate 0.39063%				
				Folk Shelton 0.00854%				
				Owen W. McWhorter 0.00569%				
				Charles L. Cobb 0.00569%				
				Wanda Zimmer 0.03906%				
				W. B. Trammell 0.01411%				
				John J. Redfern, Jr. 0.32063%				
				Jean Rowan Altgelt 0.03906%				
				Sisters of the Humility of Mary 0.03906%				
				Gertrude Archer 0.03906%				
				John A. Bell 0.01139%				
				Lewis W. Zelliff 0.01139%				
				Leland Davison 0.05371%				
				Aida Abelov 0.00284%				
				Fred Sample 0.03906%				
				Gordon G. Berg 0.00036%				
				Martha Rowan Hyder 0.03907%				
				John L. Brady 0.00036%				
				David Cohen 0.00036%				
				Max R. Chudy 0.00364%				

(Continued)

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentages	Percent Participation of Tract in Unit Primary Secondary
				George W. Clark 0.00043%				
				Robert C. Eble 0.00179%				
				Edward M. Edwards 0.00091%				
				E. M. Edwards Co. 0.00117%				
				Rose P. Fietman 0.00284%				
				Mrs. Carrie Gedwitz 0.00182%				
				Charles W. Hastings 0.00036%				
				George P. Holman 0.00041%				
				Josephine Padue 0.00117%				
				John E. McConnell, Jr. 0.00728%				
				Howard W. Bradshaw 0.00058%				
				Ida Miller 0.00018%				
				Flora G. Sarkisian 0.00175%				
				Edwin F. Scheetz, Jr. 0.00036%				
				Catherine A. Sheridan 0.00283%				
				Executors of Estate of Joseph H. Knapp, Dec'd. 0.00036%				
				Mildred W. Zouck, Sole Surviving Ir. U/W of Charles L. Wagandt 0.00058%				
				Delia B. Edwards 0.00055%				
				William Albert Roman 0.03906%				
				Alice K. Corkery 0.31250%				
				Max A. Thurber, Trustee 0.78125%				
				Byrtha N. Stewart, as Gdn. of the Estate of Alfred Holt House 0.07813%				
				Lavena Howard, Indpt. Excr. and Trustee of the Estate of L. A. Howard, Dec'd. 0.00569%				
				Robert R. McKee 0.00009%				
				Frank Mc Dougall 0.00489%				
				Hugh Corrigan III 0.39062%				
				J. Patrick Corrigan 0.39063%				

(Continued)

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary	
21	(continued)								
				Normarth Corporation 0.00043%					
				Sue Rowan Laughlin 0.03906%					
				S. E. Cone, Jr. 0.03906%					
				Rose Lancaster 0.00045%					
				Wrightman Investment Company 1.46413%					
				Thelma A. Linam 0.48828%					
				New Mexico Bank and Trust Co., Trustee Under the Will of James Virgil Linam, dec'd. 0.48828%					
				Marjorie Cone Kastman, Gdn. of the Estate of S. E. Cone 1.19385%					
				Norma Sanders 0.00109%					
				John F. Corvino & Rita M. Corvino 0.00117%					
				Neil Evans 0.00338%					
				Eyiah G. Sullivan 0.00098%					
				June D. Speight 0.31250%					
				A. H. Rowan, Indpt. Exe. of the Estate of A. H. Rowan, Jr., dec'd. 0.03906%					
				Bank of America, NT&SA Tr. of the Est. of M. S. McMurtry, dec'd. 0.07813%					
				R. B. Mitchell 0.03851%					
				Virginia Lee Saunders 0.12207%					
				Mary Lee Saunders 0.03662%					
				Woodlan Perry Saunders 0.03662%					
				Frank J. Redfern 0.01465%					
				Marathon Oil Company 0.07051%					
22	SE 1/4 Sec. 11 T-22-S, R-37-E	160	Fee	Jean Rowan Altgelt 0.15625%	Mobil Oil Company Same as above	Constance E. Byers 0.17089%	Mobil Oil Company 84.37500%	1.14616	2.69451
	8-10-49		8-10-49	Warren D. Anderson 0.05859%	Same as above	Hugh J. Hall 0.17089%	Phillips Petroleum Company 12.50000%		
	8-10-49		8-10-49	J. M. Armstrong 0.14649%	Same as above		Dr. J. T. Krueger 1.56300%		
	2-21-56		4-9-45	Roy G. Barton 0.19531%	Phillips Petroleum Company Same as above		Ida Harper 1.26900%		
	4-9-45		2-6-45	L. W. Biddick 0.14844%	Same as above		Helen T. Cox 0.29300%		
	4-10-46			Ann Noble Brown 0.49479%			100.00000%		
				Pauline Lemon Buchanan 0.02969%					
				(continued)					

(Continued)

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

PAGE 11

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
22 (Continued)								
				Reese Cleveland				
				0.19531%				
				Helen T. Cox				
				0.03662%				
				Lura Flanagan				
				0.09765%				
				Ilamae Forbes				
				0.1484%				
				High J. Hall				
				0.19531%				
				Ida Harper				
				0.15869%				
				Willie Bell Herron				
				0.58593%				
				H. L. Hufman				
				0.0234%				
				Martha Louise Ryder				
				0.15625%				
				Elba M. Jones				
				0.14843%				
				Vicki Anderson Jones				
				0.05859%				
				Dr. J. T. Krueger				
				0.19531%				
				Dolly R. Lane				
				0.58594%				
				Sue Pavan Laughlin				
				0.15625%				
				Wylie Long				
				2.14844%				
				John Wesley Long				
				0.58594%				
				O. D. Long				
				0.58594%				
				Neomi Long Lyons				
				0.58594%				
				Mabee Royalties, Inc.				
				0.87891%				
				Mary Markey				
				0.02969%				
				Edward E. Noble				
				0.24739%				
				Sam Noble				
				0.49479%				
				Laverne Estes Noble				
				0.24740%				
				Lelah Mae Rodgers				
				0.58594%				
				Velma Roring				
				0.14844%				
				William Albert Rowan				
				0.15625%				
				Arch H. Rowan & Co., Ltd.				
				0.15625%				
				Samedan Oil Corporation				
				0.47500%				
				J. E. Simmons				
				0.09766%				
				Rena Sims				
				0.02969%				
				Smith Spradling				
				0.14844%				
				(Continued)				

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
22 (Continued)								
23	N ¹ S ¹ W ¹ , NW ¹ SE ¹ Sec. 12, T-22-S, R-37-E	120	Fee 12-31-41 12-31-41 12-31-41	M. E. Page and Inez Tate 0.14844% Frances Trummer 0.02968% Jane Johnson Wilson 0.01563% Frances E. Winkle 0.58593% W. A. Yeager 0.14649%	Sohio Petroleum Company, et al Same as above Same as above	None	Sohio Petroleum Company 66.66667% Broseco Corporation 31.66666% John B. Rich 1.66667% 100.00000%	1.26483 1.92186
24	SE ¹ NW ¹ Sec. 12 T-22-S, R-37-E	40	Fee 10-11-44 10-25-44 10-26-45	J. P. Cusack 0.78125% Samedan Oil Corp. 0.78125% A. M. Perkins 0.97656% Ed M. Whitaker 0.58594% J. R. Hinton 4.68750% Ada Hinton 4.68750%	Sohio Petroleum Company, et al Same as above Same as above	J. R. Hinton 2.05078% to 4.10156% Ada Hinton 2.05078% to 4.10156%	The Fort Worth Nat'l Bank, Trustee Trust 1979 50.00000% Sohio Petroleum Company 33.33333% Broseco Corporation 15.83334% John B. Rich 0.83333% 100.00000%	1.94552 1.80030
25	SW ¹ NW ¹ Sec. 12 T-22-S, R-37-E	40	Fee 12-31-41	Vicki S. Anderson 0.11718% Warren D. Anderson 0.11719% L. W. Biddick 0.14062% Ann Noble Brown 0.46875% Pauline Lemon Buchanan 0.02812% Ila Mae Forbes 0.14062% R. L. Huffman 0.04688% Elba M. Jones 0.14063% Mary Markey 0.02812% E. E. Noble 0.46875% Sam Noble 0.46875% Alexander Rodgers 6.25000% Velma Roring 0.14063%	Fort Worth National Bank, Trustee Same as above	None	Fort Worth National Bank, Trustee (Trust No. 1979) (Operated by Neville G. Penrose) 100.00000%	0.68380 0.89696

(Continued)

(Continued)

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

PAGE 13

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
25	(continued)							
				Samedan Oil Corporation 0.45000%				
				Jean Simmons Shipley 0.78125%				
				J. E. Simmons 2.34375%				
				Rena Simms 0.02813%				
				Smith Spradling 0.14063%				
				M. E. Tate & Inez Tate 0.14062%				
				Frances Trummer 0.02813%				
				Jane Johnson Wilson 0.03125%				
26	NE 1/4 Sec. 12 T-22-S, R-37-E	80	Fee 5-17-43	Warren Anderson 0.11719%	Sinclair Oil & Gas Company	None	Sinclair Oil & Gas Company 100.000000%	2.10015 1.96469
				L. W. Biddick 0.14063%				
				Ann Noble Brown 0.46875%				
				P. L. Buchanan 0.02812%				
				Ila Mae Forbes 0.14062%				
				H. L. Huffman 0.04688%				
				Elba M. Jones 0.14063%				
				Vicki Anderson Jones 0.11715%				
				Mary Markey 0.02812%				
				Sam Noble 0.46875%				
				F. E. Noble 0.46875%				
				A. Rodgers 6.25000%				
				Velma Horing 0.14062%				
				Samedan Oil Corporation 0.45000%				
				Jean Shipley 0.78125%				
				J. E. Simmons 2.34375%				
				Rena Sims 0.02813%				
				Smith Spradling 0.14062%				
				M. E. & Inez Tate 0.14063%				
				Frances Trummer 0.02813%				
				Jane J. Wilson 0.03125%				

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages		Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage		Percent Participation of Tract in Unit	
				Lessee of Record				Primary	Secondary	
27	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	40	Fee 6-29-45 6-19-45 6-30-45 6-29-45	Ed M. Whitaker 4.68750% Mrs. A. M. Perkins 4.68750% Lula Cone 1.56250% Hazel Green 1.56250%	Humble Oil & Refining Company Same as above Same as above Same as above	None	Humble Oil & Refining Company 100.00000%	0.90970	1.16326	
28	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	40	Fee 2-22-37	Joyce C. Brown & B. A. Christmas, Jr., Co-Ex. of Est. of Annie L. Christmas, Dec'd. 6.25000% Wayne Cowden 6.25000%	Sunray DX Oil Company	None	Sunray DX Oil Company 100.00000%	4.42496	1.56735	
29	N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T-22-S, R-37-E	120	Fee 1-25-37	J. M. Armstrong 0.66965% Rubie C. Bell 0.35413% Etta Vivian Brooks, Ex. of Est. of Lloyd Garringer 0.00603% Mrs. Sue Saunders Graham 0.68452% Keohane, Inc. 0.75893% Walter Lynch 1.78572% Mabee Royalties, Inc. 2.67857% Roger B. Owings 0.89285% Elyse Saunders Patterson 0.68452% Southland Royalty Company 2.27678% Sally Saunders Toles 0.68453% Neil H. Wills and National Bank of Albuquerque, N. M. Trustees under Stanley W. Crosby III, Trust No. 1 0.35412% W. A. Yeager 0.66965%	Sunray DX Oil Company	None	Sunray DX Oil Company 100.00000%	4.11156	4.03296	
30	NW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	159.61	Fee 3-31-37 3-31-37 3-31-37	Southland Royalty Company 2.27679% Roger B. Owings 0.89286% Walter Lynch 1.78571% W. A. Yeager & J. M. Armstrong 1.33929% Mabee Royalties, Inc. 2.67857% Keohane, Inc. 0.75893% Etta Vivian Brooks, Ex. of Est. of Lloyd Garringer 0.00604% (Continued)	Marathon Oil Company Same as above Same as above	None	Marathon Oil Company 100.00000%	0.98325	2.79381	

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Percent Participation of Tract in Unit	
							Working Interest Owner and Percentage	Primary Secondary
31 (Continued)								
				Redfern Development Corporation				
				0.1157%				
				Roy G. Barton				
				0.1736%				
				Jack Markham				
				0.0869%				
				J. M. Welborn				
				0.0869%				
				Leland Davison &				
				Allie Gayle Davison				
				0.0289%				
				W. M. Osborn				
				0.0289%				
Federal Lands	-	-	-	200.00 Acres	-	5.32156% of Unit Area		
State Lands	-	-	-	639.04 Acres	-	17.00343% of Unit Area		
Fee Lands	-	-	-	2,919.26 Acres	-	77.67501% of Unit Area		
				3,758.30 Acres		100.00000% of Unit Area		

3615

HUMBLE OIL & REFINING COMPANY

MIDLAND, TEXAS 79701

EXPLORATION DEPARTMENT
SOUTHWESTERN DIVISION

POST OFFICE BOX 1600

September 13, 1967

In re: Paddock (San Angelo) Unit
LEA COUNTY, NEW MEXICO

Oil Conservation Commission
State of New Mexico
P. O. Box 2088
Santa Fe, New Mexico

Gentlemen:

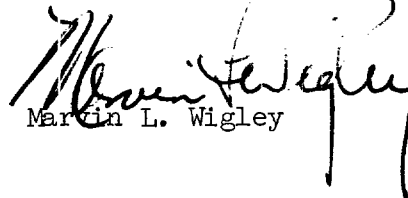
There is enclosed for your records the following instruments:

- (1) Three copies of Certificate of Effectiveness affecting the above captioned unit showing the recording information thereon.
- (2) Three copies of revised Exhibits "A" and "B".

Should you need additional information, please advise.

Yours very truly,

HUMBLE OIL & REFINING COMPANY


Martin L. Wigley

MLW:pp

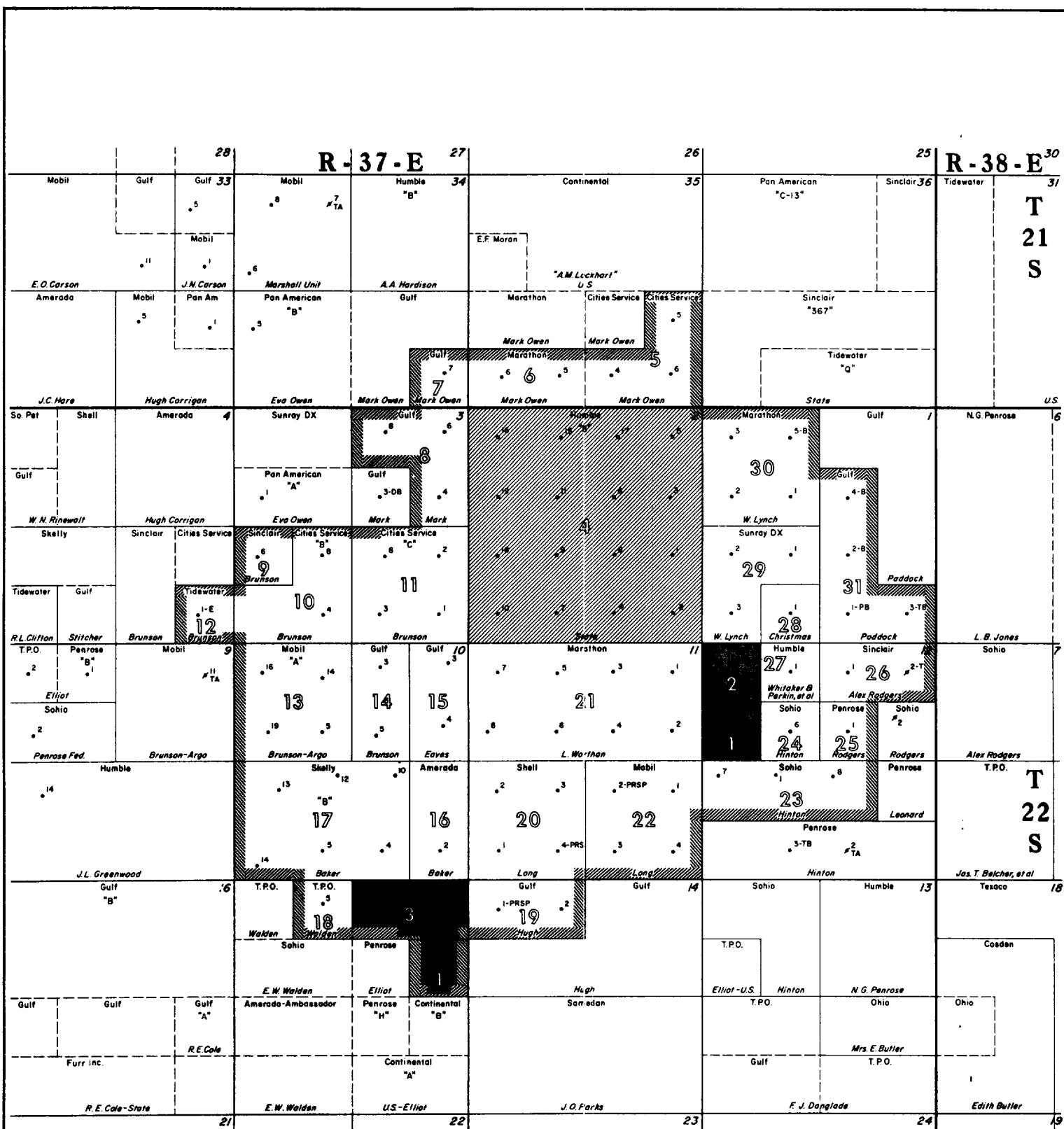
Enclosures

RECEIVED

67 SEP 18 AM 8 54

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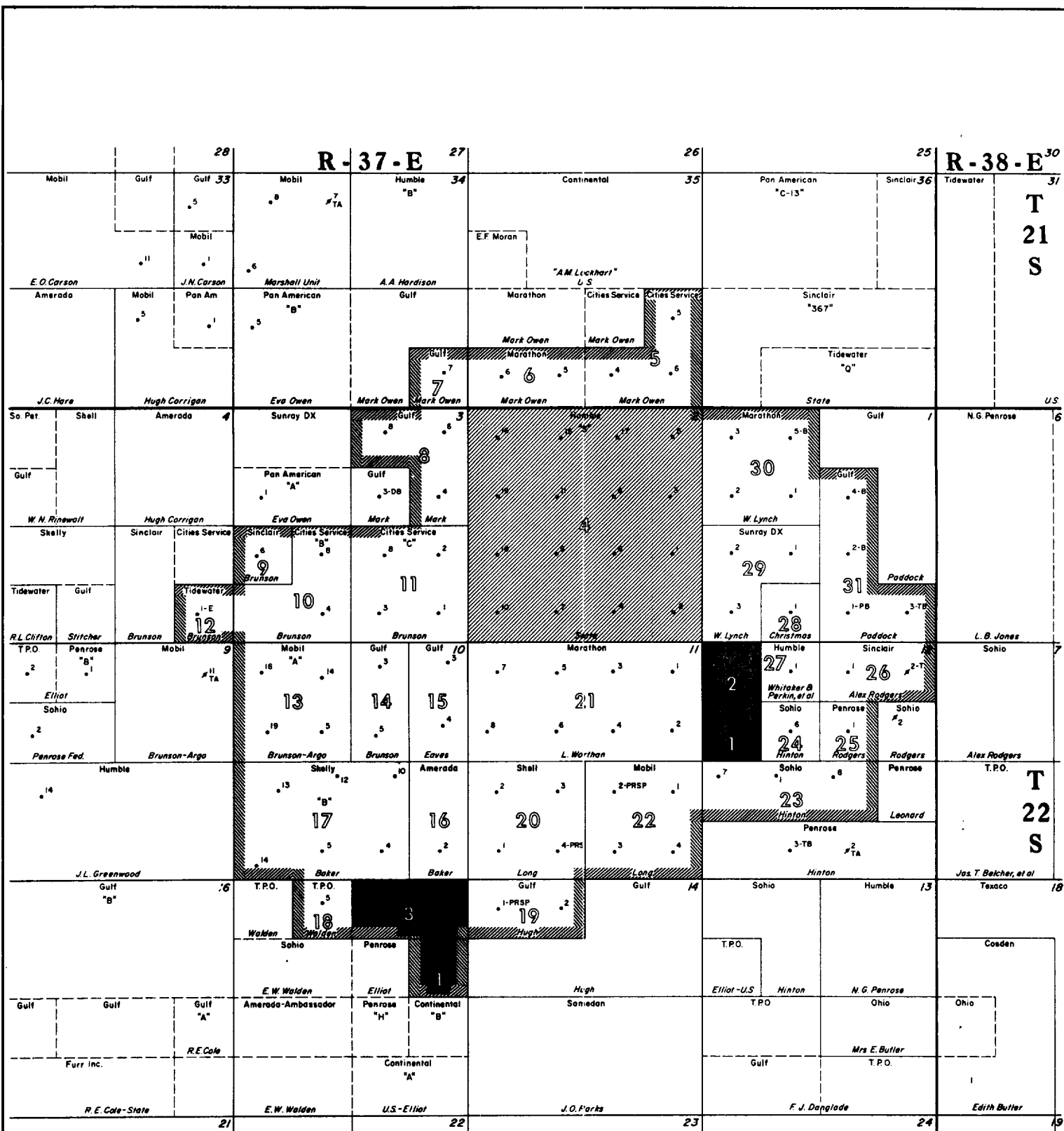
LEGEND

- 5.....TRACT NUMBER
- 2.....PADDOCK COMPLETION
- 2-PB.....DUAL PADDOCK-BLINEBRY
- 2-TB.....DUAL TUBB-BLINEBRY
- 2-DB.....DUAL DRINKARD-BLINEBRY
- 2-PRSP.....DUAL PENROSE SKELLY-PADDOCK
- 2-B.....BLINEBRY COMPLETION
- 2-T.....TUBB COMPLETION
-UNIT BOUNDARY
-STATE LEASE
-FEDERAL LEASE

NOTE: TRACTS 2,3,13,18,22,28
& 29 DID NOT QUALIFY FOR
PARTICIPATION IN THE UNIT
AS OF SEPTEMBER 1,1967

STATE AND FEDERAL
LEASE DESIGNATION
TRACT
1 LC 064427
2 NM 032369
3 NM 0557257
4 B 934

PADDOCK (SAN ANGELO) UNIT
LEA COUNTY, NEW MEXICO
REVISED
EXHIBIT "A"
EFFECTIVE SEPTEMBER 1,1967



LEGEND

- 5.....TRACT NUMBER
- 2.....PADDOCK COMPLETION
- 2-PB.....DUAL PADDOCK-BLINEBRY
- 2-TB.....DUAL TUBB-BLINEBRY
- 2-OB.....DUAL DRINKARD-BLINEBRY
- 2-PRSP.....DUAL PENROSE SKELLY-PADDOCK
- 2-B.....BLINEBRY COMPLETION
- 2-T.....TUBB COMPLETION
-UNIT BOUNDARY
- STATE LEASE
- FEDERAL LEASE

NOTE: TRACTS 2,3,13,18,22,28
& 29 DID NOT QUALIFY FOR
PARTICIPATION IN THE UNIT
AS OF SEPTEMBER 1,1967

STATE AND FEDERAL LEASE DESIGNATION

TRACT
1 LC 064427
2 NM 032369
3 NM 0557257
4 B 934

PADDOCK (SAN ANGELO) UNIT

LEA COUNTY, NEW MEXICO

REVISED EXHIBIT "A"

EFFECTIVE SEPTEMBER 1,1967

REVISED
EXHIBIT "B" TO UNIT AGREEMENT
EFFECTIVE SEPTEMBER 1, 1967
PADDOCK (San Angelo) UNIT
LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Overriding		Percent Participation of Tract in Unit
					Lessees of Record	Royalty Owner and Percentages	
1	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	LC 064427 6-30-67	USA 12.5% to 33-1/3% Schedule D	Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	0.00092
						Sohio Petroleum Company 66.66667% *Frank D. Brown, Jr., et al 31.66666% John B. Rich $\frac{1.66667\%}{100.00000\%}$	1.43071
2	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T-22-S, R-37-E	40	NM 032369 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc. Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	0.00000
						Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% *Frank D. Brown, Jr., et al 15.83334% John B. Rich $\frac{.83333\%}{100.00000\%}$	0.00000
3	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	NM 0557257 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc.	None	0.00000
						Joseph E. Seagraves & Sons, Inc. 100.00000%	0.00000
4	All Sec. 2, T-22-S, R-37-E	639.04	B-934 6-6-32	State 12.5%	Humble Oil & Refg. Co.	None	29.61553
						Humble Oil & Refg. Co. 100.00000%	26.23194
5	SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T-21-S R-37-E	120	Fee 11-1-41	Mark Owen 12.5%	Cities Service Oil Co.	None	3.12564
						Cities Service Oil Co. 100.00000%	2.75294
6	S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	80	Fee 2-13-37	Mark Owen 12.5%	Marathon Oil Co.	None	0.63881
						Marathon Oil Co. 100.00000%	1.27381
7	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T-21-S, R-37-E	40	Fee 9-17-35	Mark Owen 12.5%	Gulf Oil Corporation	None	2.07450
						Gulf Oil Corporation 100.00000%	1.41216
8	N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T-22-S R-37-E	119.53	Fee 9-17-35 10-17-35 10-19-35	Neil H. Mills & Albuquerque Nat'l Bank as Trustees under the trust indenture of the Stanley W. Crosby III Trust No. 1 0.3906%	Gulf Oil Corporation Same as above None	None	2.26304
						Gulf Oil Corporation 100.00000%	3.97236

*Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Company, Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 2

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
8 (Continued)									
9	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	40	Fee 3-21-27	Rubie C. Bell 0.3906%	The Fluor Corp., Ltd.	Sinclair Oil & Gas Co.	Sinclair Oil & Gas Co. 100.00000%	1.55212	1.59940
				Madine Owen, widow Johnny M. Owen, & Del Rose Owen Terry 3.1250%					
				M. W. Owen 3.1250%					
				Midwest Oil Corp. 4.0625%					
				Elyse Saunders Patterson 0.4688%					
				Sue Saunders Graham 0.4688%					
				Sally Saunders Tobles 0.4687%					
				Leonard W. Fristoe 0.97656%					
				Atlantic Richfield Co. 0.15625%					
				The Chase Manhattan Bank (Argo Production Payment) 2.96875%					
10	NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	120	Fee 3-21-27	Priscilla Susana Brunson Moody 6.83594%	The Fluor Corp., Ltd.	Cities Service Oil Co.	Cities Service Oil Co. 57.14286% Sinclair Oil & Gas Co. 42.85714% 100.00000%	7.97114	4.79979
				Leonard W. Fristoe 0.97656%					
				Atlantic Richfield Co. 0.15625%					
				The Chase Manhattan Bank (Argo Production Payment) 2.96875%					
				Priscilla Susana Brunson Moody 6.83594%					
				The Chase Manhattan Bank (Argo Production Payment) 2.96875%					
				Jessie B. Crump, Individ- ually, and Jessie B. Crump, David C. Elevins, & The Ft. Worth National Bank, Co-Trustees of the Joe and Jessie Crump Fund 3.12500%					
				The Chase Manhattan Bank (Argo Production Payment) 2.96875%					
				Jessie B. Crump, Individ- ually, and Jessie B. Crump, David C. Elevins, & The Ft. Worth National Bank, Co-Trustees of the Joe and Jessie Crump Fund 3.12500%					
				The Chase Manhattan Bank (Argo Production Payment) 2.96875%					
11	SE $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	160	Fee 3-21-27	The Chase Manhattan Bank (Argo Production Payment) 2.96875%	Cities Service Oil Co.	None	Cities Service Oil Co. 100.00000%	2.60463	5.06644

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 4

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
14	W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. 0.1563% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% W. T. Reed 3.1250% Mary Ruth McCrory 3.1250% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.000000%	3.92583 2.67444
15	E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. 0.1563% Bess Yearwood Trustee for Rose Eaves 3.1250% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% Effie Carter 1.5625% Powhatan Carter, Jr. 0.7812% Anderson Carter 0.7813% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.000000%	0.87284 2.16827
16	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 6-29-47 8-21-51 8-1-40 5-12-43	Constance E. Byers 3.12500% Hugh Corrigan III 0.78125% J. Patrick Corrigan 0.78125% June D. Speight 1.56250%	Skelly Oil Company Amerada Petroleum Corporation As above	Atlantic Richfield .19532% Skelly Oil 3.90625% The Chase Manhattan Bank (Argo Production Payment) 3.71093%	Amerada Petroleum 100.000000%	1.50868 2.82578

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding		Working Interest Owner		Percent Participation of Tract in Unit	
						Royalty Owner and Percentages		and Percentage		Primary	Secondary
16	(Continued)										
						Florence Thelma Hall, Individually, and Florence Thelma Hall, Florence Marie Hall & Merle J. Stewart, Trustees Under Will of G. T. Hall 0.78125%					
						Felice Sellmeyer Milvhill 0.78125%					
						Ralph Sellmeyer 0.78125%					
						Atlantic Richfield Co. 0.19531%					
						The Chase Manhattan Bank (Argo Production Payment) 3.71094%					
17	SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 10 T-22-S, R-37-E	240	Fee 4-19-35 4-23-35 4-24-35			Atlantic Richfield Co. Skelly Oil Co. 0.70801% Same as above The Chase Manhattan Bank Same as above (Argo Production Payment) 3.19824%	None	Skelly Oil Company 68.75000% Atlantic Richfield Co. 31.25000% 100.00000%		11.69469	8.00198
						The Midland National Bank Independent Executor and Trustee Under the Will of R. M. Barron, dec'd. 0.32551%					
						Constance E. Byers 0.58595%					
						High Corrigan III 0.78125%					
						J. Patrick Corrigan 0.78125%					
						First Trust Company of St. Paul for A/C of B. T. Gale 0.52084%					
						Mildred Moore 0.13020%					
						Newmont Oil Company 0.78125%					
						Roger B. Owings 0.52083%					
						The Fluor Corp., Ltd. 1.56250%					
						Ray R. Power 0.52084%					
						Dessa M. Ring 0.52083%					
						Southland Royalty Co. 1.56250%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
18	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15 T-22-S, R-37-E	40	Fee 10-5-26	Jean R. Altgelt 0.02604% Atlantic Richfield Co. 0.31250% The Chase Manhattan Bank (Argo Production Payment) 5.93750% Roy G. Barton 0.13021% June D. Speight 3.12500% Leland Davison and Allie G. Davison 0.11936% The Fluor Corp., Ltd. 0.39063% Julian W. Glass, Jr., Trustee 0.07812% Sue Rowan Laughlin 0.02604% Jack Markham 0.16276% C. B. Markham 0.19531% North Central Oil Corp. 0.39063% Felmont Oil Corp. 0.35156% Roger B. Owings 0.19532% W. M. Osborn 0.11935% Phillips Investment Corp. 0.07812% Rosalind Redfern 0.23872% John J. Redfern, Jr., Ind. as Atty. in Fact 0.23872% A. H. Rowan Ind. Ex. of Est. of Archibald H. Rowan, Jr., Dec'd. 0.02604% J. M. Welborn 0.35807%	Joseph E. Seagrams & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 15.83333% John B. Rich .83334% 100.00000%	None	0.00000 0.00000	0.00000 2.66145
19	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 14 T-22-S, R-37-E	80	Fee 8-15-35 8-14-35 8-6-35	Amerada Petroleum Corp. 1.1719% Roger B. Owings 0.1953%	Gulf Oil Corp. Same as above Same as above	None	Gulf Oil Corp. 100.00000%	0.20833 2.66145

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding		Percent Participation of Tract in Unit
						Royalty Owner and Percentages	Working Interest Owner and Percentage	
19 (Continued)								
				Raymonde P. Erszanski 0.7813%				
				W. A. Yeager 0.3906%				
				J. M. Armstrong 0.3906%				
				Jack Markham 0.1953%				
				J. M. Mouser 0.3906%				
				Roselind Redfern 0.1302%				
				Roy G. Barton 0.3906%				
				J. M. Welborn 0.1953%				
				W. M. Osborn 0.0651%				
				John J. Redfern, Ind. as Atty. in Fact 0.1302%				
				Lillian Hinkle Coll, Ind. & as Exe. & Trustee Under the Last Will & Testament of Max W. Coll, Deceased 0.9766%				
				Gordon M. Cone 0.1172%				
				First National Bank Roswell 0.5860%				
				The Surinners' Hospital for Crippled Children 0.1953%				
				Clarence E. Hinkle 0.3906%				
				Eli Jones 0.3906%				
				Leeman Jones 0.7813%				
				Keelane, Inc. 0.1953%				
				J. S. Tekell 0.2734%				
				Leland Davison and Allie Gayle Davison 0.0651%				
				Ralph Mix 0.0391%				
				Rubie C. Bell 0.1953%				

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
19	(Continued)							
				High Corrigan III 0.1953%				
				J. Patrick Corrigan 0.1953%				
				Astri Uinaes Thomle 0.0879%				
				Randi Brekke Foss 0.2637%				
				W. C. Driver, Ind. & as Ind. Ex. Est. of Julie Gann Driver, Deceased 0.0558%				
				Mrs. Ross Gann 0.0558%				
				Maud Gann Graham 0.0558%				
				Ollie Gann Cowden 0.0558%				
				Eva Gann Schierberl 0.0558%				
				Richard P. Gann 0.0558%				
				Joe B. Gann 0.0558%				
				Marjorie Cone Kastman, Gdn. 0.3906%				
				The Fluor Corp., Ltd. 0.7813%				
				June D. Speight 0.3906%				
				George Sims 0.3907%				
				Paleigh R. Sims 0.3906%				
				Willie P. Sims 0.3906%				
20	SW 1/4 Sec. 11 T-22-S, R-37-E	160	Fee 10-18-34	Jean Rowan Altgelt 0.15625%	Shell Oil Co.	None	Shell Oil Company 100.00000%	6.80983 3.57682
				High J. Hall 0.19531%				
				Mrs. Elizabeth Hannifin 0.09765%				
				Willie Bell Harron 1.17187%				
				Martha Rowan Hyder 0.15625%				
				Dolly R. Lane 1.17187%				

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
20 (Continued)									
				Sue Rowan Laughlin					
				0.15625%					
				John Long					
				1.17187%					
				Oscar D. Long					
				1.17188%					
				Wylie Long					
				1.17187%					
				Webbe Royalties, Inc.					
				0.87891%					
				Iela May Rodgers					
				1.17188%					
				A. H. Rowan, Ind. Ex. of					
				Est. Archibald H. Rowan,					
				Jr., Deceased					
				0.15625%					
				William Albert Rowan					
				0.15625%					
				J. E. Simmons					
				0.09766%					
				June D. Speight					
				0.39062%					
				Neomi L. Vaught					
				1.17188%					
				Estelle C. Williams					
				0.39063%					
				Frances Winkle					
				1.17188%					
				W. A. Yeager & J. M. Armstrong					
				0.29297%					
21	N E Sec. 11 T-22-S, R-37-E	320	Fee 10-22-30						
				Roger B. Owings	Marathon Oil Co.	None	Marathon Oil Company	13.66046	12.40954
				0.19531%			100.00000%		
				A. L. Cone					
				0.39063%					
				Roy G. Barton					
				0.46223%					
				Jack Markham					
				0.18717%					
				J. M. Welborn					
				0.18718%					
				W. A. Yeager					
				0.39063%					
				J. M. Armstrong					
				0.39063%					
				Keohane, Inc.					
				0.19531%					
				Robert G. Bradshaw					
				0.00058%					

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
21 (Continued)									
				Charles T. Callaher, 2nd 0.00018%					
				Joseph Wesley Callaher, 2nd 0.00018%					
				Grace C. Hayes 0.00018%					
				Elmer G. Johnson 0.00018%					
				Harry L. Jones & Isabel Jones as J/T with R/Sur. 0.00146%					
				Erwin F. Nicolin 0.00018%					
				J. R. Cone 0.31738%					
				W. M. Osborn 0.05371%					
				J. E. & Lila McKinney 0.03906%					
				Mrs. Elizabeth Cowser 0.03906%					
				Durwood H. Bradley 0.39063%					
				Donald L. Jones 0.19531%					
				Lillian Hinkle Coll, Ind. & as Ex. & Trustee Under the Last Will & Testament of Max W. Coll, Deceased 0.19531%					
				John E. Nutt 0.39062%					
				Southwestern Baptist Theological Seminary 0.31250%					
				Emmitt R. Jordan 0.19532%					
				Kathleen Cone 0.14649%					
				J. Hiram Moore 0.03906%					
				Adeline Z. Cone 0.22220%					
				Stephen E. Cone, Jr. 0.42969%					
				Polk Shelton 0.00854%					
				Owen W. McWhorter 0.00569%					
				Charles L. Cobb 0.00569%					

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
21 (Continued)									
				Wanda Zimmer 0.03906%					
				W. B. Trammell 0.01411%					
				John J. Redfern, Jr. 0.32063%					
				Jean Rowan Altgelt 0.03906%					
				Sisters of the Humility of Mary 0.03906%					
				Gertrude Archer 0.03906%					
				John A. Bell 0.01139%					
				Lewis W. Zelliff 0.01139%					
				Leland Davison 0.05371%					
				Republic National Bank Trust of the Abelow Family Trust No. 3608 Trust Dept. 0.00284%					
				Fred Sample 0.03906%					
				Gordon G. Berg 0.00036%					
				Martha Rowan Hyder 0.03907%					
				John L. Brady 0.00036%					
				David Cohen 0.00036%					
				Max R. Chudy 0.00364%					
				George W. Clark 0.00043%					
				Robert C. Bole 0.00179%					
				Edward M. Edwards 0.00091%					
				E. M. Edwards, Co. 0.00117%					
				Rose P. Fletman 0.00284%					
				Mrs. Carrie Gedwitz 0.00182%					
				Charles W. Hastings 0.00036%					

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
21	(Continued)							
					Cora Davis Holman, Ind. Ex. of Est. of George P. Holman, Deceased 0.00041%			
					Josephine Radue 0.00117%			
					Leila McConnell, a widow, Ind. & as Ind. Ex. of the Est. of John E. McConnell, Jr., Deceased 0.00728%			
					Howard W. Bradshaw 0.00058%			
					Ida Miller 0.00018%			
					Flora G. Sarkisian 0.00175%			
					Ellis Rudy 0.00061%			
					Catherine A. Sheridan 0.00283%			
					Executors of Estate of Joseph H. Knapp, Dec'd. 0.00036%			
					J. Franklin Zouck 0.00058%			
					Delia B. Edwards 0.00055%			
					William Albert Rowan 0.03906%			
					Alice K. Corkery 0.31250%			
					Max A. Thurber, Trustee 0.78125%			
					Department of Mental Hygiene of the State of California Gdn. of Est. of Alfred Fred Holthouse 0.07813%			
					Lavena Howard, Ind. Ex. & Trustee of Est. of L. A. Howard, Dec'd. 0.00569%			
					Robert R. McKee 0.00009%			
					Frank McDougall 0.00489%			
					Hugh Corrigan III 0.39062%			
					J. Patrick Corrigan 0.39063%			

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Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
							Primary	Secondary
22 (Continued)								
		8-10-49	J. M. Armstrong	Mobil Oil Company		Dr. J. T. Krueger		
		2-21-56	0.14649%	Phillips Petr. Co.		1.56300%		
		4-9-45	Roy G. Barton	Same as above		Ida Harper		
		2-6-45	0.19531%	Same as above		1.26900%		
		4-10-46	L. W. Biddick			Helen T. Cox		
			0.14844%			0.29300%		
			SEA Properties, Ltd.			100.00000%		
			1.48437%					
			Pauline Lemon Buchanan					
			0.02969%					
			Reese Cleveland					
			0.19531%					
			Helen T. Cox					
			0.03662%					
			Lura Flanagan					
			0.09765%					
			Llanae Forbes					
			0.14844%					
			Hugh J. Hall					
			0.19531%					
			Ida Harper					
			0.15869%					
			Willie Bell Herron					
			0.58593%					
			H. L. Hufman					
			0.02344%					
			Martha Louise Hyder					
			0.15625%					
			Elba M. Jones					
			0.14843%					
			Vicki Anderson Jones					
			0.05859%					
			Dr. J. T. Krueger					
			0.19531%					
			Dolly R. Lane					
			0.58594%					
			Sue Rowan Laughlin					
			0.15625%					
			Wylie Long					
			2.14844%					
			John Wesley Long					
			0.58594%					
			O. D. Long					
			0.58594%					
			Neomi Long Lyons					
			0.58594%					
			Mabee Royalties, Inc.					
			0.87891%					
			Mary Markey					
			0.02969%					

Tract Description No. of Land	No. of Acres	Serial No. of Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentages	Percent Participation of Tract in Unit Primary	Secondary
22 (Continued)								
			Lelah Mae Rodgers 0.58594%					
			Velma Roring 0.14844%					
			William Albert Rowan 0.15625%					
			Arch H. Rowan & Co., Ltd. 0.15625%					
			Samadan Oil Corporation 0.47500%					
			J. E. Simmons 0.09766%					
			Rena Sims 0.02969%					
			Smith Spradling 0.14844%					
			M. E. Tate & Inez Tate 0.14844%					
			Frances Drummer 0.02968%					
			Jane Johnson Wilson 0.01563%					
			Frances E. Winkle 0.58593%					
			W. A. Yeager 0.14649%					
23	NW ¹ SW ¹ , NW ¹ SE ¹ Sec. 12, T-22-S R-37-E	120	J. P. Gusack 0.78125%	Sohio Petroleum Co. et al	None	Sohio Petroleum Co. 66.66667%	1.74902	2.31121
			Samadan Oil Corp. 0.78125%	Same as above		Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor.		
			Mrs. A. M. Perkins 0.97656%	Same as above		31.66666%		
			Ed M. Whitaker 0.58594%			John B. Rich 1.66667%		
			J. R. Hinton 4.68750%			100.00000%		
			Ada Hinton 4.68750%					
24	SE ¹ NW ¹ Sec. 12 T-22-S, R-37-E	40	J. P. Gusack 0.78125%	Sohio Petroleum Company, et al	J. R. Hinton 2.05078% to	The Fort Worth Nat'l Bank Trustee Trust 1979 50.00000%	2.71916	2.16563
			Samadan Oil Corp. 0.78125%	Same as above	4.10156%			
			Mrs. A. M. Perkins 0.97656%	Same as above	Ada Hinton 2.05078% to	Sohio Petroleum Co. 33.33333%		
					4.10156%			

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
24	(Continued)			Ed M. Whitaker 0.58594%			Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co. Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor.		
				J. R. Hinton 4.68750%			15.83334%		
				Ada Hinton 4.68750%			John B. Rich 0.83333%		
							<u>100.00000%</u>		
25	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 12 40 T-22-S, R-37-E		Fee 12-31-41	Vicki Anderson Jones 0.11718%	Fort Worth Nat'l Bank, Trustee	None	Fort Worth National Bank, Trustee (Trust No. 1979) (Operated by Neville G. Penrose)	1.22642	1.07868
				Warren D. Anderson 0.11719%					
				L. W. Haddock 0.14062%					
				SEA Properties, Ltd. 1.40625%					
				Pauline Lemon Buchanan 0.02812%					
				Ila Mae Forbes 0.14062%					
				H. L. Huffman 0.04688%					
				Elba M. Jones 0.14063%					
				Mary Markey 0.02812%					
				Alexander Rodgers 6.25000%					
				Velma Foring 0.14063%					
				Samedan Oil Corp. 0.45000%					
				Jean Simmons Shipley 0.78125%					
				J. E. Simmons 2.34375%					
				Rena Sims 0.02813%					
				Smith Spadling 0.14063%					
				M. E. Tate & Inez Tate 0.14062%					
				Frances Trummer 0.02813%					
				Jane Johnson Wilson 0.03125%					

Tract No.	Description of Land	No. of Acres	Serial No. of & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Overriding		Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
					Royalty Owner and Percentages			Primary	Secondary
26	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	80	5-17-43	Warren Anderson 0.11719% L. W. Biddick 0.14063% SEA Properties, Ltd. 1.40625% P. L. Buchanan 0.02812% Ila Mae Forbes 0.14062% E. L. Hufman 0.04688% Elba M. Jones 0.14063% Vicki Anderson Jones 0.11718% Mary Markey 0.02812% A. Rodgers 6.25000% Velma Roring 0.14062% Samedan Oil Corp. 0.45000% Jean Shipley 0.78125% J. E. Simmons 2.34375% Rene Sims 0.02813% Smith Spreading 0.14062% M. E. & Inez Tate 0.14063% Frances Drummer 0.02813% Jane J. Wilson 0.03125%	Sinclair Oil & Gas Co. None	None	Sinclair Oil & Gas Co. 100.00000%	2.93643	2.36272
27	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	40	Free	Ed M. Whitaker 4.68750% Mrs. A. M. Perkins 4.68750% Lula Cone, Dec'd 1.56250% James L. Greene, Jr. 0.78125% Betty Jo Greene Morgan 0.78125%	Humble Oil & Refining Co. Same as above Same as above Same as above	None	Humble Oil & Refining Co. 100.00000%	1.26270	1.39893

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
28	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	40	Fee 2-22-37	Joyce C. Brown & B. A. Christmas, Jr., Co-Ex. of Est. of Annie L. Christmas, dec'd. 6.25000% Wayne Cowden 6.25000%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000 0.00000
29	N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T-22-S, R-37-E	120	Fee 1-25-37	J. M. Armstrong 0.66965% Rbbie C. Bell 0.35413% Etta Vivian Brooks, Ex. of Est. of Lloyd Garring 0.00603% Mrs. Sue Saunders Graham 0.68452% Keohane, Inc. 0.75893% Walter Lynch 1.78572% Mabee Royalties, Inc. 2.67857% Roger B. Owings 0.89285% Elyse Saunders Patterson 0.68452% Southland Royalty Co. 2.27678% Sally Saunders Tobes 0.68453% Neil H. Wills and Nat'l Bank of Albuquerque, N. M., Trustees under Stanley W. Crosby III, Trust No. 1 0.35412% W. A. Yeager 0.66965%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000 0.00000
30	NW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	159.61	Fee 3-31-37 3-31-37 3-31-37	Southland Royalty Co. 2.27679% Roger B. Owings 0.89286% Walter Lynch 1.78571% W. A. Yeager & J. M. Armstrong 1.33929%	Marathon Oil Co. Same as above Same as above	None	Marathon Oil Company 100.00000%	1.34257 3.35981

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary
30 (Continued)									
				Mabee Royalties, Inc.					
				2.67857%					
				Keohane, Inc.					
				0.75893%					
				Etta Vivian Brooks, Ex.					
				of Est. of Lloyd Garringer					
				0.00604%					
				Elyse Saunders Patterson					
				0.68452%					
				Sue Saunders Graham					
				0.68452%					
				Sally Saunders Toles					
				0.68453%					
				Rubie C. Bell					
				0.35412%					
				Neil H. Wills & The					
				Albuquerque Nat'l Bank,					
				Tr. of Stanley W. Crosby III					
				Trust No. 1					
				0.35412%					
31	S&S SW 1/4 N-22-S, R-37-E	160	Fee						
			4-26-35	Continental Oil Co.	Gulf Oil Corp.	None	Gulf Oil Corporation	0.23671	4.26763
			12-21-44	2.3438%	Same as above		95.83300%		
			12-23-44	Southland Royalty Co.	Same as above		*Redfern Development Corp.		
			12-26-44	0.7812%	Same as above		.92600%		
			12-21-44	The Home-Stake Royalty	Same as above		*Roy G. Barton		
			12-20-44	Corp.	Same as above		1.38900%		
			12-21-44	1.5625%	Same as above		*Back Markham		
			12-21-44	The Home-Stake Oil	Same as above		.69500%		
			12-21-44	& Gas Co.	Same as above		*J. M. Welborn		
			12-21-44	1.5625%	Same as above		.69500%		
			12-21-44	Patil Stebbins & The	Same as above		*W. M. Osborn		
			3-3-45	Fourth Nat'l Bank of	Same as above		.23100%		
			*3/72 unleased	Tulsa	*3/72 unleased				
				0.4557%			*Teland Davidson &		
				John J. Redfern, Jr.,			Allie Gayle Davidson		
				Ind. & Atty. in Fact			.23100%		
				0.1042%			100.00000%		
				L. H. Tyson					
				0.1563%					
				Edith T. Akers					
				0.1042%					
				Ursula Jones Goss					
				0.1302%					
				Idille Eliland					
				0.5208%					
				Kathleen Jones Hayes					
				0.1302%					

*This 3/72 unleased mineral interest is handled as a carried working interest.

Tract Description No. of Land	Serial No. No. of & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract In Unit	
						Primary	Secondary
31 (Continued)							
			Leotis Jones Johnston				
			0.1302%				
			Otis Leonard Jones				
			0.1302%				
			Annie McLaughlin				
			1.5625%				
			Bessie Montgomery				
			0.5208%				
			Gladys Petrilla				
			0.1302%				
			Drury R. Tankersley				
			0.1042%				
			Charles R. Towry				
			0.3906%				
			Pauline J. Young				
			0.1302%				
			Darrell Gaither Paddock				
			0.1953%				
			Leavell Corporation				
			0.4557%				
			Jeanette Paddock Miller				
			0.1953%				
			Midland National Bank				
			Tr. Acct. 67				
			0.0521%				
			H. W. Benischek				
			0.1302%				
			Redfern Development Corp.				
			0.1157%				
			Roy G. Barton				
			0.1736%				
			Jack Markham				
			0.0869%				
			J. M. Welborn				
			0.0869%				
			Leland Davison &				
			Allie Gayle Davison				
			0.0289%				
			W. M. Osborn				
			0.0289%				
Federal Lands	-		200.00 Acres	-	5.32156% of Unit Area		
State Lands	-		639.04 Acres	-	17.00343% of Unit Area		
Fee Lands	-		2919.14 Acres	-	77.67501% of Unit Area		
			3758.18 Acres		100.00000% of Unit Area		

REVISED
EXHIBIT "B" TO UNIT AGREEMENT
EFFECTIVE SEPTEMBER 1, 1967
PADDOCK (San Angelo) UNIT
LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Overriding		Percent Participation of Tract in Unit
					Lessees of Record	Royalty Owner and Percentages	
1	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, SE $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	LC 064427 6-30-67	USA 12.5% to 33-1/3% Schedule D	Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	0.00092 1.43071
						Sohio Petroleum Company 66.66667% *Frank D. Brown, Jr., et al 31.66666% John B. Rich 1.66667% 100.00000%	
2	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T-22-S, R-37-E	40	NM 032369 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc. Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	0.00000 0.00000
						Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% *Frank D. Brown, Jr., et al 15.83334% John B. Rich .83333% 100.00000%	
3	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	NM 0537257 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc.	None	0.00000 0.00000
4	All Sec. 2, T-22-S, R-37-E	639.04	B-934 6-6-32	State 12.5%	Humble Oil & Refg. Co.	None	29.61553 26.23194
5	E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T-21-S R-37-E	120	Fee 11-1-41	Mark Owen 12.5%	Cities Service Oil Co.	None	3.12564 2.75294
6	S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	80	Fee 2-13-37	Mark Owen 12.5%	Marathon Oil Co.	None	0.63881 1.27381
7	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T-21-S, R-37-E	40	Fee 9-17-35	Mark Owen 12.5%	Gulf Oil Corporation	None	2.07450 1.41216
8	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T-22-S R-37-E	119.53	Fee 9-17-35 10-17-35 10-19-35	Neil H. Wills & Albuquerque Nat'l Bank as Trustees under the trust indenture of the Stanley W. Crosby III Trust No. 1 0.3906%	Gulf Oil Corporation Same as above	None	2.26304 3.97236

*Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Company, Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

<u>Tract No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. & Exp. Date of Lease</u>	<u>Basic Royalty Ownership and Percentages</u>	<u>Lessee of Record</u>	<u>Overriding Royalty Owner and Percentages</u>	<u>Working Interest Owner and Percentage</u>	<u>Percent Participation of Tract in Unit Primary</u>	<u>Secondary</u>
11 (Continued)				Leonard W. Fristoe 0.39062% Charles Pfile 1.56250% Atlantic Richfield Co. 0.15625% Priscilla Susana Brunson Moody 2.73438% J. E. Simmons 1.56250%					
12	SE ¹ / ₄ Sec. 4 T-22-S, R-37-E	40	Fee 7-11-38 7-11-38 7-11-38	Atlantic Richfield Co. 0.23438% The Chase Manhattan Bank (Argo Production Payment) 4.45312% The Fluor Corp., Ltd. 2.34375% Leonard W. Fristoe 1.40381% Priscilla Susana Brunson Moody 9.82666%	Tidewater Oil Co. Same as above Same as above	The Fluor Corp., Ltd. 1/8 of 1/16 when any well produces over 35 B.O.P.D.	Tidewater Oil Company 100.00000%	-	0.19756
13	NW ¹ / ₄ Sec. 10, T-22-S, R-37-E	160	Fee 5-30-39 5-30-39	Atlantic Richfield Co. 0.15625% Durwood H. Bradley 0.78125% The Chase Manhattan Bank (Argo Production Payment) 2.36875% Marjorie Cone Kastman, et al of the Est. of S. E. Cone 0.78125% Leonard W. Fristoe 0.39062% Dr. J. T. Krueger 0.39062% O. L. Nislar 0.39063% The Fluor Corp., Ltd. 3.12500% Priscilla Susana Brunson Moody 2.73438% Hattie Cone Williams 0.78125%	Mobil Oil Co. Same as above	None	Mobil Oil Company 100.00000%	0.00000	0.00000

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
14	W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. 0.1563% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% W. T. Reed 3.1250% Mary Ruth McCrory 3.1250% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.000000%	3.92583 2.67444
15	E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. 0.1563% Bess Yearwood Trustee for Rose Hayes 3.1250% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% Effie Carter 1.5625% Powhatan Carter, Jr. 0.7812% Anderson Carter 0.7813% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.000000%	0.87284 2.16827
16	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 6-29-47 8-21-51 8-1-40 5-12-43	Constance E. Byers 3.12500% Hugh Corrigan III 0.78125% J. Patrick Corrigan 0.78125% June D. Speight 1.56250%	Skelly Oil Company Amerada Petroleum Corporation As above	Atlantic Richfield .19532% Skelly Oil 3.90625% The Chase Manhattan Bank (Argo Production Payment) 3.71093%	Amerada Petroleum 100.000000%	1.50868 2.82578

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
18	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15 T-22-S, R-37-E	40	Fee 10-5-26	Jean R. Altgelt 0.02604% Atlantic Richfield Co. 0.31250% The Chase Manhattan Bank (Argo Production Payment) 5.93750% Roy G. Barton 0.13021% June D. Speight 3.12500% Ieland Davison and Allie G. Davison 0.11936% The Fluor Corp., Ltd. 0.39063% Julian W. Glass, Jr., Trustee 0.07812% Sue Rowan Laughlin 0.02604% Jack Markham 0.16276% C. B. Markham 0.19531% North Central Oil Corp. 0.39063% Felmont Oil Corp. 0.35156% Roger B. Owings 0.19532% W. M. Osborn 0.11935% Phillips Investment Corp. 0.07812% Rosalind Redfern 0.23872% John J. Redfern, Jr., Ind. as Atty. in Fact 0.23872% A. H. Rowan Ind. Ex. of Est. of Archibald H. Rowan, Jr., Dec'd. 0.02604% J. M. Welborn 0.35807%	Joseph E. Seagrams & Sons, Inc. Sohio Petroleum Co. Frank D. Brown, Jr., H. Parksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. John B. Rich	None	Joseph E. Seagrams & Sons, Inc. 50.00000% 33.33333% 15.83333% 83334% 100.00000%	0.00000 0.00000
19	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 14 T-22-S, R-37-E	80	Fee 8-15-35 8-14-35 8-6-35	Amerada Petroleum Corp. 1.1719% Roger B. Owings 0.1953%	Gulf Oil Corp. Same as above Same as above	None	Gulf Oil Corp. 100.00000%	0.20833 2.66145

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Royalty Owner and Percentages		Primary	Secondary
19 (Continued)									
				Raymonde P. Erszanski 0.7813%					
				W. A. Yeager 0.3906%					
				J. M. Armstrong 0.3906%					
				Jack Markham 0.1953%					
				J. M. Mouser 0.3906%					
				Rosalind Redfern 0.1302%					
				Roy G. Barton 0.3906%					
				J. M. Welborn 0.1953%					
				W. M. Osborn 0.0651%					
				John J. Redfern, Ind. as Atty. in Fact 0.1302%					
				Lillian Hinkle Coll, Ind. & as Exe. & Trustee Under the last Will & Testament of Max W. Coll, Deceased 0.9766%					
				Gordon M. Cone 0.1172%					
				First National Bank Roswell 0.5860%					
				The Striners' Hospital for Crippled Children 0.1953%					
				Clarence E. Hinkle 0.3906%					
				Eli Jones 0.3906%					
				Leeman Jones 0.7813%					
				Keenane, Inc. 0.1953%					
				J. S. Tekell 0.2734%					
				Leland Davison and Allie Gayle Davison 0.0651%					
				Ralph Mix 0.0391%					
				Rubie C. Bell 0.1953%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
19	(Continued)								
				High Corrigan III 0.1953%					
				J. Patrick Corrigan 0.1953%					
				Astri Umaes Thomle 0.0879%					
				Randi Brekke Foss 0.2637%					
				W. C. Driver, Ind. & as Ind. ex. Est. of Julie Gann Driver, Deceased 0.0558%					
				Mrs. Ross Gann 0.0558%					
				Maud Gann Graham 0.0558%					
				Ollie Gann Cowden 0.0558%					
				Eva Gann Schierberl 0.0558%					
				Richard P. Gann 0.0558%					
				Joe B. Gann 0.0558%					
				Marjorie Cone Kastman, Gdn. 0.3906%					
				The Fluor Corp., Ltd. 0.7813%					
				June D. Speight 0.3906%					
				George Sims 0.3907%					
				Faleigh R. Sims 0.3906%					
				Willie P. Sims 0.3906%					
20	SW $\frac{1}{4}$ Sec. 11 T-22-S, R-37-E	160	Fee 10-18-34	Jean Rowan Altgelt 0.15625%	Shell Oil Co.	None	Shell Oil Company 100.00000%	6.80983	3.57682
				High J. Hall 0.19531%					
				Mrs. Elizabeth Hannifin 0.09765%					
				Willie Bell Herron 1.17187%					
				Martha Rowan Hyder 0.15625%					
				Dolly R. Lane 1.17187%					

Tract No.	Description of Land	No. of Acres	Serial No. of Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Percent Participation of Tract in Unit Secondary
20 (Continued)									
				Sue Rowan Laughlin 0.15625%					
				John Long 1.17187%					
				Oscar D. Long 1.17188%					
				Wylie Long 1.17187%					
				Wabee Royalties, Inc. 0.87891%					
				Iela May Rodgers 1.17189%					
				A. H. Rowan, Ind. Ex. of Est. Archibald H. Rowan, Jr., Deceased 0.15625%					
				William Albert Rowan 0.15625%					
				J. E. Simmons 0.09766%					
				June D. Speight 0.39062%					
				Neomi L. Vaught 1.17188%					
				Bettie C. Williams 0.39063%					
				Frances Winkle 1.17189%					
				W. A. Yeager & J. M. Armstrong 0.29297%					
21	W ₂ Sec. 11 T-22-S, R-37-E	320	Fee 10-22-30	Roger B. Owings 0.19531%	Marathon Oil Co.	None	Marathon Oil Company 100.00000%	13.66046	12.40954
				A. L. Cone 0.39063%					
				Roy G. Barton 0.46223%					
				Jack Markham 0.18717%					
				J. M. Welborn 0.18719%					
				W. A. Yeager 0.39063%					
				J. M. Armstrong 0.39063%					
				Keohane, Inc. 0.19531%					
				Robert G. Bradshaw 0.00058%					

Tract Description No. of Land	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
21 (Continued)						
			Charles T. Callahan, 2nd			
			0.00018%			
			Joseph Wesley Callahan, 2nd			
			0.00018%			
			Grace C. Hayes			
			0.00018%			
			Elmer G. Johnson			
			0.00018%			
			Harry L. Jones & Isabel			
			Jones as J/T with R/Sur.			
			0.00146%			
			Erwin F. Nicolin			
			0.00018%			
			J. R. Cone			
			0.31738%			
			W. M. Osborn			
			0.05371%			
			J. E. & Lila McKinney			
			0.03906%			
			Mrs. Elizabeth Cowser			
			0.03906%			
			Darwood H. Bradley			
			0.39063%			
			Donald L. Jones			
			0.19531%			
			Lillian Hinkle Coll, Ind.			
			& as Ex. & Trustee Under			
			the Last Will & Testament			
			of Max W. Coll, Deceased			
			0.19531%			
			John E. Mutt			
			0.39062%			
			Southwestern Baptist			
			Theological Seminary			
			0.31250%			
			Emmitt R. Jordan			
			0.19532%			
			Kathleen Cone			
			0.14649%			
			J. Hiram Moore			
			0.03906%			
			Adeline Z. Cone			
			0.22220%			
			Stephen E. Cone, Jr.			
			0.42969%			
			Polk Shelton			
			0.00854%			
			Owen W. McWhorter			
			0.00569%			
			Charles L. Cobb			
			0.00569%			

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Royalty Owner and Percentages		Primary	Secondary
21 (Continued)									
				Wanda Zimmer 0.03906%					
				W. B. Traummell 0.01411%					
				John J. Redfern, Jr. 0.32063%					
				Jean Rowan Altgelt 0.03906%					
				Sisters of the Humility of Mary 0.03906%					
				Gertrude Archer 0.03906%					
				John A. Bell 0.01139%					
				Lewis W. Zeffiff 0.01139%					
				Ieland Davison 0.05371%					
				Republic National Bank Trust of the Abelow Family Trust No. 3608 Trust Dept. 0.00284%					
				Fred Sample 0.03906%					
				Gordon G. Berg 0.00036%					
				Martha Rowan Hyder 0.03907%					
				John L. Brady 0.00036%					
				David Cohen 0.00036%					
				Max R. Chudy 0.00364%					
				George W. Clark 0.00043%					
				Robert C. Bole 0.00179%					
				Edward M. Edwards 0.00091%					
				E. M. Edwards, Co. 0.00117%					
				Rose P. Fletman 0.00284%					
				Mrs. Carrie Gedwitz 0.00182%					
				Charles W. Hastings 0.00036%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
							Primary	Secondary
21 (Continued)								
			Cora Davis Holman, Ind. Ex. of Est. of George P. Holman, Deceased 0.00041%					
			Josephine Radue 0.00117%					
			Leila McConnell, a widow, Ind. & as Ind. Ex. of the Est. of John E. McConnell, Jr., Deceased 0.00728%					
			Howard W. Bradshaw 0.00058%					
			Ida Miller 0.00018%					
			Flora G. Sarkisian 0.00175%					
			Ellis Rudy 0.00061%					
			Catherine A. Sheridan 0.00283%					
			Executors of Estate of Joseph H. Knapp, Dec'd. 0.00036%					
			J. Franklin Zouck 0.00058%					
			Delia B. Edwards 0.00055%					
			William Albert Rowan 0.03906%					
			Alice K. Corkery 0.31250%					
			Max A. Thurber, Trustee 0.78125%					
			Department of Mental Hygiene of the State of California Gdn. of Est. of Alfred Fred Holthouse 0.07813%					
			Lavena Howard, Ind. Ex. & Trustee of Est. of L. A. Howard, Dec'd. 0.00569%					
			Robert R. McKee 0.00009%					
			Frank McDougall 0.00489%					
			Bugh Corrigan III 0.39062%					
			J. Patrick Corrigan 0.39063%					

Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
							Primary	Secondary
22 (Continued)		8-10-49	J. M. Armstrong	Mobil Oil Company		Dr. J. T. Krueger		
		2-21-56	0.14649%	Phillips Petr. Co.		1.56300%		
		4-9-45	Roy G. Barton	Same as above		Ida Harper		
		2-6-45	0.19531%	Same as above		1.26900%		
		4-10-46	L. W. Biddick			Helen T. Cox		
			0.14844%			0.29300%		
			SEA Properties, Ltd.			100.00000%		
		1.48437%						
			Pauline Lemon Buchanan					
		0.02969%						
			Reese Cleveland					
			0.19531%					
			Helen T. Cox					
			0.03662%					
			Lura Flanagan					
			0.09765%					
			Ilmae Forbes					
			0.14844%					
			Hugh J. Hall					
			0.19531%					
			Ida Harper					
			0.15869%					
			Willie Bell Herron					
			0.58593%					
			H. L. Huffman					
			0.02344%					
			Martha Louise Hyder					
			0.15625%					
			Elba M. Jones					
			0.14843%					
			Vicki Anderson Jones					
			0.05859%					
			Dr. J. T. Krueger					
			0.19531%					
			Dolly R. Lane					
			0.58594%					
			Sue Rowan Laughlin					
			0.15625%					
			Wylie Long					
			2.14844%					
			John Wesley Long					
			0.58594%					
			O. D. Long					
			0.58594%					
			Neomi Long Lyons					
			0.58594%					
			Mabee Royalties, Inc.					
			0.87891%					
			Mary Markey					
			0.02969%					

Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentages	Percent Participation of Tract in Unit Primary Secondary
22 (Continued)							
			Leah Mae Rodgers				
			0.58594%				
			Velma Roring				
			0.14844%				
			William Albert Rowan				
			0.15625%				
			Arch H. Rowan & Co., Ltd.				
			0.15625%				
			Samedan Oil Corporation				
			0.47500%				
			J. E. Simmons				
			0.09766%				
			Rena Sims				
			0.02969%				
			Smith Spradling				
			0.14844%				
			M. E. Tate & Inez Tate				
			0.14844%				
			Frances Trummer				
			0.02968%				
			Jane Johnson Wilson				
			0.01563%				
			Frances E. Winkle				
			0.58593%				
			W. A. Yeager				
			0.14649%				
23 NW ¹ SW ¹ , NW ¹ SE ¹ 120							
Sec. 12, T-22-S		Fee	J. P. Gusack	Sohio Petroleum Co.	None	Sohio Petroleum Co.	1.74902
R-37-E		12-31-41	0.78125%	et al		66.66667%	2.31121
		12-31-41	Samedan Oil Corp.	Same as above		Frank D. Brown, Jr.,	
		12-31-41	0.78125%	Same as above		H. Barksdale Brown,	
			Mrs. A. M. Perkins			John B. Rich & Mercantile	
			0.97656%			Safe Deposit & Trust Co.,	
			Ed M. Whitaker			Trustees, under trusts created	
			0.58594%			in item 11 (b) of Trust Agree-	
			J. R. Hinton			ment dated March 25, 1965, of	
			4.68750%			which Donaldson Brown was the	
			Ada Hinton			Grantor.	
			4.68750%			31.66666%	
						John B. Rich	
						1.66667%	
						100.00000%	
24 SE ¹ NW ¹ Sec. 12 40							
T-22-S, R-37-E		Fee	J. P. Gusack	Sohio Petroleum	J. R. Hinton	The Fort Worth Nat'l Bank	2.71916
		10-11-44	0.78125%	Company, et al	2.05078% to	Trustee Trust 1979	2.16563
		10-25-44	Samedan Oil Corp.	Same as above	4.10156%	50.00000%	
		10-26-45	0.78125%	Same as above	Ada Hinton	Sohio Petroleum Co.	
			Mrs. A. M. Perkins		2.05078% to	33.33333%	
			0.97656%		4.10156%		

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
24	(Continued)			Ed M. Whitaker 0.58594% J. R. Hinton 4.68750% Ada Hinton 4.68750%			Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co. Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 15.83334% John B. Rich 0.83333% 100.00000%		
25	SW 1/4 NE 1/4 Sec. 12 T-22-S, R-37-E	40	Fee 12-31-41	Vicki Anderson Jones 0.11718% Warren D. Anderson 0.11719% L. W. Biddick 0.14062% SEA Properties, Ltd. 1.40625% Pauline Lemon Buchanan 0.02812% Ila Mae Forbes 0.14062% H. L. Huffman 0.04688% Elba M. Jones 0.14063% Mary Markey 0.02812% Alexander Rodgers 6.25000% Velma Roring 0.14063% Samedan Oil Corp. 0.45000% Jean Simmons Shipley 0.78125% J. E. Simmons 2.34375% Rena Sims 0.02813% Smith Spradling 0.14063% M. E. Tate & Inez Tate 0.14062% Frances Trummer 0.02813% Jane Johnson Wilson 0.03125%	Fort Worth Nat'l Bank, Trustee	None	Fort Worth National Bank, Trustee (Trust No. 1979) (Operated by Neville G. Penrose) 100.00000%	1.22642	1.07868

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
28	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	40	Fee 2-22-37	Joyce C. Brown & B. A. Christmas, Jr., Co-Ex. of Est. of Annie L. Christmas, dec'd. 6.25000% Wayne Cowden 6.25000%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000	0.00000
29	N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T-22-S, R-37-E	120	Fee 1-25-37	J. M. Armstrong 0.66965% Rubie C. Bell 0.35413% Etta Vivian Brooks, Ex. of Est. of Lloyd Carringer 0.00603% Mrs. Sue Saunders Graham 0.68452% Keohane, Inc. 0.75893% Walter Lynch 1.78572% Mabee Royalties, Inc. 2.67857% Roger B. Owings 0.89285% Elyse Saunders Patterson 0.68452% Southland Royalty Co. 2.27678% Sally Saunders Toles 0.68453% Neil H. Wills and Nat'l Bank of Albuquerque, N. M., Trustees under Stanley W. Crosby III, Trust No. 1 0.35412% W. A. Yeager 0.66965%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000	0.00000
30	NW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	159.61	Fee 3-31-37 3-31-37 3-31-37	Southland Royalty Co. 2.27679% Roger B. Owings 0.89286% Walter Lynch 1.78571% W. A. Yeager & J. M. Armstrong 1.33929%	Marathon Oil Co. Same as above Same as above	None	Marathon Oil Company 100.00000%	1.34257	3.35981

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary
--------------	------------------------	-----------------	---------------------------------------	---	------------------	---	--	--	-----------

30 (Continued)

Mabey Royalties, Inc.
 2.67857%
 Keohane, Inc.
 0.75893%
 Beta Vivian Brooks, Ex.
 of Est. of Lloyd Garringer
 0.00604%
 Elvise Saunders Patterson
 0.68452%
 Sue Saunders Graham
 0.68452%
 Sally Saunders Tides
 0.68453%
 Rubie C. Bell
 0.35412%
 Neil H. Wills & The
 Albuquerque Nat'l Bank,
 Tr. of Stanley W. Crosby III
 Trust No. 1
 0.35412%

31

S²SE¹, NW¹SE¹
 SW¹NE¹, Sec. 1
 T-22-S, R-37-E

160

Fee
 4-26-35
 12-21-44
 12-23-44
 12-26-44
 12-21-44
 12-20-44
 12-21-44
 12-21-44
 12-21-44
 12-21-44
 12-21-44
 3-3-45
 *3/72 unleased

Continental Oil Co.
 2.3438%
 Southland Royalty Co.
 0.7812%
 The Home-Stake Royalty
 Corp.
 1.5625%
 The Home-Stake Oil
 & Gas Co.
 1.5625%
 Patrl Stebbins & The
 Fourth Nat'l Bank of
 Tulsa
 0.4557%
 John J. Redfern, Jr.,
 Ind. & Atty. in Fact
 0.1042%
 L. H. Tyson
 0.1563%
 Edith T. Akers
 0.1042%
 Ursula Jones Goss
 0.1302%
 Lillie Eiland
 0.5208%
 Kathleen Jones Hayes
 0.1302%

Gulf Oil Corp.
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 Same as above
 *3/72 unleased

None

Gulf Oil Corporation
 95.83500%
 *Redfern Development Corp.
 .92600%
 *Roy G. Barton
 1.38900%
 *Buck Markham
 .69500%
 *J. M. Welborn
 .69500%
 *W. M. Osborn
 .23100%
 *Leland Davison &
 Allie Gayle Davison
 .23100%
 100.00000%

0.23671

4.26763

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract In Unit	
								Primary	Secondary
31 (Continued)									
				Leotis Jones Johnston					
				0.1302%					
				Otis Leonard Jones					
				0.1302%					
				Annie McLaughlin					
				1.5625%					
				Bessie Montgomery					
				0.5208%					
				Gladys Petrilla					
				0.1302%					
				Drury R. Tankersley					
				0.1042%					
				Charles R. Twry					
				0.3906%					
				Pauline J. Young					
				0.1302%					
				Darrell Gaither Paddock					
				0.1953%					
				Leavell Corporation					
				0.4557%					
				Jeanette Paddock Miller					
				0.1953%					
				Midland National Bank					
				Tr. Acct. 67					
				0.0521%					
				H. W. Benischek					
				0.1302%					
				Redfern Development Corp.					
				0.1157%					
				Roy G. Barton					
				0.1736%					
				Jack Markham					
				0.0869%					
				J. M. Welborn					
				0.0869%					
				Leland Davison &					
				Allie Gayle Davison					
				0.0289%					
				W. M. Osborn					
				0.0289%					
	Federal Lands	-	-	200.00 Acres	-	5.32156%	of Unit Area		
	State Lands	-	-	639.04 Acres	-	17.00343%	of Unit Area		
	Fee Lands	-	-	2919.14 Acres	-	77.67501%	of Unit Area		
				3758.18 Acres		100.00000%	of Unit Area		

REVISED
EXHIBIT "B" TO UNIT AGREEMENT
EFFECTIVE SEPTEMBER 1, 1967
PADDOCK (San Angelo) UNIT
LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Ownership and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit
								Primary Secondary
1	SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	LC 064427 6-30-67	USA 12.5% to 33-1/3% Schedule D	Sohio Petroleum Co., *Frank D. Brown, Jr., et al John B. Rich	None	Sohio Petroleum Company 66.66667% *Frank D. Brown, Jr., et al 31.66666% John B. Rich 1.66667% 100.00000%	0.00092 1.43071
2	NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12, T-22-S, R-37-E	40	NM 032369 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc. Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% *Frank D. Brown, Jr., et al 15.83334% John B. Rich .83333% 100.00000%	0.00000 0.00000
3	N $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	NM 0557257 6-30-67	USA 12.5% to 33-1/3% Schedule D	Joseph E. Seagraves & Sons, Inc.	None	Joseph E. Seagraves & Sons, Inc. 100.00000%	0.00000 0.00000
4	All Sec. 2, T-22-S, R-37-E	639.04	B-934 6-6-32	State 12.5%	Humble Oil & Refg. Co.	None	Humble Oil & Refg. Co. 100.00000%	29.61553 26.23194
5	SE$\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T-21-S R-37-E	120	Fee 11-1-41	Mark Owen 12.5%	Cities Service Oil Co.	None	Cities Service Oil Co. 100.00000%	3.12564 2.75294
6	S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	80	Fee 2-13-37	Mark Owen 12.5%	Marathon Oil Co.	None	Marathon Oil Co. 100.00000%	0.63881 1.27381
7	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 34, T-21-S, R-37-E	40	Fee 9-17-35	Mark Owen 12.5%	Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	2.07450 1.41216
8	N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T-22-S R-37-E	119.53	Fee 9-17-35 10-17-35 10-19-35	Neil H. Mills & Albuquerque Nat'l Bank as Trustees under the trust indenture of the Stanley W. Crosby III Trust No. 1 0.3906%	Gulf Oil Corporation Same as above Same as above	None	Gulf Oil Corporation 100.00000%	2.26304 3.97236

*Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Company, Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
8 (Continued)								
9	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	40	Fee 3-21-27	Rubie C. Bell				
				0.3906%				
				Madine Owen, widow				
				Johnny M. Owen, &				
				Del Rose Owen Terry				
				3.1250%				
				M. W. Owen				
				3.1250%				
				Midwest Oil Corp.				
				4.0625%				
				Elyse Saunders Patterson				
				0.4688%				
				Sue Saunders Graham				
10	NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	120	Fee 3-21-27	Sally Saunders Tobes				
				0.4687%				
				The Fluor Corp., Ltd.	Sinclair Oil & Gas Co.	None	Sinclair Oil & Gas Co.	1.55212 1.59940
				1.56250%			100.00000%	
				Leonard W. Fristoe				
				0.97656%				
				Atlantic Richfield Co.				
				0.15625%				
				The Chase Manhattan Bank				
				(Argo Production Payment)				
				2.96875%				
				Priscilla Susana Brunson				
				Moody				
11	SE $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	160	Fee 3-21-27	6.83594%				
				The Fluor Corp., Ltd.	Cities Service Oil Co.	None	Cities Service Oil Co.	7.97114 4.79979
				1.56250%			57.14286%	
				Leonard W. Fristoe			Sinclair Oil & Gas Co.	
				0.97656%			42.85714%	
				Atlantic Richfield Co.			100.00000%	
				0.15625%				
				The Chase Manhattan Bank				
				(Argo Production Payment)				
				2.96875%				
				Priscilla Susana Brunson Moody				
				6.83594%				
				The Chase Manhattan Bank	Cities Service Oil Co.	None	Cities Service Oil Co.	2.60463 5.06644
				(Argo Production Payment)			100.00000%	
				2.96875%				
				Jessie B. Crump, Individ-				
				ually, and Jessie B. Crump,				
				David C. Elevins, & The Ft.				
				Worth National Bank, Co-Trustees				
				of the Joe and Jessie Crump Fund				
				3.12500%				

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
14	W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. O.1563% June D. Speight O.7812% Leonard W. Fristoe O.2929% W. T. Reed 3.1250% Mary Ruth McCrory 3.1250% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.00000%	3.92583 2.67444
15	E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Richfield Co. O.1563% Bess Yearwood Trustee for Rose Haves 3.1250% June D. Speight O.7812% Leonard W. Fristoe O.2929% Effie Carter 1.5625% Powhatan Carter, Jr. O.7812% Anderson Carter O.7813% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corp. As above	None	Gulf Oil Corporation 100.00000%	0.87284 2.16827
16	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 10 T-22-S, R-37-E	80	Fee 6-29-47 8-21-51 8-1-40 5-12-43	Constance E. Byers 3.12500% Hugh Corrigan III O.78125% J. Patrick Corrigan O.78125% June D. Speight 1.56250%	Skelly Oil Company Amerada Petroleum Corporation As above	Atlantic Richfield .19532% Skelly Oil 3.90625% The Chase Manhattan Bank (Argo Production Payment) 3.71093%	Amerada Petroleum 100.00000%	1.50868 2.82578

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding		Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Royalty Owner and Percentages	Royalty Owner and Percentages		Primary	Secondary
16	(Continued)									
				Florence Thelma Hall, Individually, and Florence Thelma Hall, Florence Marie Hall & Merle J. Stewart, Trustees Under Will of G. T. Hall 0.78125%						
				Felice Sellmeyer Mulvihill 0.78125%						
				Ralph Sellmeyer 0.78125%						
				Atlantic Richfield Co. 0.19531%						
				The Chase Manhattan Bank (Argo Production Payment) 3.71094%						
17	SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 10 T-22-S, R-37-E	240	Fee 4-19-35 4-23-35 4-24-35	Atlantic Richfield Co. Skelly Oil Co. 0.70801% Same as above The Chase Manhattan Bank Same as above (Argo Production Payment) 3.19824%	None			Skelly Oil Company 68.75000% Atlantic Richfield Co. 31.25000% 100.00000%	11.69469	8.00198
				The Midland National Bank Independent Executor and Trustee Under the Will of R. M. Barron, dec'd. 0.32551%						
				Constance E. Byers 0.58595%						
				Bugh Corrigan III 0.78125%						
				J. Patrick Corrigan 0.78125%						
				First Trust Company of St. Paul for A/C of B. T. Gale 0.52084%						
				Mildred Moore 0.13020%						
				Newmont Oil Company 0.78125%						
				Roger B. Owings 0.52083%						
				The Fluor Corp., Ltd. 1.56250%						
				Ray R. Power 0.52084%						
				Dessa M. Ring 0.52083%						
				Southland Royalty Co. 1.56250%						

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
18	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15 T-22-S, R-37-E	40	Fee 10-5-26	Jean R. Altgelt 0.02604% Atlantic Richfield Co. 0.31250% The Chase Manhattan Bank (Argo Production Payment) 5.93750% Roy G. Barton 0.13021% June D. Speight 3.12500% Leland Davison and Allie G. Davison 0.11936% The Fluor Corp., Ltd. 0.39063% Julian W. Glass, Jr., Trustee 0.07812% Sue Rowan Laughlin 0.02604% Jack Markham 0.16276% C. B. Markham 0.19531% North Central Oil Corp. 0.39063% Pelmont Oil Corp. 0.35156% Roger B. Owings 0.19532% W. M. Osborn 0.11935% Phillips Investment Corp. 0.07812% Rosalind Redfern 0.23872% John J. Redfern, Jr., Ind. as Atty. in Fact 0.23872% A. H. Rowan Ind. Ex. of Est. of Archibald H. Rowan, Jr., Dec'd. 0.02604% J. M. Welborn 0.35807%	Joseph E. Seagrams & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 15.83333% John B. Rich .83334% 100.00000%	None	Joseph E. Seagrams & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 15.83333% John B. Rich .83334% 100.00000%	0.00000 0.00000
19	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 14 T-22-S, R-37-E	80	Fee 8-15-35 8-14-35 8-6-35	Amerada Petroleum Corp. 1.1719% Roger B. Owings 0.1953%	Gulf Oil Corp. Same as above Same as above	None	Gulf Oil Corp. 100.00000%	0.20833 2.66145

<u>Tract Description No. of Land</u>	<u>No. of Acres</u>	<u>Serial No. & Exp. Date of Lease</u>	<u>Basic Royalty Ownership and Percentages</u>	<u>Lessee of Record</u>	<u>Overriding</u>	<u>Working Interest Owner and Percentage</u>	<u>Percent Participation of Tract in Unit</u>
					<u>Royalty Owner and Percentages</u>		<u>Primary Secondary</u>
19 (Continued)							
			Raymonde P. Brzanski 0.7813%				
			W. A. Yeager 0.3906%				
			J. M. Armstrong 0.3906%				
			Jack Markham 0.1953%				
			J. M. Mouser 0.3906%				
			Rosalind Redfern 0.1302%				
			Roy G. Barton 0.3906%				
			J. M. Welborn 0.1953%				
			W. M. Osborn 0.0651%				
			John J. Redfern, Ind. as Atty. in Fact 0.1302%				
			William Hinkle Co., Ind. & as Exe. & Trustee Under the Last Will & Testament of Max W. Co., Deceased 0.9766%				
			Gordon M. Cone 0.1172%				
			First National Bank Roswell 0.5860%				
			The Surliners' Hospital for Crippled Children 0.1953%				
			Clarence E. Hinkle 0.3906%				
			El Jones 0.3906%				
			Leeman Jones 0.7813%				
			Keelane, Inc. 0.1953%				
			J. S. Tekell 0.2734%				
			Ieland Davison and Allie Gayle Davison 0.0651%				
			Ralph Mix 0.0391%				
			Rabie C. Bell 0.1953%				

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
19	(Continued)			High Corrigan III					
				0.1953%					
				J. Patrick Corrigan					
				0.1953%					
				Astri Umaes Thomle					
				0.0879%					
				Randi Brekke Foss					
				0.2637%					
				W. C. Driver, Ind. & as					
				Ind. Ex. Est. of Julie					
				Gann Driver, Deceased					
				0.0558%					
				Mrs. Ross Gann					
				0.0558%					
				Maud Gann Graham					
				0.0558%					
				Ollie Gann Cowden					
				0.0558%					
				Eva Gann Schierberl					
				0.0558%					
				Richard P. Gann					
				0.0558%					
				Joe B. Gann					
				0.0558%					
				Marjorie Oone Kastman, Gdn.					
				0.3906%					
				The Fluor Corp., Ltd.					
				0.7813%					
				June D. Speight					
				0.3906%					
				George Sims					
				0.3907%					
				Paleigh R. Sims					
				0.3906%					
				Willie P. Sims					
				0.3906%					
20	SW $\frac{1}{4}$ Sec. 11 T-22-S, R-37-E	160	Fee 10-18-34	Jean Rowan Altgelt	Shell Oil Co.	None	Shell Oil Company 100.00000%	6.80983	3.57682
				0.15625%					
				High J. Hall					
				0.19531%					
				Mrs. Elizabeth Hannifin					
				0.09765%					
				Willie Bell Herron					
				1.17187%					
				Martha Rowan Hyder					
				0.15625%					
				Dolly R. Lane					
				1.17187%					

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
20 (Continued)									
				Sue Rowan Laughlin 0.15625%					
				John Long 1.17187%					
				Oscar D. Long 1.17188%					
				Wyle Long 1.17187%					
				Wabee Royalties, Inc. 0.87891%					
				Iela May Rodgers 1.17188%					
				A. H. Rowan, Ind. Ex. of Est. Archibald H. Rowan, Jr., Deceased 0.15625%					
				William Albert Rowan 0.15625%					
				J. E. Simmons 0.09766%					
				June D. Speight 0.39062%					
				Neomi L. Vaught 1.17188%					
				Battle C. Williams 0.39063%					
				Frances Winkle 1.17188%					
				W. A. Yeager & J. M. Armstrong 0.29297%					
21	N ¹ / ₂ Sec. 11 T-22-S, R-37-E	320	Fee 10-22-30	Roger B. Owings 0.19531%	Marathon Oil Co.	None	Marathon Oil Company 100.00000%	13.66046	12.40954
				A. L. Cone 0.39063%					
				Roy G. Barton 0.46223%					
				Jack Markham 0.18717%					
				J. M. Welborn 0.18718%					
				W. A. Yeager 0.39063%					
				J. M. Armstrong 0.39063%					
				Keohane, Inc. 0.19531%					
				Robert G. Bradshaw 0.00058%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	Serial No. No. of Acres	Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
21	(Continued)								
				Charles T. Gallaher, 2nd 0.00018%					
				Joseph Wesley Gallaher, 2nd 0.00018%					
				Grace C. Hayes 0.00018%					
				Elmer G. Johnson 0.00018%					
				Harry L. Jones & Isabel Jones as J/T with R/Sur. 0.00146%					
				Edwin F. Nicolin 0.00018%					
				J. R. Cone 0.31738%					
				W. M. Osborn 0.05371%					
				J. E. & Lila McKinney 0.03906%					
				Mrs. Elizabeth Cowser 0.03906%					
				Durwood H. Bradley 0.39063%					
				Donald L. Jones 0.19531%					
				Lillian Hinkle Coll, Ind. & as Ex. & Trustee Under the Last Will & Testament of Max W. Coll, Deceased 0.19531%					
				John E. Nutt 0.39062%					
				Southwestern Baptist Theological Seminary 0.31250%					
				Emmitt R. Jordan 0.19532%					
				Kathleen Cone 0.14649%					
				J. Hiram Moore 0.03906%					
				Adeline Z. Cone 0.22220%					
				Stephen E. Cone, Jr. 0.42969%					
				Polk Shelton 0.00854%					
				Owen W. McWhorter 0.00569%					
				Charles L. Cobb 0.00569%					

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
21 (Continued)				Nanda Zimmer					
				0.03906%					
				W. B. Trammell					
				0.01411%					
				John J. Pedfern, Jr.					
				0.32063%					
				Jean Rowan Altgelt					
				0.03906%					
				Sisters of the Humility of Mary					
				0.03906%					
				Gertrude Archer					
				0.03906%					
				John A. Bell					
				0.01139%					
				Lewis W. Zelliff					
				0.01139%					
				Ieland Davison					
				0.05371%					
				Republic National Bank Trust of the Abelow Family Trust					
				No. 3608 Trust Dept.					
				0.00284%					
				Fred Sample					
				0.03906%					
				Gordon G. Berg					
				0.00036%					
				Martha Rowan Ryder					
				0.03907%					
				John L. Brady					
				0.00036%					
				David Cohen					
				0.00036%					
				Max R. Chuddy					
				0.00364%					
				George W. Clark					
				0.00043%					
				Robert C. Bole					
				0.00179%					
				Edward M. Edwards					
				0.00091%					
				E. M. Edwards, Co.					
				0.00117%					
				Rose P. Fletman					
				0.00284%					
				Mrs. Carrie Gedwitz					
				0.00182%					
				Charles W. Hastings					
				0.00036%					

Tract Description No. of Land	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Primary	Secondary
21 (Continued)							
		Cora Davis Holman, Ind. Ex. of Est. of George P. Holman, Deceased 0.00041%					
		Josephine Radue 0.00117%					
		Leila McConnell, a widow, Ind. & as Ind. Ex. of the Est. of John E. McConnell, Jr., Deceased 0.00728%					
		Howard W. Bradshaw 0.00058%					
		Ida Miller 0.00018%					
		Flora G. Sarkisian 0.00175%					
		Ellis Rudy 0.00061%					
		Catherine A. Sheridan 0.00283%					
		Executors of Estate of Joseph H. Knapp, Dec'd. 0.00036%					
		J. Franklin Zouck 0.00058%					
		Delia B. Edwards 0.00055%					
		William Albert Rowan 0.03906%					
		Alice K. Corkery 0.31250%					
		Max A. Thurber, Trustee 0.78125%					
		Department of Mental Hygiene of the State of California Gdn. of Est. of Alfred Fred Holthouse 0.07813%					
		Lavena Howard, Ind. Ex. & Trustee of Est. of L. A. Howard, Dec'd. 0.00569%					
		Robert R. McKee 0.00009%					
		Frank McDougall 0.00489%					
		Hugh Corrigan III 0.39062%					
		J. Patrick Corrigan 0.39063%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
22 (Continued)							
		8-10-49	J. M. Armstrong	Mobil Oil Company		Dr. J. T. Krueger	
		2-21-56	0.14649%	Phillips Petr. Co.		1.56300%	
		4-9-45	Roy G. Barton	Same as above		Ida Harper	
		2-6-45	0.19531%	Same as above		1.26900%	
		4-10-46	L. W. Biddick			Helen T. Cox	
			0.14844%			0.29300%	
			SEA Properties, Ltd.			100.00000%	
			1.48437%				
			Pauline Lemon Buchanan				
			0.02969%				
			Reese Cleveland				
			0.19531%				
			Helen T. Cox				
			0.03662%				
			Lura Flanagan				
			0.09765%				
			Ilmae Forbes				
			0.14844%				
			Hugh J. Hall				
			0.19531%				
			Ida Harper				
			0.15869%				
			Willie Bell Herron				
			0.58593%				
			H. L. Hiffman				
			0.02344%				
			Martha Louise Hyder				
			0.15625%				
			Elba M. Jones				
			0.14843%				
			Vicki Anderson Jones				
			0.05859%				
			Dr. J. T. Krueger				
			0.19531%				
			Dolly R. Lane				
			0.58594%				
			Sue Rowan Laughlin				
			0.15625%				
			Wylie Long				
			2.14844%				
			John Wesley Long				
			0.58594%				
			O. D. Long				
			0.58594%				
			Neomi Long Lyons				
			0.58594%				
			Mabee Royalties, Inc.				
			0.87891%				
			Mary Markey				
			0.02969%				

Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentages	Percent Participation of Tract in Unit Primary	Secondary	
22 (Continued)									
			Leelah Mae Rodgers 0.58534%						
			Velma Norling 0.14844%						
			William Albert Rowan 0.15625%						
			Arch E. Rowan & Co., Ltd. 0.15625%						
			Samedan Oil Corporation 0.47500%						
			J. E. Simmons 0.09766%						
			Rena Sims 0.02969%						
			Smith Spreading 0.14844%						
			M. E. Tate & Inez Tate 0.14844%						
			Frances Trummer 0.02968%						
			Jane Johnson Wilson 0.01563%						
			Frances E. Winkle 0.58533%						
			W. A. Yeager 0.14649%						
23	$\frac{1}{2}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 12, T-22-S R-37-E	Fee 12-31-41 12-31-41 12-31-41	J. P. Gusack 0.78125% Samedan Oil Corp. 0.78125% Mrs. A. M. Perkins 0.97656% Ed M. Whitaker 0.58534% J. R. Hinton 4.68750% Ada Hinton 4.68750%	Sohio Petroleum Co. et al Same as above Same as above	None		Sohio Petroleum Co. 66.66667% Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 31.66666% John B. Rich 1.66667% 100.00000%	1.74902	2.31121
24	SE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	Fee 10-11-44 10-25-44 10-26-45	J. P. Gusack 0.78125% Samedan Oil Corp. 0.78125% Mrs. A. M. Perkins 0.97656%	Sohio Petroleum Company, et al Same as above Same as above	J. R. Hinton 2.05078% to 4.10156% Ada Hinton 2.05078% to 4.10156%	The Fort Worth Nat'l Bank Trustee Trust 1979 50.00000% Sohio Petroleum Co. 33.33333%	2.71916	2.16563	

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 16

Tract Description No. of Land	Serial No. No. of & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Primary	Secondary
24 (Continued)		El M. Whitaker 0.58594% J. R. Hinton 4.68750% Ada Hinton 4.68750%			Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich & Mercantile Safe Deposit & Trust Co. Trustees, under trusts created in item 11 (b) of Trust Agree- ment dated March 25, 1965, of which Donaldson Brown was the Grantor. 15.83334% John B. Rich 0.83333% 100.00000%		
25	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 12 40 T-22-S, R-37-E	Fee 12-31-41	Vicki Anderson Jones 0.11718% Warren D. Anderson 0.11719% L. W. Biddick 0.14062% SEA Properties, Ltd. 1.40625% Pauline Lemon Buchanan 0.02812% Ma Mae Forbes 0.14062% H. L. Hiffman 0.04688% Elba M. Jones 0.14063% Mary Markey 0.02812% Alexander Rodgers 6.25000% Velma Roring 0.14063% Samedan Oil Corp. 0.45000% Jean Simmons Shipley 0.78125% J. E. Simmons 2.34375% Rena Sims 0.02813% Smith Spradling 0.14063% M. E. Tate & Inez Tate 0.14062% Frances Trummer 0.02813% Jane Johnson Wilson 0.03125%	None	Port Worth National Bank, Trustee (Trust No. 1979) (Operated by Neville G. Penrose) 100.00000%	1.22642	1.07868

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Overriding		Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
					Royalty Owner and Percentages			Primary	Secondary
26	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	80	Fee 5-17-43	Warren Anderson 0.11719% L. W. Buddick 0.14063% SEA Properties, Ltd. 1.40625% P. L. Buchanan 0.02812% Ila Mae Forbes 0.14062% H. L. Biffman 0.04689% Elba M. Jones 0.14063% Vicki Anderson Jones 0.11719% Mary Markey 0.02812% A. Rodgers 6.25000% Velma Roring 0.14062% Samedan Oil Corp. 0.45000% Jean Shipley 0.78125% J. E. Simmons 2.34375% Rene Sims 0.02813% Smith Spradling 0.14062% M. E. & Inez Tate 0.14063% Frances Drummer 0.02813% Jane J. Wilson 0.03125%	Sinclair Oil & Gas Co. None		Sinclair Oil & Gas Co. 100.000000%	2.93643	2.36272
27	NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	40	Fee 6-29-45 6-19-45 6-30-45 6-29-45	Ed M. Whitaker 4.68750% Mrs. A. M. Perkins 4.68750% Iula Cone, Dec'd 1.56250% James L. Greene, Jr. 0.78125% Betty Jo Greene Morgan 0.78125%	Humble Oil & Refining Co. Same as above Same as above Same as above	None	Humble Oil & Refining Co. 100.00000%	1.26270	1.39893

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit <u>Primary</u> <u>Secondary</u>
28	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	40	Fee 2-22-37	Joyce C. Brown & B. A. Christmas, Jr., Co-Ex. of Est. of Annie L. Christmas, dec'd. 6.25000% Wayne Cowden 6.25000%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000 0.00000
29	N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T-22-S, R-37-E	120	Fee 1-25-37	J. M. Armstrong 0.66965% Rubie C. Bell 0.35413% Etta Vivian Brooks, Ex. of Est. of Lloyd Garringer 0.00603% Mrs. Sue Saunders Graham 0.68452% Keohane, Inc. 0.75893% Walter Lynch 1.78572% Mabee Royalties, Inc. 2.67857% Roger B. Owings 0.89285% Elyse Saunders Patterson 0.68452% Southland Royalty Co. 2.27678% Sally Saunders Toles 0.68453% Neil H. Wills and Nat'l Bank of Albuquerque, N. M., Trustees under Stanley W. Crosby III, Trust No. 1 0.35412% W. A. Yeager 0.66965%	Sunray DX Oil Co.	None	Sunray DX Oil Company 100.00000%	0.00000 0.00000
30	NW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	159.61	Fee 3-31-37 3-31-37 3-31-37	Southland Royalty Co. 2.27679% Roger B. Owings 0.89286% Walter Lynch 1.78571% W. A. Yeager & J. M. Armstrong 1.33929%	Marathon Oil Co. Same as above Same as above	None	Marathon Oil Company 100.00000%	1.34257 3.35981

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary
30 (Continued)									
				Mabee Royalties, Inc.					
				2.67857%					
				Keohane, Inc.					
				0.75893%					
				Etta Vivian Brooks, Ex. of Est. of Lloyd Garringer					
				0.00604%					
				Elyse Saunders Patterson					
				0.68452%					
				Sue Saunders Graham					
				0.68452%					
				Sally Saunders Toles					
				0.68453%					
				Rubie C. Bell					
				0.35412%					
				Neil H. Wills & The Albuquerque Nat'l Bank, Tr. of Stanley W. Crosby III					
				Trust No. 1					
				0.35412%					
31	S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 1 T-22-S, R-37-E	160	Free	Continental Oil Co.	Gulf Oil Corp.	None	Gulf Oil Corporation	0.23671	4.26763
			4-26-35	2.3438%	Same as above		95.83300%		
			12-21-44	Southland Royalty Co.	Same as above		*Redfern Development Corp.		
			12-23-44	0.7812%	Same as above		.92600%		
			12-26-44	The Home-Stake Royalty Corp.	Same as above		*Roy G. Barton		
			12-21-44	1.5625%	Same as above		1.38900%		
			12-20-44	The Home-Stake Oil & Gas Co.	Same as above		.69500%		
			12-21-44	1.5625%	Same as above		*J. M. Welborn		
			12-21-44	Patil Stebbins & The Fourth Nat'l Bank of Tulsa	Same as above		.69500%		
			12-21-44	*3/72 unleased	*3/72 unleased		*W. M. Osborn		
			3-3-45				.23100%		
				0.4557%			*Ieland Davison & Allie Gayle Davison		
				John J. Redfern, Jr., Ind. & Atty. in Fact			.23100%		
				0.1042%			100.00000%		
				I. H. Tyson					
				0.1563%					
				Edith T. Akers					
				0.1042%					
				Ursula Jones Goss					
				0.1302%					
				Lillie Eiland					
				0.5208%					
				Kathleen Jones Hayes					
				0.1302%					

*This 3/72 unleased mineral interest is
handled as a carried working interest.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract In Unit	
								Primary	Secondary
31 (Continued)									
				Leotis Jones Johnston					
				0.1302%					
				Otis Leonard Jones					
				0.1302%					
				Annie McLaughlin					
				1.5625%					
				Bessie Montgomery					
				0.5208%					
				Gladys Petrilla					
				0.1302%					
				Drury R. Tankersley					
				0.1042%					
				Charles R. Towry					
				0.3906%					
				Pauline J. Young					
				0.1302%					
				Darrell Gaither Paddock					
				0.1953%					
				Leavell Corporation					
				0.4557%					
				Jeanelle Paddock Miller					
				0.1953%					
				Midland National Bank					
				Tr. Acct. 67					
				0.0521%					
				H. W. Benischek					
				0.1302%					
				Redfern Development Corp.					
				0.1157%					
				Roy G. Barton					
				0.1736%					
				Jack Markham					
				0.0869%					
				J. M. Wellborn					
				0.0869%					
				Leland Davison &					
				Allie Gayle Davison					
				0.0289%					
				W. M. Osborn					
				0.0289%					
	Federal Lands	-		200.00 Acres	-	5.32156%	of Unit Area		
	State Lands	-		639.04 Acres	-	17.00343%	of Unit Area		
	Fee Lands	-		2919.14 Acres	-	77.67501%	of Unit Area		
				3758.18 Acres		100.00000%	of Unit Area		

CERTIFICATE

8217

Humble Oil & Refining Company, a Delaware corporation, by and through the undersigned, does hereby certify:

1. That Humble Oil & Refining Company, a Delaware corporation, is the Unit Operator of the Unit Agreement, Paddock (San Angelo) Unit, Lea County, New Mexico, covering lands in Townships 21 and 22 South, Range 37 East, N.M.P.M. This Certificate is made pursuant to Article XXI, Section 21.2, of said Unit Agreement.

2. The above Unit Agreement, and the attending Unit Operating Agreement, became effective as of 7:00 A.M., MDT, September 1, 1967.

3. On or prior to August 31, 1967:

(a) The above Unit Agreement and said Unit Operating Agreement had been executed or ratified by Working Interest Owners of Tracts (as defined in the above Unit Agreement) comprising 80% or more, on a surface acreage basis, of the Unit Area as shown on the original Exhibit "B" to the above Unit Agreement, which Working Interest Owners are qualified under the provisions of Article VIII of the above Unit Agreement; and,

(b) The above Unit Agreement had been approved by the Commissioner of Public Lands of the State of New Mexico, the New Mexico Oil Conservation Commission, and the Director of the United States Geological Survey of the Department of Interior of the United States of America; and,

(c) One counterpart of the above Unit Agreement had been recorded in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator.

67 SEP 18 AM 8 54

Misc BOOK 265 PAGE 685

DATED this 7th day of September, 1967.

HUMBLE OIL & REFINING COMPANY

By *[Signature]*
Agent and Attorney in Fact

APPROVED AS TO FORM
BY *[Signature]*
CLERK, COUNTY OF
MIDLAND

STATE OF TEXAS)
COUNTY OF MIDLAND) ss.

The foregoing instrument was acknowledged before me this 7th
day of September, 1967, by L. H. Byrd, Agent and Attorney in Fact,
_____ of Humble Oil & Refining Company, a Delaware
corporation, on behalf of said corporation.

[Signature]
Notary Public

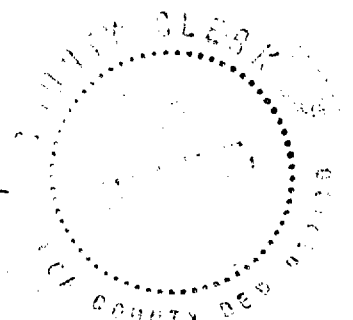
My Commission Expires:

June 1, 1969

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 8 1967

at 10:55 o'clock A M
and Recorded in Book 265
Page 685
EFTIE HALDIMAN, County Clerk
By *[Signature]* Deputy



CERTIFICATE

8217

Humble Oil & Refining Company, a Delaware corporation, by and through the undersigned, does hereby certify:

1. That Humble Oil & Refining Company, a Delaware corporation, is the Unit Operator of the Unit Agreement, Paddock (San Angelo) Unit, Lea County, New Mexico, covering lands in Townships 21 and 22 South, Range 37 East, N.M.P.M. This Certificate is made pursuant to Article XXI, Section 21.2, of said Unit Agreement.

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(b) The above Unit Agreement had been approved by the Commissioner of Public Lands of the State of New Mexico, the New Mexico Oil Conservation Commission, and the Director of the United States Geological Survey of the Department of Interior of the United States of America; and,

(c) One counterpart of the above Unit Agreement had been recorded in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator.

67 SEP 18 AM 8 55

DATED this 7th day of September, 1967.

HUMBLE OIL & REFINING COMPANY

By *[Signature]*
Agent and Attorney in Fact

APPROVED AS TO FORM
BY *[Signature]*
NOTARY PUBLIC

STATE OF TEXAS)
COUNTY OF MIDLAND) ss.

The foregoing instrument was acknowledged before me this 7th
day of September, 1967, by L. H. Byrd, Agent and Attorney in Fact,
_____ of Humble Oil & Refining Company, a Delaware
corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires:

June 1, 1969

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

SEP 8 1967

at 10:55 o'clock A M
and Recorded in Book 265
Page 685
E. H. HALDIMAN, County Clerk
By *[Signature]* Deputy

8217

CERTIFICATE

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(b) The above Unit Agreement had been approved by the Commissioner of Public Lands of the State of New Mexico, the New Mexico Oil Conservation Commission, and the Director of the United States Geological Survey of the Department of Interior of the United States of America; and,

(c) One counterpart of the above Unit Agreement had been recorded in the office of the County Clerk of Lea County, New Mexico, by the Unit Operator.

'67 SEP 18 AM 8 55

EXHIBIT "B" TO UNIT AGREEMENT
REVISED
JULY 13, 1967
PADDOCK (San Angelo) UNIT
LEA COUNTY, NEW MEXICO

JUL 24 1967

REFRATIVE

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest of Tract in Unit and Percentages	Percent Participation
1	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 12, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	LC 064427 6-30-67	USA 12.5% to 33 1/3% Schedule D	Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	Sohio Petroleum Company 66.66667% *Frank D. Brown, Jr., et al 31.66666% John B. Rich 1.66667% 100.00000%	0.00068 1.18969
2	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 12, T-22-S, R-37-E	40	NM 032369 6-30-67	USA 12.5% to 33 1/3% Schedule D	Joseph E. Seagraves & Sons, Inc. Sohio Petroleum Co. *Frank D. Brown, Jr., et al John B. Rich	None	Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% *Frank D. Brown, Jr., et al 15.83334% John B. Rich .83333% 100.00000%	0.99461 1.52423
3	NW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 15, T-22-S, R-37-E	80	NM 0557257 6-30-67	USA 12.5% to 33 1/3% Schedule D	Joseph E. Seagraves & Sons, Inc.	None	Joseph E. Seagraves & Sons, Inc. 100.00000%	2.84434 1.47282
4	All Sec. 2, T-22-S, R-37-E	639.04	B-934 6-6-32	State 12.5%	Humble Oil & Refining Company	None	Humble Oil & Refining Company 100.00000%	21.26799 21.81286
5	SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 35, T-21-S R-37-E	120	Fee 11-1-41	Mark Owen 12.5%	Cities Service Oil Co.	None	Cities Service Oil Co. 100.00000%	2.24948 2.28917
6	SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 35, T-21-S, R-37-E	80	Fee 2-13-37	Mark Owen 12.5%	Marathon Oil Company	None	Marathon Oil Company 100.00000%	0.46251 1.05922
7	SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34, T-21-S, R-37-E	40	Fee 9-17-35	Mark Owen 12.5%	Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	1.49149 1.17427
8	NW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	119.63 119.53	Fee 9-17-35 10-17-35 10-19-35	Neil H. Wills & Albuquerque Nat'l Bank as Trustees under the trust indenture of the Stanley W. Crosby III Trust No. 1 0.3906% Ruble C. Bell 0.3906%	Gulf Oil Corporation Gulf Oil Corporation Same as above	None	Gulf Oil Corporation 100.00000%	1.64022 3.30317

* Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Company, Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Participation in Unit Secondary
8 (Continued)									
				Madine Owen, widow Johnny M. Owen, & Del Rose Owen Terry 3.1250% M. W. Owen 3.1250% Midwest Oil Corp. 4.0625% Elyse Saunders Patterson 0.4688% Sue Saunders Graham 0.4688% Sally Saunders Tbles 0.4687%					
9	NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	40	Fee 3-21-27	The Fluor Corpora- tion, Ltd. 1.56250% Leonard W. Fristoe 0.97656% Atlantic Richfield Company 0.15625% The Chase Manhattan Bank (Argo Production Payment) 2.96875% Priscilla Susana Brunson Moody 6.83594%	Sinclair Oil & Gas Company None	Sinclair Oil & Gas Co. 100.00000%	1.11708	1.32997	
10	E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	120	Fee 3-21-27	The Fluor Corpora- tion, Ltd. 1.56250% Leonard W. Fristoe 0.97656% Atlantic Richfield Co. 0.15625% The Chase Manhattan Bank (Argo Production Payment) 2.96875% Priscilla Susana Brunson Moody 6.83594%	Cities Service Oil Co. None	Cities Service Oil Co. 57.14286% Sinclair Oil & Gas Co. 42.85714% 100.00000%	5.70211	3.99121	
11	SE $\frac{1}{4}$ Sec. 3, T-22-S, R-37-E	160	Fee 3-21-27	The Chase Manhattan Cities Service Oil Co. Bank (Argo Production Payment) 2.96875% Jessie B. Crump, Indi- vidually, and Jessie B. Crump, David C. Hlevins, & The Fort Worth National Bank, Co-Trustees of the Joe and Jessie Crump Fund 3.12500%	Cities Service Oil Co. None	Cities Service Oil Co. 100.00000%	1.89454	4.21294	

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages		Lessee of Record	Overriding Royalty Owner and Percentages		Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
										Primary	Secondary
14	W ¹ / ₂ NE ¹ / ₄ Sec. 10 T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Rich- field Company 0.1563% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% W. T. Reed 3.1250% Mary Ruth McGroary 3.1250% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corporation Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	2.82247	2.22390		
15	E ¹ / ₂ NE ¹ / ₄ Sec. 10, T-22-S, R-37-E	80	Fee 10-7-35 10-7-35	Atlantic Rich- field Company 0.1563% Bess Yearwood, Trustee for Rose Hayes 3.1250% June D. Speight 0.7812% Leonard W. Fristoe 0.2929% Effie Carter 1.5625% Powhatan Carter, Jr. 0.7812% Anderson Carter 0.7813% Priscilla Susana Brunson Moody 2.0509% The Chase Manhattan Bank (Argo Production Payment) 2.9687%	Gulf Oil Corporation Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	0.63666	1.80300		
16	E ¹ / ₂ SE ¹ / ₄ Sec. 10 T-22-S, R-37-E	80	Fee 6-29-47 8-21-51 8-1-40	Constance E. Byers 3.12500% Hugh Corrigan III 0.78125% Skelly Oil Company Amerada Petroleum Corporation Amerada Petroleum Corporation	Skelly Oil Company Amerada Petroleum Corporation Amerada Petroleum Corporation	Atlantic Richfield Co. 1.9532% Skelly Oil Company 3.90625%	Amerada Petroleum 100.00000%	1.08367	2.34974		

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary Secondary	
16 (Continued)			5-12-43	J. Patrick Corrigan 0.78125% June D. Speight 1.56250% Florence Thelma Hall, Individually, and Florence Thelma Hall, Florence Marie Hall & Merle J. Stewart, Trustees Under Will of G. T. Hall 0.78125% Felice Seilmeyer Mulvihill 0.78125% Ralph Seilmeyer 0.78125% Atlantic Richfield Co. 0.19531% The Chase Manhattan Bank (Argo Production Payment) 3.71094%		The Chase Manhattan Bank (Argo Production Payment) 3.71093%			
17	SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 10 T-22-S, R-37-E	240	Fee 4-19-35 4-23-35 4-24-35	Atlantic Rich- field Company 0.70801% The Chase Man- hattan Bank (Argo Production Payment) 3.19824% The Midland National Bank, Independent Executor and Trustee Under the Will of R. M. Barron, dec'd. 0.32551% Constance E. Byers 0.58595% Hugh Corrigan III 0.78125% J. Patrick Corrigan 0.78125% First Trust Company of St. Paul for A/C of B. T. Gale 0.52084% Mildred Moore 0.13020%	Skelly Oil Company Skelly Oil Company Skelly Oil Company The Chase Man- hattan Bank (Argo Production Payment) 3.19824% The Midland National Bank, Independent Executor and Trustee Under the Will of R. M. Barron, dec'd. 0.32551% Constance E. Byers 0.58595% Hugh Corrigan III 0.78125% J. Patrick Corrigan 0.78125% First Trust Company of St. Paul for A/C of B. T. Gale 0.52084% Mildred Moore 0.13020%	None	Skelly Oil Company 68.75000% Atlantic Richfield Co. 31.25000% 100.00000%	8.42570	6.65336

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit				
								Primary	Secondary			
17 (Continued)												
				Newmont Oil Co. 0.78125% Roger B. Owings 0.52083% The Fluor Corporation, Ltd. 1.56250% Ray R. Power 0.52084% Dessa M. Ring 0.52083% Southland Royalty Company 1.56250%								
18	NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 15 T-22-S, R-37-E	40	Fee 10-5-26	Jean R. Altgelt 0.02604% Atlantic Richfield Company 0.31250% The Chase Manhattan Bank (Argo Production Payment) 5.93750%	Joseph E. Seagraves & Sons, Inc.	None	Joseph E. Seagraves & Sons, Inc. 50.00000% Sohio Petroleum Co. 33.33333% Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich and Mercantile Safe Deposit and Trust Co., Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.	0.66966	0.58733			
				Roy G. Barton 0.13021 June D. Speight 3.12500% Ieland Davison and Alie G. Davison 0.11936% The Fluor Corporation, Ltd. 0.39063% Julian W. Glass, Jr., Trustee 0.07812% Sue Rowan Laughlin 0.02604% Jack Markham 0.16276% C. B. Markham 0.19531% North Central Oil Corporation 0.39063% Felmont Oil Corp. 0.35156%								

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
18 (Continued)									
				Roger B. Owings					
				0.19532%					
				W. M. Osborn					
				0.11935%					
				Phillips Investment Corporation					
				0.07812%					
				Rosalind Redfern					
				0.23872%					
				John J. Redfern, Jr.,					
				Indiv. as Attorney in Fact					
				0.23872%					
				A. H. Rowan Independent					
				Executor of Est. of					
				Archibald H. Rowan, Jr.,					
				Dec'd.					
				0.02604%					
				J. M. Welborn					
				0.35807%					
19	N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 14 T-22-S, R-37-E	80	Fee 8-15-35 8-14-35 8-6-35	Amerada Petroleum Corporation	Gulf Oil Corporation	None	Gulf Oil Corporation 100.00000%	0.15317	2.21309
				1.1719%	Gulf Oil Corporation				
				Roger B. Owings					
				0.1953%					
				Raymonde P. Erzsanski					
				0.7813%					
				Mr. W. A. Yeager					
				0.3906%					
				J. M. Armstrong					
				0.3906%					
				Jack Markham					
				0.1953%					
				J. M. Mouser					
				0.3906%					
				Rosalind Redfern					
				0.1302%					
				Roy G. Barton					
				0.3906%					
				J. M. Welborn					
				0.1953%					
				W. M. Osborn					
				0.0651%					
				John J. Redfern, Indiv. as Atty. in Fact					
				0.1302%					

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
19 (Continued)								
	Idallen Hinkle Coll, Individually and as Executrix and Trustee Under the Last Will & Testament of Max W. Coll, Deceased	0.9766%	Gordon M. Cone					
		0.1172%	First National Bank Roswell					
	The Shriners' Hospital for Crippled Children	0.1953%						
	Clarence E. Hinkle	0.3906%						
	Eli Jones	0.3906%						
	Leeman Jones	0.7813%						
	Keenane, Inc.	0.1953%						
	J. S. Tekell	0.2734%						
	Leland Davison & Allie Gayle Davison	0.0651%						
	Ralph Max	0.0391%						
	Rubie C. Bell	0.1953%						
	Hugh Corrigan III.	0.1953%						
	J. Patrick Corrigan	0.1953%						
	Astri Vanaes Thomle	0.0879%						
	Randi Brekke Foss	0.2637%						
	Julie Gann Driver	0.0558%						
	Ross Gann	0.0558%						
	Maud Gann Grehm	0.0558%						
	Ollie Gann Cowden	0.0558%						
	Eve Gann Schlerberl	0.0558%						

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
								Primary	Secondary
19 (Continued)									
				Richard P. Gann 0.0558%					
				Joe B. Gann 0.0558%					
				Marjorie Cone Kastman, Gdn. 0.3906%					
				The Fluor Corporation, Ltd. 0.7813%					
				June D. Speight 0.3906%					
				George Sims 0.3907%					
				Raleigh R. Sims 0.3906%					
				Willie P. Sims 0.3906%					
20	SW $\frac{1}{4}$ Sec. 11 T-22-S, R-37-E	160	Fee 10-18-34	Jean Rowan Altgelt 0.15625%	Shell Oil Company	None	Shell Oil Company 100.00000%	4.89174	2.97427
				Hugh J. Hall 0.19531%					
				Mrs. Elizabeth Hannifin 0.09765%					
				Willie Bell Herron 1.17187%					
				Martha Rowan Hyder 0.15625%					
				Dolly R. Lane 1.17187%					
				Sue Rowan Laughlin 0.15625%					
				John Long 1.17187%					
				Oscar D. Long 1.17188%					
				Wylie Long 1.17187%					
				Wabee Royalties, Inc. 0.87891%					
				Iela May Rodgers 1.17188%					
				A. H. Rowan Ind. Exec. of Est. Archibald H. Rowan, Jr., Dec'd. 0.15625%					
				William Albert Rowan 0.15625%					

Percent Participation of Tract in Unit Primary	Second
100	100
90	90
80	80
70	70
60	60
50	50
40	40
30	30
20	20
10	10
0	0

W. A. Yeager and J. M. Armstrong
0.29297%

10.31901

A. L. Cone
0.39063%
Roy G. Barton
0.46223%
Jack Markham
0.18717%
J. M. Welborn
0.18718%
W. A. Yeager
0.39063%
J. M. Armstrong
0.39063%
Keokane, Incorporated
0.19531%
Robert G. Bradshaw
0.00058%
Charles T. Gallaheer, 2nd
0.00018%
Joseph Wesley Gallaheer, 2nd
0.00018%
Grace C. Hayes
0.00018%
Elmer G. Johnson
0.00018%
Harry L. Jones &
Isabel Jones as J/T
with R/Sur.
0.00146%
Blin F. Niccolin
0.00018%
J. R. Cone
0.31738%
W. M. Osborn
0.05371%

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary
21 (Continued)									
				J. E. & Ida McKinney 0.03906%					
				Mrs. Elizabeth Cowser 0.03906%					
				Durwood H. Bradley 0.39063%					
				Donald L. Jones 0.19531%					
				Lillian Hinkle Coll, Individually and as Executrix and Trustee Under the Last Will and Testament of Max W. Coll, Deceased 0.19531%					
				John E. Nutt 0.39062%					
				Southwestern Baptist Theological Seminary 0.31250%					
				Emmitt R. Jordan 0.19532%					
				Kathleen Cone 0.14649%					
				J. Hiram Moore 0.03906%					
				Adeline Z. Cone 0.22220%					
				Stephen E. Cone, Jr. 0.42969%					
				Polk Shelton 0.00854%					
				Owen W. McWhorter 0.00569%					
				Charles L. Cobb 0.00569%					
				Wanda Zimmer 0.03906%					
				W. B. Tremmell 0.01411%					
				John J. Redfern, Jr. 0.32063%					
				Jean Rowan Altgelt 0.03906%					
				Sisters of the Humility of Mary 0.03906%					
				Gertrude Archer 0.03906%					

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Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary Secondary
21 (Continued)							
			John A. Bell				
			0.01139%				
			Lewis W. Zelliff				
			0.01139%				
			Ieland Davison				
			0.05371%				
			Republic National Bank				
			Trust of the Abelow				
			Family, Trust No. 3608				
			Trust Dept.				
			0.00284%				
			Fred Sample				
			0.03806%				
			Gordon G. Berg				
			0.00036%				
			Martha Rowan Hyder				
			0.03907%				
			John L. Brady				
			0.00036%				
			David Cohen				
			0.00036%				
			Max R. Chudy				
			0.00364%				
			George W. Clark				
			0.00043%				
			Robert C. Bole				
			0.00179%				
			Edward M. Edwards				
			0.00091%				
			E. M. Edwards Co.				
			0.00117%				
			Rose P. Fletman				
			0.00284%				
			Mrs. Carrie Gedwitz				
			0.00182%				
			Charles W. Hastings				
			0.00036%				
			Cora Davis Holman, Ind.				
			Ex. of the Est. of George				
			P. Holman, Deceased				
			0.00041%				
			Josephine Radue				
			0.00117%				
			Leila McConnell, a widow,				
			Ind. & as Ind. Ex. of the				
			Est. of John E. McConnell,				
			Jr., Deceased				
			0.00728%				

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Tract Description No. of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding		Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
					Royalty Owner and Percentages			Primary	Secondary
21 (Continued)									
			Howard W. Bradshaw 0.00058%						
			Ida Miller 0.00018%						
			Flora G. Sarkisian 0.00175%						
			Ellis Rudy 0.00061%						
			Catherine A. Sheridan 0.00283%						
			Executors of Estate of Joseph H. Knapp, Dec'd. 0.00036%						
			J. Franklin Zouck 0.00058%						
			Della B. Edwards 0.00055%						
			William Albert Rowan 0.03906%						
			Alice K. Corkery 0.31250%						
			Max A. Thurber, Trustee 0.78125%						
			Department of Mental Hygiene of the State of California Gen. of the Est. of Alfred Fred Bolthouse 0.07813%						
			Lavene Howard, Indpt. Excrx. and Trustee of the Estate of L. A. Howard, Dec'd. 0.00569%						
			Robert R. McKee 0.00009%						
			Frank McDougall 0.00489%						
			Hugh Corrigan III 0.39062%						
			J. Patrick Corrigan 0.39063%						
			Normarth Corporation 0.00043%						
			Sue Rowan Pittman 0.03906%						
			Rose Lancaster 0.00045%						
			Wrightsmen Investment Company 1.46413%						

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Page 14	
								Percent Participation of Tract in Unit	Primary Secondary

21 (Continued)

Thelma Linam Adlong
 0.48828%
 New Mexico Bank and
 Trust Co., Trustee
 Under the Will of
 James Virgil Linam, Dec'd.
 0.48828%
 Marjorie Cone Kastman, Adm.
 of the Est. of S. E. Cone
 1.19385%
 Norma Sanders
 0.00109%
 John F. Corvino &
 Rita M. Corvino
 0.00117%
 Neil Evans
 0.00338%
 Hylen G. Sullivan
 0.00098%
 June D. Speight
 0.31250%
 Arch H. Rowan & Co., Ltd.
 0.03906%
 Bank of America, NT&SA
 Tr. of the Est. of M. S.
 McMurtry, Dec'd.
 0.07813%
 R. B. Mitchell
 0.03851%
 Virginia Lee Saunders
 0.12207%
 Mary Lee Saunders Reese
 0.03662%
 Woodlan Perry Saunders
 0.03662%
 Frank J. Redfern
 0.01465%
 Marathon Oil Company
 0.07081%

22 SEP¹ Sec. 11 160

T-22-S, R-37-E

Fee	Jean Rowan Altgelt	Mobil Oil Company	Constance E. Byers	Mobil Oil Company	1.14616	2.69451
8-10-49	0.15625%	Same as above	0.17089%	84.37500%		
8-10-49	Warren D. Anderson	Same as above	High J. Ball	Phillips Petroleum Co.		
8-10-49	0.05859%	Same as above	0.17089%	12.50000%		
8-10-49	J. M. Armstrong	Same as above	Dr. J. T. Krueger	1.56300%		
2-21-56	0.14649%	Phillips Petr. Co.	Ida Harper	1.26900%		
4-9-45	Roy G. Barton	Same as above	Helen T. Cox	0.29300%		
2-6-45	0.19531%	Same as above		100.00000%		
4-10-46	L. W. Biddick	Same as above				
	0.14844%					

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty	Lessee of Record	Overriding	Working Interest Owner and Percentage	Percent Participation
				Ownership and Percentages		Royalty Owner and Percentages		of Tract in Unit
22 (Continued)								
				Ann Noble Brown				
				0.49479%				
				Pauline Lemon Buchanan				
				0.02969%				
				Reese Cleveland				
				0.19531%				
				Helen T. Cox				
				0.03662%				
				Lura Flanagan				
				0.09765%				
				Lamae Forbes				
				0.14844%				
				Hugh J. Hall				
				0.19531%				
				Ida Harper				
				0.15869%				
				Willie Bell Herron				
				0.58593%				
				H. L. Huffman				
				0.02344%				
				Martha Louise Hyder				
				0.15625%				
				Elba M. Jones				
				0.14843%				
				Vicki Anderson Jones				
				0.05859%				
				Dr. J. T. Krueger				
				0.19531%				
				Dolly R. Lane				
				0.58594%				
				Sue Rowan Laughlin				
				0.15625%				
				Wylie Long				
				2.14844%				
				John Wesley Long				
				0.58594%				
				O. D. Long				
				0.58594%				
				Neomi Long Lyons				
				0.58594%				
				Wabee Royalties, Inc.				
				0.87891%				
				Mary Markey				
				0.02969%				
				Edward E. Noble				
				0.24739%				
				Sam Noble				
				0.49479%				

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Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit Primary	Secondary																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
22 (Continued)				Laverne Estes Noble	0.24740%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
				Leelah Mae Rodgers	0.58594%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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				William Albert Rowan	0.15625%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
				Arch H. Rowan & Co., Ltd.	0.15625%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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23	NW ¹ SE ¹ , NW ¹ SE ¹ Sec. 12, T-22-S, R-37-E	120	Fee	J. P. Cusack	0.78125%	Sohio Petroleum Company, et al	None		Sohio Petroleum Co.	1.26483	1.92186																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
			12-31-41	Same as above	0.78125%	Same as above			Frank D. Brown, Jr., H. Barksdale Brown, John B. Rich, & Mercantile Safe Deposit and Trust Co. Trustees, under trusts created in item 11 (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.	66.66667%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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				Mrs. A. M. Perkins	0.97656%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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				J. R. Hinton	4.68750%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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24	SE ¹ NW ¹ Sec. 12 T-22-S, R-37-E	40	Fee	J. P. Cusack	0.78125%	Sohio Petroleum Company, et al	J. R. Hinton	2.05078%	The Fort Worth Nat'l Bank Trustee Trust 1979	1.94552	1.80080																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
			10-11-44	Same as above	0.78125%	Same as above																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
			10-25-44	Same as above	0.78125%	Same as above																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
			10-26-45	Same as above	0.78125%	Same as above																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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31.66666%
John B. Rich
1.66667%
100.00000%

Sohio Petroleum Co.
Frank D. Brown, Jr.,
H. Barksdale Brown,
John B. Rich, & Mercantile
Safe Deposit and Trust Co.
Trustees, under trusts created
in item 11 (b) of Trust Agree-
ment dated March 25, 1965, of
which Donaldson Brown was the
Grantor.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages		Overriding Royalty Owner and Percentages		Working Interest Owner and Percentage		Percent Participation of Tract in Unit	
				Lessee of Record						Primary Secondary	

24 (Continued)

Mrs. A.M.Perkins
0.97656%
Ed. M. Whitaker
0.58594%
J. R. Hinton
4.68750%
Ada Hinton
4.68750%

Ada Hinton
2.05078%
4.10156%

Schilo Petroleum Co.
33.33333%
Frank D. Brown, Jr.,
H. Barksdale Brown,
John B. Rich & Mercantile
Safe Deposit and Trust Co.
Trustees, under trusts created
in item 11 (b) of Trust Agree-
ment dated March 25, 1965, of
which Donaldson Brown was the
Grantor.

15.83534%
John B. Rich
0.83533%
100.00000%

25 SW 1/4 Sec. 12 40 Fee 12-31-41
T-22-S, R-37-E

Vicki S. Anderson Fort Worth Nat'l
Jones Bank, Trustee
0.11719%
Warren D. Anderson
0.11719%
L. W. Biddick
0.14062%
Ann Noble Brown
0.46875%
Pauline Lemon Buchanan
0.02812%
Ila Mae Forbes
0.14062%
H. L. Huffman
0.04688%
Elba M. Jones
0.14063%
Mary Markey
0.02812%
E. F. Noble
0.46875%
Sam Noble
0.46875%
Alexander Rodgers
6.25000%
Velma Roring
0.14063%
Samedan Oil Corp.
0.45000%
Jean Simmons Shipley
0.78125%

None

0.88380

0.89696

Fort Worth National Bank,
Trustee (Trust No. 1979)
(Operated by Neville G.
Penrose)

100.00000%

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 18

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty	Lessee of Record	Overriding	Working Interest Owner and Percentage	Percent Participation	
				Ownership and Percentages		Royalty Owner and Percentages		of Tract in Primary	Unit Secondary
25 (Continued)									
				J. E. Simmons 2.34375%					
				Rena Simms 0.02813%					
				Smith Spradling 0.14063%					
				M. E. Tate & Inez Tate 0.14062%					
				Frances Trummer 0.02813%					
				Jane Johnson Wilson 0.03125%					
26	N ¹ / ₂ NE ¹ / ₄ Sec. 12 T-22-S, R-37-E	80	Fee 5-17-43	Warren Anderson 0.11719%	Sinclair Oil & Gas Company	None	Sinclair Oil & Gas Co. 100.00000%	2.10015	1.96469
				L. W. Biddick 0.14063%					
				Ann Noble Brown 0.46875%					
				P. L. Buchanan 0.02812%					
				Ila Mae Forbes 0.14062%					
				H. L. Huffman 0.04688%					
				Elba M. Jones 0.14063%					
				Vicki Anderson Jones 0.11718%					
				Mary Markey 0.02812%					
				Sam Noble 0.46875%					
				E. E. Noble 0.46875%					
				A. Rodgers 6.25000%					
				Velma Roring 0.14062%					
				Samdan Oil Corp. 0.45000%					
				Jean Shipley 0.78125%					
				J. E. Simmons 2.34375%					
				Rena Sims 0.02813%					
				Smith Spradling 0.14062%					

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 19

Tract No.	Description of Land	No. of Acres	Serial No. of Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding Royalty Owner and Percentages	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	Primary	Secondary
26 (Continued)										
27	NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12 T-22-S, R-37-E	40	Fee	Ed M. Whitaker 4.68750% Mrs. A. M. Perkins 4.68750% Lula Cone, Dec'd. 1.56250% James L. Greene, Jr. 0.78125% Betty Jo Greene Morgan 0.78125%	Humble Oil & Refining Company Same as above Same as above Same as above	None	Humble Oil & Refining Co. 100.00000%	0.90970	1.16326	
28	SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1 T-22-S, R-37-E	40	Fee	Joyce C. Brown & Sunray DX Oil Co. B. A. Christmas, Jr., Co-Ex. of Est. of Annie L. Christmas, Dec'd. 6.25000% Wayne Cowden 6.25000%		None	Sunray DX Oil Company 100.00000%	4.42496	1.56735	
29	NE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 1, T-22-S, R-37-E	120	Fee	J. M. Armstrong 0.66965% Rubie C. Bell 0.35413% Etta Vivian Brooks, Ex. of Est. of Lloyd Garringer 0.00603% Mrs. Sue Saunders Graham 0.68452% Keohane, Inc. 0.75893% Walter Lynch 1.78572% Mabee Royalties, Inc. 2.67857% Roger B. Owings 0.89285% Elyse Saunders Patterson 0.68452% Southland Royalty Co. 2.27678% Sally Saunders Tibles 0.68453%		None	Sunray DX Oil Company 100.00000%	4.11156	4.03296	

* This 3/72 unleased mineral interest is handled as a carried working interest.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 21

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding		Working Interest Owner and Percentage		Percent Participation of Tract in Unit	
						Royalty Owner and Percentages				Primary	Secondary
31 (Continued)	12-21-44		The Home-Stake	Gulf Oil Corp.				* Jack Markham	.69500%		
	12-21-44		Oil & Gas Co.	Same as above				* J. M. Welborn	.69500%		
	12-21-44		1.5625%	Same as above				* W. M. Osborn	.23100%		
	3-3-45		Patti Stebbins & *3/72 unleased					* Leland Davison & Allie Gayle Davison	.23100%		
	*3/72 unleased		The Fourth Nat'l Bank of Tulsa						100.00000%		
			0.4557%								
			John J. Redfern, Jr., Indiv. & Atty.-in-Fact								
			0.1042%								
			L. H. Tyson								
			0.1563%								
			Edith T. Akers								
			0.1042%								
			Ursula Jones Goss								
			0.1302%								
			Idille Eiland								
			0.5208%								
			Kathleen Jones Hayes								
			0.1302%								
			Leotis Jones Johnston								
			0.1302%								
			Otis Leonard Jones								
			0.1302%								
			Annie McLaughlin								
			1.5625%								
			Bessie Montgomery								
			0.5208%								
			Gladys Petrilla								
			0.1302%								
			Drury R. Tankersley								
			0.1042%								
			Charles R. Towsy								
			0.3906%								
			Pauline J. Young								
			0.1302%								
			Darrell Gaither Paddock								
			0.1953%								
			Leavell Corporation								
			0.4557%								
			Jeanette Paddock Miller								
			0.1953%								
			Midland National Bank								
			Tr. Acct. 67								
			0.0521%								
			H. W. Benischek								
			0.1302%								

* This 3/72 unleased mineral interest is
handled as a carried working interest.

EXHIBIT "B" TO UNIT AGREEMENT, PADDOCK (San Angelo) UNIT, LEA COUNTY, NEW MEXICO

Page 22

Tract No.	Description of Land	No. of Acres	Serial No. & Exp. Date of Lease	Basic Royalty Ownership and Percentages	Lessee of Record	Overriding	Working Interest Owner and Percentage	Percent Participation of Tract in Unit	
						Royalty Owner and Percentages		Primary	Secondary
31 (Continued)									
				Redfern Development Corporation					
				0.1157%					
				Roy G. Barton					
				0.1736%					
				Jack Markham					
				0.0869%					
				J. M. Welborn					
				0.0869%					
				Leland Davison & Allie Gayle Davison					
				0.0289%					
				W. M. Osborn					
				0.0289%					
	Federal Lands	-	-	200.00 Acres	-	5.32 25.4 % of Unit Area			
	State Lands	-	-	639.04 Acres	-	17.00 4.3 % of Unit Area			
	Fee Lands	-	-	<u>2,919. 34 Acres</u>	-	<u>77.6742% of Unit Area</u>			
				3,758. 18 Acres		100.00000% of Unit Area			

15 JUL 24 1967
U. S. GEOLOGICAL SURVEY
ROS WELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

J. H. Humphreys
Asst. Secretary

AMERADA PETROLEUM CORPORATION
By *[Signature]*
Senior Vice-President

Tr #16.19

ATTEST:

By _____

THE STATE OF Oklahoma
COUNTY OF Tulsa)
: ss

The foregoing instrument was acknowledged before me this 21st day of February, 1967, by JOHN P. HAMMOND, Sr. Vice President of AMERADA PETROLEUM CORPORATION, a Delaware Corporation, as the act and deed of said Corporation.

My Commission Expires:
4-30-70

Lucille F. Carman
Notary Public

THE STATE OF)
COUNTY OF)
: ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATLANTIC RICHFIELD COMPANY

ATTEST:

By S. L. Smith
Attorney in Fact
T-4912 m.l.
XPS
WPS

ATTEST:

By _____

THE STATE OF NEW MEXICO)
COUNTY OF CHAVES) : ss

The foregoing instrument was acknowledged before me this 14th day of February, 1967, by S. L. Smith, Attorney in Fact of Atlantic Richfield Company, a Pennsylvania corporation.

My Commission Expires: July 14, 1967

Notary L. M. Lee
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U.S. GEOLOGICAL SURVEY
PO BOX 100000
DENVER, CO 80201

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Thelma Bryan

By Roy G. Barton
Tr # 18, 19, 21, 22, 31

ATTEST:

By Opal Barton

THE STATE OF N. M.)
COUNTY OF Lea) ss

9th The foregoing instrument was acknowledged before me this day of March, 1967, by Roy G. Barton

My Commission Expires:

My Commission Expires Dec. 8, 1967

Thelma Bryan
Notary Public

THE STATE OF N. M.)
COUNTY OF Lea) ss

4th The foregoing instrument was acknowledged before me this day of May, 1967, by Roy G. Barton
Opal Barton

My Commission Expires:

My Commission Expires Dec. 8, 1967

Thelma Bryan
Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

CITIES SERVICE OIL COMPANY

K. C. Carzone
ASS'T SECRETARY

By R. H. Tucker Q. C. H.
Exec. Vice President
Tr. #5, 10, 11

ATTEST:

By _____

THE STATE OF Oklahoma)
COUNTY OF Washington : ss

The foregoing instrument was acknowledged before me this 14 day of March, 1967, by R. H. Tucker, Exec. Vice Pres., CITIES SERVICE OIL COMPANY, a Delaware Corporation, as the Act and Deed of said Corporation.

My Commission Expires: 22 October 1969

Deana H. Hinson
Notary Public

THE STATE OF _____)
COUNTY OF _____ : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
POSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

By Leland Davison
Tr # 18, 19 21, 31

ATTEST:

By Allie Gayle Davison

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : ss

The foregoing instrument was acknowledged before me this 16th day of March, 1967, by Leland Davison and Allie Gayle Davison, husband and wife.

My Commission Expires: 6-1-67

Irene O. Jauz, Irene O. Jauz
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1967, by

My Commission Expires:

Notary Public

FILED
FEB 21 1967
U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
DOSON, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

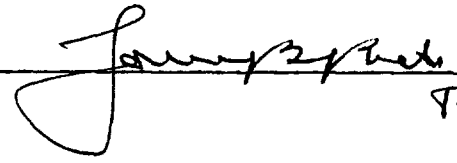
ATTEST:

FRANK D. BROWN, JR., H. BARKSDALE BROWN, JOHN B. RICH and MERCANTILE SAFE DEPOSIT and TRUST COMPANY, TRUSTEES, under trusts created in ITEM II (b) of Trust Agreement dated March 25, 1965, of which Donaldson Brown was the Grantor.

By MERCANTILE SAFE DEPOSIT and TRUST COMPANY
c/o JOHN B. RICH
718 MERCANTILE TRUST BUILDING BALTIMORE, MARYLAND 21202

~~ATTEST:~~ Witness:

Katherine A. Parks


By 
Tr

THE STATE OF Maryland)
CITY : ss
~~COUNTY~~ OF Baltimore)

Tr # 1, 2, 18, 23, 24

The foregoing instrument was acknowledged before me this 13th day of February, 1967, by John B. Rich, ^{as} Trustee. in the foregoing capacities.

My Commission Expires:
July 1, 1967


Notary Public
Anne Arundel County, Maryland

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this ___ day of _____, 1967, by

My Commission Expires:

Notary Public

DELEGATION OF AUTHORITY

The undersigned, FRANK D. BROWN, JR., H. BARKSDALE BROWN, JOHN B. RICH and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, are Trustees under an irrevocable Trust Agreement executed on March 25, 1965, of which DONALDSON BROWN was the Grantor.

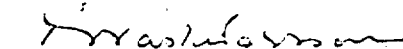
ITEM VII of the said Trust Agreement authorized and empowered the Trustees -

"(k) To employ agents, auditors, attorneys, depositaries and proxies, with or without discretionary powers."

The undersigned deem it necessary in order to facilitate the thorough and efficient administration of the oil and gas interests owned by the trusts to appoint JOHN B. RICH, who is intimately familiar with the oil and gas interests owned by the trusts, as agent for the Trustees, such appointment to be for a period of one year from September 30, 1966 or until the undersigned, FRANK D. BROWN, JR., H. BARKSDALE BROWN, JOHN B. RICH and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, revoke such delegation. Pursuant to this appointment the undersigned do hereby authorize JOHN B. RICH to act as agent for the Trustees and to execute such division orders, contracts and any other instruments which he deems necessary in connection with the operation and management of the oil and gas interests owned

by the trusts.

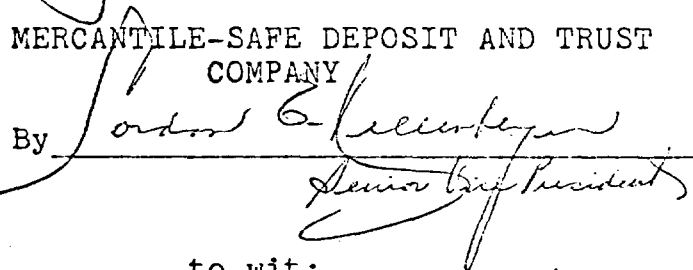

Frank D. Brown, Jr.


H. Barksdale Brown


John B. Rich

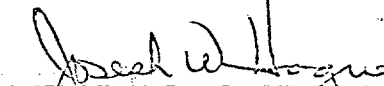
MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY

By


Gordon E. Kellenberger
Senior Vice President

STATE OF MARYLAND, *City of Baltimore* to wit:

I HEREBY CERTIFY that on this *14th* day of *December*, 1966,
before me, the subscriber, a Notary Public of the State of Maryland,
in and for *Anne Arundel County*, personally appeared FRANK D. BROWN, JR.,
H. BARKSDALE BROWN, JOHN B. RICH and *Gordon E. Kellenberger, Jr. Vice President* of
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, and they acknowledged the
foregoing Delegation of Authority to be their act and deed.


Notary Public
My Commission Expires 7/1/67

Joseph W. Hogan
Notary Public

IN 100-100000-100000
FEB 2 1967
U.S. NATIONAL BANK
DUSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE FORT WORTH NATIONAL BANK TRUSTEE

ATTEST:

[Signature]
Asst Cashier

By [Signature]
Assistant Trust Officer
Tr # 24, 25

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS |

COUNTY OF TARRANT |

BEFORE ME, the undersigned authority on this day personally appeared, John R. McGuire, Assistant Trust Officer of The Fort Worth National Bank, Fort Worth, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank in its fiduciary capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of march, A.D., 196 7.

My Commission Expires June 1, 1967

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

____ day of _____, 1967, by

My Commission Expires:

Notary Public

THE FORT WORTH NATIONAL BANK
FORT WORTH, TEXAS

FOLLOWING IS AN EXTRACT FROM THE BY-LAWS OF THE FORT WORTH NATIONAL BANK, FORT WORTH, TEXAS, RELATING TO THE TRANSACTION OF BUSINESS BY THE OFFICERS OF THE TRUST DEPARTMENT; AND A CERTIFICATE OF INCUMBENCY SETTING OUT THE NAME/S OF CERTAIN OFFICER/S:

"SECTION 16 (D) - OFFICERS"

"UNDER THE SUPERVISION OF THE TRUST COMMITTEE AND/OR TRUST INVESTMENT COMMITTEE, THE MANAGEMENT AND IMMEDIATE SUPERVISION OF THE TRUST DEPARTMENT SHALL BE VESTED IN ONE OR MORE VICE PRESIDENTS, WHO MAY OR MAY NOT CARRY THE ADDITIONAL TITLE OF TRUST OFFICER OR SENIOR TRUST OFFICER, OR SUCH OTHER TITLE OR TITLES AS THE BOARD OF DIRECTORS MAY DETERMINE FROM TIME TO TIME. SUCH OFFICER OR OFFICERS SHALL PRESCRIBE THE METHOD AND MANNER IN WHICH ALL SUBORDINATE OFFICERS, AGENTS AND EMPLOYEES OF THE TRUST DEPARTMENT ARE TO PERFORM THEIR DUTIES AND SHALL SUPERVISE AND CONTROL THE SAME.


"SUCH ADDITIONAL TRUST OFFICERS OR ASSISTANT TRUST OFFICERS OR OTHER OFFICERS SHALL BE APPOINTED BY THE BOARD OF DIRECTORS AS MAY BE NECESSARY FOR THE PROPER CONDUCT OF THE BUSINESS OF THE TRUST DEPARTMENT.

"EACH VICE PRESIDENT, TRUST OFFICER OR ASSISTANT TRUST OFFICER SHALL HAVE FULL POWER AND AUTHORITY:-

1. WHEN DULY AUTHORIZED BY THE TRUST COMMITTEE OR BY THE TRUST INVESTMENT COMMITTEE, TO MAKE SUCH CONTRACTS AND AGREEMENTS, ON BEHALF OF THE BANK, AS MAY BE ESSENTIAL OR INCIDENT TO THE CREATION, CONTINUANCE OR DISSOLUTION OF ALL FIDUCIARY RELATIONS AS TO WHICH THIS BANK HAS, OR MAY HEREAFTER HAVE, POWER TO CONTRACT.
2. WHEN DULY AUTHORIZED BY THE TRUST COMMITTEE OR BY THE TRUST INVESTMENT COMMITTEE, TO EXECUTE, ON BEHALF OF THE BANK, ANY PAPER, WRITING OR AGREEMENT IN ANY MATTER PERTAINING TO THE BUSINESS OF THE TRUST DEPARTMENT OR AFFECTING MONEYS, PROPERTY, INVESTMENTS AND SECURITIES HELD BY THE BANK AS FIDUCIARY.
3. TO EXECUTE CERTIFICATES OF AUTHENTICATION FOR BONDS ISSUED UNDER THE TRUSTEESHIP OF THIS BANK, TO SIGN FOR THE BANK AS REGISTRAR AND TRANSFER AGENT, TO SIGN AND ENDORSE IN THE NAME AND ON BEHALF OF THIS BANK CHECKS FOR MONEYS IN ITS POSSESSION OR DEPOSITED BY IT, IN ANY TRUST, REPRESENTATIVE OR OFFICIAL CAPACITY, TO ENDORSE FOR TRANSFER, FOR AND ON BEHALF OF THE BANK, CERTIFICATES OF STOCKS, NOTES AND DRAFTS, AND TO VOTE ON BEHALF OF THE BANK ALL SHARES OF STOCK HELD BY THE BANK IN ANY FIDUCIARY CAPACITY."

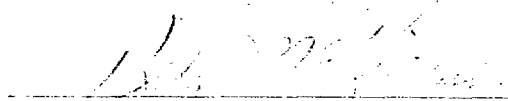
I, R. W. McKithan, CASHIER OF THE FORT WORTH NATIONAL BANK, FORT WORTH, TEXAS, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT EXTRACT FROM THE BY-LAWS OF THIS BANK, WHICH ARE IN FULL FORCE AND EFFECT AT THIS TIME.

FURTHER, THAT AT THIS TIME:

NAME	TITLE	SIGNATURE
<u>John R. McGuire</u>	<u>Assistant Trust Officer</u>	

IS/ARE DULY APPOINTED OFFICER/S OF THIS BANK, HOLDING THE OFFICE/S SHOWN OPPOSITE HIS/THEIR RESPECTIVE NAME/S.

WITNESS MY HAND AT FORT WORTH, TEXAS, ON THIS 29th DAY OF March, 1967 A.D.


CASHIER

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

By Ida Harper
Tr # 22

ATTEST:

By _____

THE STATE OF OKLAHOMA)
COUNTY OF TULSA) : ss

The foregoing instrument was acknowledged before me this
19 day of February, 1967, by Ida Harper

My Commission Expires:
December 6, 1969

Carl P. Baker
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
POSWELL NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Gene R. Lumpkin

By Leila Krueger
Independent Executrix, Estate
of J. T. Krueger, Deceased

Tr #13, 22

ATTEST:

By _____

THE STATE OF TEXAS)
:ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 9th day of March, 1967, by Leila Krueger, Independent Executrix of the Estate of J. T. Krueger, Deceased.

My Commission Expires:
June 1, 1967

Shirley Stuart
Notary Public
Lubbock County, Texas

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROS WELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MARATHON OIL COMPANY

By: I. G. Burrell
I. G. BURRELL
Division Manager

[Handwritten initials]

Tr #6, 21, 30

STATE OF TEXAS)

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 8th day of March, 1967, by I. G. BURRELL, Division Manager of MARATHON OIL COMPANY, an Ohio corporation, on behalf of said corporation.

Irma Green
Notary Public in and for Harris
County, Texas

My Commission Expires _____

IRMA GREEN
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

REF ID: A66067

JUL 24 1967

U. S. GEOLOGICAL SURVEY
POSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Arita Bridgeman

By Jack Markham

ATTEST:

Arita Bridgeman

By Mary Boone Markham

T.#18,19,21,31

THE STATE OF TEXAS)
) : ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this
21st day of March, 1967, by JACK MARKHAM & MARY BOONE MARKHAM,
husband and wife.

My Commission Expires:
6-1-67

Arita Bridgeman
Notary Public

THE STATE OF)
) : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
POSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

By W. W. Osborn

ATTEST:

By Mrs. Dorothy C. Osborn

Tr# 18, 19, 21, 31

THE STATE OF Texas)
COUNTY OF Hidalgo) ss

The foregoing instrument was acknowledged before me this 29th day of March, 1967, by W. W. Osborn and wife, Dorothy C. Osborn.

My Commission Expires:

June 1, 1967

L. M. Osborn
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY

CONSENT AND RATIFICATION POSWELL, NEW MEXICO
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Tom E. Johnson
Tom E. Johnson, Asst. Secretary

REDFERN DEVELOPMENT CORPORATION

By John J. Redfern, Jr.
John J. Redfern, Jr., President

Tr #31

~~RECEIVED~~

John J. Redfern, Jr.
John J. Redfern, Jr., Indiv. & Atty.-in-Fact
for Frank J. Redfern
Rosalind Redfern
Rosalind Redfern

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : SS

The foregoing instrument was acknowledged before me this 23 day of March, 1967, by John J. Redfern, Jr., Indiv. & as Attorney-in-Fact for Frank J. Redfern.

L. KEITHLEY - Notary Public
MIDLAND COUNTY, TEXAS
My Commission Expires June 1, 1967
My Commission Expires:

L. Keithley
Notary Public

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : SS

The foregoing instrument was acknowledged before me this 23 day of March, 1967, by Rosalind Redfern.

L. KEITHLEY - Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge

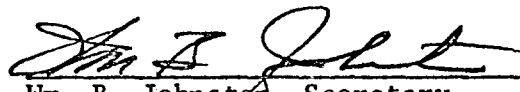
RESOLUTION

"RESOLVED, that the President and/or Vice-Presidents and Secretary and/or Assistant Secretaries of Redfern Development Corporation be and they are hereby authorized and empowered to execute, acknowledge, and deliver oil and gas leases, mineral deeds, and all other instruments in connection with the handling of the properties of Redfern Development Corporation; and that said officers be and they are hereby authorized to execute in the name and on behalf of the corporation all such oil, gas and mineral leases, mineral deeds, contracts and other instruments."

AFFIDAVIT

I, Wm. B. Johnston, Secretary of Redfern Development Corporation, a corporation organized and existing under the laws of the State of Delaware, do hereby certify that at a meeting of the Board of Directors of said corporation, duly called and held at the office of the corporation, 1200 Wilco Building, Midland, Texas, October 2, 1961, a quorum being present, the above resolution upon motion duly made and seconded, was unanimously adopted.


I further certify as Secretary of said corporation that I have charge of and full access to the records of the Executive Committee and Board of Directors, and that the above and foregoing is a true and correct copy of said resolution.


Wm. B. Johnston, Secretary

THE STATE OF TEXAS. X

COUNTY OF MIDLAND. X

SUBSCRIBED AND SWORN TO before me this 26th day of January,
19 65.


Notary Public in and for Midland County,
Texas.

My Commission Expires:

L. KEITHLEY - Notary Public
MIDLAND COUNTY, TEXAS
My Commission Expires June 1, 1965

JUL 15 1967
NOTARY PUBLIC
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

~~ATTEST~~: witness:

Katherine G. Parks

By John B. Rich

~~ATTEST~~: witness:

Katherine G. Parks

By Harriet R. G. Rich

Tr # 1, 2, 18, 23, 24

THE STATE OF MARYLAND)
CITY : ss
~~COUNTY~~ OF BALTIMORE)

The foregoing instrument was acknowledged before me this 14th day of February, 1967, by John B. Rich.

My Commission Expires:
July 1, 1967

Helen Steg
Notary Public
Anne Arundel County, Maryland

THE STATE OF Maryland)
CITY : ss
~~COUNTY~~ OF Baltimore)

The foregoing instrument was acknowledged before me this 11th day of April, 1967, by Harriet R. G. Rich, wife of John B. Rich.

My Commission Expires:
July 1, 1967

Helen Steg
Notary Public
Anne Arundel County, Maryland

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

SHELL OIL COMPANY
By J. V. Lindsey
Attorney in Fact

ATTEST:

By _____
Tr # 20

THE STATE OF TEXAS)
COUNTY OF MIDLAND) :SS

The foregoing instrument was acknowledged before me this

MA-636 (Rev. 4-14-66)

STATE OF TEXAS)
COUNTY OF MIDLAND)

Before me, the undersigned authority, on this day personally appeared J. V. Lindsey, known to me to be the person whose name is subscribed to the foregoing instrument as Attorney in Fact for Shell Oil Company, a Delaware corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the free act and deed of said Shell Oil Company in the capacity therein stated.

Given under my hand and seal of office this 31st day of March, 1967

My Commission Expires
June 1, 1967

Rubalee Thomas
Notary Public in and for Midland
County, Texas

RUBALEE THOMAS
Notary Public in and for
Midland County, Texas

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

[Signature]
ASST. SECRETARY

SINCLAIR OIL & GAS COMPANY

By [Signature]
VICE PRESIDENT

APPROVED	
SUBSTANCE	<u>[Signature]</u>
FORM	<u>[Signature]</u>

ATTEST:

By _____

Tr # 9, 10, 26

THE STATE OF TEXAS)
) : ss
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 9th day of April, 1967, by O. C. SIMMONS, Vice President of SINCLAIR OIL & GAS COMPANY, a Texas corporation, on behalf of said corporation.

My Commission Expires:

June 1, 1967

[Signature]
Notary Public

THE STATE OF)
) : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

SKELLY OIL COMPANY

J. J. Gordon
Assistant Secretary

By C. L. Blacksher
C. L. Blacksher
Vice President

ATTEST:

By _____

THE STATE OF Oklahoma)
COUNTY OF Lea) : ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by C. L. Blacksher, Vice President, SKELLY OIL COMPANY, a Delaware Corporation, as the act and deed of said Corporation.

My Commission Expires:
My Commission Expires May 31, 1967

Doris L. Celler
Notary Public

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL S
ROSWELL, NEW MEX.

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

SOHIO PETROLEUM COMPANY

~~ATTORNEY~~

By

J. H. Field
AGENT AND ATTORNEY IN FACT

ATTEST:

By

Tr # 1, 2, 18, 23, 24

THE STATE OF **OKLAHOMA**)
COUNTY OF **OKLAHOMA**) : SS

The foregoing instrument was acknowledged before me this 31st day of March, 1967, by **J. H. FIELD, Agent and Attorney in Fact of SOHIO PETROLEUM COMPANY, an Ohio Corporation.**

My Commission Expires:
September 6, 1969

Welda L. Myers
Notary Public

THE STATE OF)
COUNTY OF) : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

APR 24 1967

U. S. GEOLOGICAL SURVEY
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the development and operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, and also a copy of the Unit Operating Agreement for said Unit Area, both of which are dated February 1, 1967, and hereby acknowledge that the undersigned have read and are familiar with the terms and conditions thereof. The undersigned being the owners of leasehold, royalty or other interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent to said Unit Agreement and Unit Operating Agreement and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

TIDEWATER OIL COMPANY, a corporation

By Lloyd Armstrong
Attorney-in-Fact

ATTEST:

By _____

Tr #12

THE STATE OF **Texas**)
COUNTY OF **Harris**) : SS

The foregoing instrument was acknowledged before me this 21 day of March, 1967, by **Lloyd Armstrong, Attorney-in-Fact of Tidewater Oil Company, a Delaware corporation, on behalf of said corporation.**

My Commission Expires: 6-1-67

Melba F. Stephenson
Notary Public
MELBA F. STEPHENSON
Notary Public in and for Harris County, Texas

THE STATE OF)
COUNTY OF) : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Anita Bridgman

By

Jim Welborn

By

T.# 13, 9.21.31

My Commission Expires:
6-1-67

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this
day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

FEB 2 1967

U. S. GOVERNMENT
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Attest:

Ernest A. Fisher
Assistant Cashier

Republic National Bank of Dallas

By: Frank B. Houghton 2/24/67
Trust Officer
Trustee u/a of the Abelow family Tr. #3608

THE STATE OF Nebraska)
COUNTY OF Lincoln) ss

The foregoing instrument was acknowledged before me this 5 day of March, 1967, by

My Commission Expires:

1-1-1967

Ernest A. Fisher
Notary Public

STATE OF Nebraska }
COUNTY OF Lincoln }

The foregoing instrument was acknowledged before me this 5 day of March, 1967, by Frank B. Houghton of Republic National Bank of Dallas corporation, in behalf of said corporation.

Ernest A. Fisher
Notary Public

My Commission Expires:

1-1-1967

JUN 19 1967
J. J. GIBBONS, Notary Public
SANTA FE, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Edith T. Akers

EDITH T. AKERS

T-#31

THE STATE OF CALIFORNIA)
: ss
COUNTY OF SAN LUIS OBISPO)

The foregoing instrument was acknowledged before me this 23 day of June, 1967, by Edith T. Akers.

My Commission Expires:
October 10, 1970

B. Marie Gibbons
Notary Public - California
Principal Office in the County of
San Luis Obispo

THE STATE OF)
: ss
COUNTY OF)



B. MARIE GIBBONS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SAN LUIS OBISPO COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUN 1 1967
MIDLAND, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Warren D. Anderson

THE STATE OF Texas)
 : ss
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this
27th day of March, 1967, by Warren D. Anderson

My Commission Expires:
June 1, 1967

Celeste Royal
Notary Public

CELESTE ROYAL, Notary Public
IN AND FOR MIDDLEBURY COUNTY, TEXAS

THE STATE OF Texas)
 : ss
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this
29 day of March, 1967, by Ada A. Anderson, wife of

Warren D. Anderson, having been examined by me privily and apart from her husband, and the said Ada A. Anderson acknowledged such instrument to be her act and deed and had willingly
My Commission Expires: signed same.

June 1, 1967

Celeste Royal
Notary Public

RECORDED
1967
JAN 22 1967
J. M. ARMSTRONG
J. M. ARMSTRONG

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. M. Armstrong
W. A. Yeager
THE STATE OF TEXAS)

COUNTY OF MIDLAND)

: ss

T# 21,22,29
A 20,30

The foregoing instrument was acknowledged before me this 10th day of April, 1967, by J. M. Armstrong and wife, Mary Lee Armstrong, and W. A. Yeager and wife, Patsy Goss Yeager.

My Commission Expires:

June 1, 1967

Lily Carden
Notary Public

(Lily Carden)

THE STATE OF)

: ss

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
1967
JAN 22 1967
COUNTY CLERK
PASADENA, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bank of America NT&SA Trustee U/W of
Milton S. Country, deceased,

BY: _____

Trust Officer

BY: _____

Assistant Trust Officer

THE STATE OF _____)

CORPORATE ACKNOWLEDGMENT

State of California

County of FRESNO

} S.S.

On this 31st day of March, 19 67, before me Ellie Madewell, a Notary Public in
and for said Fresno County, personally appeared P. D. O'LEARY

(SEAL)

known to me to be the Trust Officer
and B. J. EVENETT, known to me to be the
Assistant Trust Officer of the Bank of America NT&SA,
the Corporation that executed the within instrument, and also known to me to be the person s
who executed the within instrument, on behalf of the Corporation herein named, and acknowl-
edged to me that such Corporation executed the same, and further acknowledged to me that
such Corporation executed the within instrument pursuant to its by-laws or a resolution of its
Board of Directors.

WITNESS my hand and official seal.

Notary Public in and for said Fresno County and State.

My commission expires April 26, 19 67.

My Commission Expires:

Notary Public

APR 17 1967
S. A. GILSON, JR.
DUSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments, as to Tract No. 17.

ATTEST:

Don Miller
Assistant Cashier

THE MIDLAND NATIONAL BANK, INDEPENDENT
EXECUTOR AND TRUSTEE UNDER THE WILL OF
R. M. BARRON, DECEASED

By:

W. P. Franklin
Vice President

Tr # 17

THE STATE OF TEXAS)
 : ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this
11th day of April, 1967, by W. P. FRANKLIN, Vice President
of The Midland National Bank, Midland, Texas.

My Commission Expires:

6-1-67

June Neal
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

[illegible]

ALVA LOU DeLAO
NOTARY PUBLIC
SAN BERNARDINO COUNTY
CALIFORNIA

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bryon Bell
5201 W. 1st Avenue, Suite 415, Las Vegas, Nevada

THE STATE OF

COUNTY OF

: SS

Rubie C. Bell
Rubie Crosby Bell, a married woman, dealing herein in her sole and separate estate.

T# 1-2730

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

THE STATE OF LOUISIANA)
COUNTY OF ORLEANS) : SS

30th The foregoing instrument was acknowledged before me this day of MARCH, 1967, by RUBIE C. BELL and BRYAN BELL.

My Commission ~~Expires~~
issued for life.

Francis J. Dumarest, Jr.
Notary Public

JUL 24 1967

U S GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

X 7030 Chappel Ave Chicago Ill
not married

THE STATE OF Illinois)
COUNTY OF Cook) ss

The foregoing instrument was acknowledged before me this 30th day of March, 1967, by Robert B. Berg.

My Commission Expires:

MY COMMISSION EXPIRES

APRIL 22, 1969

Robert B. Berg
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

SURVEY
NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF OKLAHOMA)
 : ss
COUNTY OF CARTER)

Beatrice Biddick

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by L. W. Biddick and Beatrice Biddick, husband and wife.

My Commission Expires:
Jan. 16, 1969.

L. W. Morgan
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT U.S. GEOLOGICAL SURVEY
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Durwood H. Bradley
Durwood H. Bradley
Durwood H. Bradley

THE STATE OF New Mexico)
COUNTY OF Lea) ss

The foregoing instrument was acknowledged before me this 22 day of June, 1967, by DURWOOD H. BRADLEY.

My Commission Expires:

June 1967

James H. Fenwick
Notary Public

(James H. Fenwick)

THE STATE OF New Mexico)
COUNTY OF Lea) ss

The foregoing instrument was acknowledged before me this 22 day of June, 1967, by EVELYN R. BRADLEY, wife of DURWOOD H. BRADLEY.

My Commission Expires:

June 1967

James H. Fenwick
Notary Public

(James H. Fenwick)

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSOWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Howard W. Bradshaw

Arlene W. Bradshaw

THE STATE OF Indiana)
COUNTY OF Carroll) ss

Page 21

The foregoing instrument was acknowledged before me this
31 day of March, 1967, by Howard W. Bradshaw

My Commission Expires:
July 1 1969

David H. Miller
Notary Public

THE STATE OF Indiana)
COUNTY OF Carroll) ss

The foregoing instrument was acknowledged before me this
31 day of March, 1967, by Arlene W. Bradshaw, wife of
Howard W. Bradshaw.

My Commission Expires:
July 1 1969

David H. Miller
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF ILLINOIS)
 : ss
COUNTY OF COOK)

John L. Brady
Martha H. Brady

The foregoing instrument was acknowledged before me this 7th day of April, 1967, by John L. Brady and wife, Martha H. Brady.

My Commission Expires:

MY COMMISSION EXPIRES APRIL 22, 1968

[Signature]

Notary Public

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Pauline Lemon Buchanan

D. J. Buchanan (Husband)

THE STATE OF Oklahoma)
COUNTY OF Tulsa) ss

The foregoing instrument was acknowledged before me this 7th day of April, 1967, by Pauline Lemon Buchanan and husband, D. J. Buchanan.

My Commission Expires:
My Commission Expires Sept. 20, 1967

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Constance E. Byers
Constance E. Byers, a widow.

THE STATE OF TEXAS)
 : ss
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this
8th day of July, 1967, by Constance E. Byers, a widow.

My Commission Expires:
June 1, 1969

Lynwood Mark Rhodes
Notary Public
Lynwood Mark Rhodes, Notary Public,
in and for Travis County, Texas.

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

UNIT SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF NEW MEXICO)
COUNTY OF LEA) : ss

Anderson Carter
Gerldine Carter

The foregoing instrument was acknowledged before me this 19th day of June, 1967, by Anderson Carter and Gerldine Carter,
his wife

My Commission Expires:
August 29, 1970

Betty A. Kaiser

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Effie Carter
Effie Carter

THE STATE OF NEW MEXICO)
COUNTY OF LEA) ss

The foregoing instrument was acknowledged before me this 19th day of June, 1967, by Effie Carter, a widow never having remarried

My Commission Expires:
August 24, 1970

Betty A. Kaiseh
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

ALL 24 1967

U. S. DEPARTMENT OF AGRICULTURE
ALBUQUERQUE, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF New Mexico)
COUNTY OF Doña Ana) : ss

Donato Carter
Beverly T. Carter

11-1

The foregoing instrument was acknowledged before me this 25th day of February, 1967, by Donato Carter Jr. AND BEVERLY T. CARTER, HIS WIFE.

My Commission Expires:
December 26, 1970

[Signature]
Notary Public

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED

11 2 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO


The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

The Chase Manhattan Bank is executing this Ratification of Unit Agreement (1) as holder of the Notes of the below-named Purchasers of the Argo Production Payment herein below described, which Notes are secured by that certain Mortgage and Deed of Trust and Assignment of Production dated December 15, 1961 from said purchasers to M. B. Bateman, Trustee, and The Chase Manhattan Bank and (2) as assignee and pledgee of production and the proceeds thereof. The Argo Production Payment was executed by Argo Oil Corporation in Part I of that certain Conveyance dated December 15, 1961 from Argo Oil Corporation (Part I being a transfer of certain oil and gas properties to The Atlantic Richfield Company) and fractional undivided interests in the Argo Production Payment were conveyed in Part II of said Conveyance to the Purchasers, namely, Mustang Corporation, Non-Dak Oil Corporation, Salem Oil Corporation, Cambrian Oil Company and Tina Minerals Corporation.


It is understood that this execution of the Ratification of Unit Agreement by The Chase Manhattan Bank is without recourse on any representation, warranty or indemnity of title, express or implied.

ATTEST:

THE CHASE MANHATTAN BANK,



ASSISTANT SECRETARY

By 

Notary Public

Tr # 9, 10, 11, 12, 13, 14
12-17-13

My Commission Expires:

IMELDA CLENNAN
Notary Public, State of New York
No. 41-0561575
Qualified in Queens County
Certificate filed in New York County
Term Expires March 30, 1969

Notary Public

RECEIVED
MAR 1 1967
NOTARY PUBLIC
JOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

James E. Cheddy *Ma C. Cheddy - Married*
~~Signature of wife - Not Applicable~~

THE STATE OF New York)
COUNTY OF Erie) : ss

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by James E. Cheddy

My Commission Expires: _____

Matthew Kryczko

Notary Public
MATTHEW KRYCZKO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1968

THE STATE OF New York)
COUNTY OF Erie) : ss

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by James E. Cheddy

My Commission Expires: _____

Matthew Kryczko

Notary Public
MATTHEW KRYCZKO
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1968

RECEIVED
JAN 21 1967
BAYWELL, NEW YORK

Notary Public

RECEIVED
MAR 1 1967
JANELL DEW

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Charles L Cobb

Margaret Cobb To-21

THE STATE OF TEXAS)
 : ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by **CHARLES L. COBB**, husband of **Margaret Cobb**.

My Commission Expires:
June 1, 1967.

Beggy Edmonson
/ Notary Public

THE STATE OF TEXAS)
 : ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 30th day of March, 1967, by **MARGARET COBB**.

My Commission Expires:
June 1, 1967.

Beggy Edmonson
/ Notary Public

RECEIVED
NOTARY PUBLIC
LEA COUNTY, NEW MEXICO
MAY 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF New York)
COUNTY OF Kings) : ss

David Cohen H
DAVID COHEN - E 4
2320 OCEAN AVE.
BROOKLYN, N.Y.
Ida Cohen W

The foregoing instrument was acknowledged before me this 28th day of MARCH-----, 1967, by David Cohen & Ida Cohen
his wife

My Commission Expires: 5-30-68

Arnon Brodsky
Notary Public

THE STATE OF)
COUNTY OF) : ss

ARNON BRODSKY
Notary Public, State of New York
No. 24-5169383
Qual. R. Kings County
Commission Expires March 30, 1968

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECORDED
INDEXED
MAR 1 1967
COUNTY OF LEA
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lillian Hinkle Coll
Lillian Hinkle Coll, Individually and as
Executrix and Trustee under the Last Will
and Testament of Max W. Coll, Deceased.

THE STATE OF New Mexico)
 : ss
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this
3rd day of April, 1967, by Lillian Hinkle Coll, Individually
and as Executrix and Trustee under the Last Will and Testament of Max W. Coll,
Deceased.

My Commission Expires:
May 19, 1970

Ann Clayton Smith
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
1967
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Adeline Z. Cone (a Leasee Only)
T1#21

THE STATE OF Texas)
COUNTY OF Udall : ss

The foregoing instrument was acknowledged before me this 15th day of April, 1967, by Adeline Z. Cone,

My Commission Expires: June 1, 1967

Leona Durbin
Notary Public

THE STATE OF)
COUNTY OF : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

[illegible]

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Tr # 21

The foregoing instrument was acknowledged before me this 12th day of April, 1967, by A. L. Cone and wife, Annie Cone

Richard R. R. R. R.
Notary Public

Notary Public

RECEIVED
JUN 1967
U. S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C. 20250

Arden In Care T-19
Kathleen Cone - 1921

Mary Jean Thompson Bird
Notary Public

Notary Public

RECEIVED
MAR 2 1967
J. R. Cane
LUBBOCK, TEXAS

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ 10-21

THE STATE OF TEXAS)
 : ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this
27 day of March, 1967, by J. R. Cane and wife Dorothy Cane

My Commission Expires:

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSTWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
COUNTY OF LUBBOCK) : ss

The foregoing instrument was acknowledged before me this 24 day of March, 1967, by S. E. Cone, Jr.

My Commission Expires:

6-1-67

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.


ASSISTANT SECRETARY

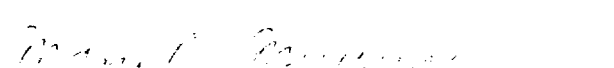
CONTINENTAL OIL COMPANY


J. P. Malott - Vice President

THE STATE OF TEXAS)
COUNTY OF HARRIS) : ss

The foregoing instrument was acknowledged before me this
16 day of May, 1967, by J. P. Malott

My Commission Expires:
June 1, 1967


Notary Public

STATE OF TEXAS)
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 16
day of May, 1967, by J. P. Malott
Vice-President of CONTINENTAL OIL COMPANY
a Delaware corporation, in behalf of said corporation.


Notary Public

My Commission Expires:

June 1, 1967

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Washington)
COUNTY OF King) : ss

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by Alice E. Corkery

My Commission Expires:

1969

Palmer M. Hughes
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ann U. Corrigan
Hugh Corrigan, III

THE STATE OF FLORIDA)
 : ss
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this
29th day of March, 1967, by Hugh Corrigan III.

My Commission Expires:
May 12, 1970

Sumner P. Holland
Notary Public

THE STATE OF FLORIDA)
 : ss
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this
21st day of April, 1967, by Ann U. Corrigan, wife of
Hugh Corrigan III.

My Commission Expires:
May 12, 1970

Sumner P. Holland
Notary Public

RECEIVED

JUN 24 1967

UNITED STATES GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF FLORIDA)
 : ss
COUNTY OF INDIAN RIVER)

J. Patrick Corrigan

T-2

The foregoing instrument was acknowledged before me this
29th day of March, 1967, by J. Patrick Corrigan.

My Commission Expires:
May 12, 1970

Burton P. Stollard
Notary Public

THE STATE OF FLORIDA)
 : ss
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this
21st day of April, 1967, by Patricia P. Corrigan, wife
of J. Patrick Corrigan.

My Commission Expires:
May 12, 1970

Burton P. Stollard
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Illinois)
COUNTY OF Cook) : ss

The foregoing instrument was acknowledged before me this 30th day of March, 1967, by John F. Corvino and Rita M. Corvino, husband and wife.

My Commission Expires:
My Commission Expires February 5, 1969

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 21 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Alvin Sam Couden Title 17
Wayne Couden Title 21

THE STATE OF New Mexico)
COUNTY OF Eddy) : ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by Alvin Sam Couden and Wayne Couden, the said and my

My Commission Expires:
August 12, 1968

Leola C. Crouch
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs. Elizabeth Cowser _____

THE STATE OF Illinois)
COUNTY OF Fulton) ss

The foregoing instrument was acknowledged before me this 26th day of April, 1967, by Elizabeth Cowser

My Commission Expires:
My Commission Expires
May 22, 1968

Kathleen Rolando
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U.S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Witness

ATTEST:

[Signature]
Assistant Cashier

6

Jessie B. Crump, Individually

By *[Signature]*
Jessie B. Crump

[Signature]
David C. Blevins

The Fort Worth National Bank

By *[Signature]* T-11
Assistant Trust Officer

Co-Trustees of the Joe and Jessie
Crump Fund

The foregoing
day of _____, 1967,

My Commission Expires:

Notary Public

The undersigned (husband and wife) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknow-

The foregoing instrument was acknowledged before me this _____, 1967, by

THE STATE OF TEXAS,
COUNTY OF Hidalgo

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Jessie B. Crump & David C. Blevins known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26 day of June A.D. 1967

(L.S.)

842—THE ODEE COMPANY, PUBLISHERS—DALLAS

Notary Public in and for Hidalgo County, Texas.
Floyd C. Kress

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS }

COUNTY OF TARRANT }

BEFORE ME, the undersigned authority on this day personally appeared, John R. McGuire, Assistant Trust Officer of The Fort Worth National Bank, Fort Worth, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank in its fiduciary capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of June, A.D., 1967.

Notary Public in and for Tarrant County, Texas

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF)
COUNTY OF Tarrant : ss

13th day of April, 1967, by J. C. Cusack and Mary F. Cusack, husband and wife

My Commission Expires:

June 1, 1967

Wesley Green
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bess Yearwood

Bess Yearwood, Trustee for Rose Eaves Trust

Tr# 1

THE STATE OF NEW MEXICO)
COUNTY OF LEA) : ss

The foregoing instrument was acknowledged before me this 31st day of March, 1967, by Bess Yearwood, Trustee for Rose Eaves, Trust.

My Commission Expires:
May 3, 1967

[Signature]
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

11 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Robert C. Bland

Tr# 21

THE STATE OF *New York*)
COUNTY OF *Kings*) : ss

30 The foregoing instrument was acknowledged before me this
day of *March*, 1967, by *Robert C. Bland UNARRIED*

My Commission Expires:
3-30-68

Notary Public
Notary Public, New York
No. 10001137
Qualified in Kings County
Commission Expires March 30, 19*68*

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
11 2 1967
RECORDS SURVEY
LAS VEGAS, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ Page 13 of 14 Tr # 21

THE STATE OF)
 Pennsylvania ss
COUNTY OF)
 Philadelphia

The foregoing instrument was acknowledged before me this
day of _____, 1967, by
17th March John B. Edwards

My Commission Expires:

John Miller
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
_____ day of _____, 1967, by

My Commission Expires:

John Miller
Notary Public

RECEIVED
1967
SECOND SURVEY
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Edward Mitchell Edwards
Delia B. Edwards, his wife
by E.M. Edwards, under power of attorney
Tc-21

THE STATE OF Pennsylvania)
COUNTY OF Philadelphia) ss

The foregoing instrument was acknowledged before me this 27th day of _____, 1967, by Edward Mitchell Edwards and Delia B. Edwards, his wife by E.M. Edwards under My Commission Expires _____ of attorney

Ida Miller
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED
1967
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Att. at: J. H. Muller E.M. EDWARDS COMPANY Tr=21
Asst. Secy BY: T. W. Edwards PRESIDENT

THE STATE OF Pennsylvania)
COUNTY OF Philadelphia: ss)

27th The foregoing instrument was acknowledged before me this March day of 1967, by E.M. Edwards, Pres. of E.M.

Edwards Company a Delaware Corporation, as the act and deed of said company.
My Commission Expires: _____

J. H. Muller
Notary Public

THE STATE OF _____)
COUNTY OF _____ : ss)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

RECORDED
1967
MAR 10 1967
NOTARY PUBLIC
STATE OF NEW YORK
EX-100

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Raymond P. Erszanski
XXXXX Raymond P. Erszanski
c/o C. M. Paul
1328 - 15th St.
Santa Monica, Calif., 90404

THE STATE OF *New York*)
COUNTY OF *New York*) : ss

The foregoing instrument was acknowledged before me this 11th day of May, 1967, by Raymond P. Erszanski,
Femme Sole

My Commission Expires:
3/31/68

Francis P. Vetter
Notary Public

FRANCIS P. VETTER
NOTARY PUBLIC STATE OF NEW YORK
No. 60-9476975
Qualified in Westchester County
Cert. filed with New York County Clerk
Term expires March 31, 1968

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

I have signed as a single person (not married) and your records should be changed accordingly.

Raymond P. Erszanski

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Nell Evans Tr 21

THE STATE OF California)
COUNTY OF Alameda) ss

The foregoing instrument was acknowledged before me this 29th day of March, 1967, by Nell Evans

My Commission is Permanent Expires:

George A. Schmitt
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

FELMONT OIL CORPORATION

John B. Dickerson
Assistant Secretary
THE STATE OF TEXAS)
COUNTY OF MIDLAND) : SS

T. Verne Dwyer
T. Verne Dwyer, Agent

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 23rd day of May, 1967, by T. Verne Dwyer Agent of Felmont Oil Corporation, a Delaware corporation, in behalf of said corporation.

Lynn Swartedaugh
Notary Public

My Commission Expires:

June 1967

LYNN SWARTEAUGH - Notary Public
In and for Midland County, Texas
My Commission Expires June 1967

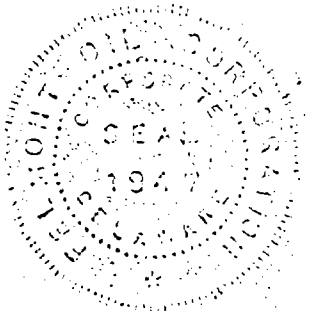
FELMONT OIL CORPORATION

Certificate

I, Daniel E. Chieco, Secretary of Felmont Oil Corporation, do hereby certify that the following is a true, correct and complete copy of a resolution duly adopted at a meeting of the Board of Directors of said corporation duly held on February 10, 1966, and that the same is now in full force and effect, not having been amended, altered or rescinded:

"RESOLVED, that T. Verne Dwyer, be and he hereby is appointed Agent of Felmont Oil Corporation, with full power and authority to execute and deliver on behalf of this corporation the following instruments and documents relating to oil, gas or mineral lands, leases, royalties, and interests, viz: all assignments, deeds, mortgages, leases, division orders, transfer orders, partial assignments, mineral and royalty deeds, conveyances, quitclaims, or any other form or forms of transfer, farmout agreements, operating agreements, bottomhole or dryhole contribution agreements, renewals and releases of oil and gas leases, unitization agreements, subordination agreements, option contracts, drilling contracts, any contract or contracts whatever for the purchase, development, sale or surrender of any oil or gas lands or interest in oil or gas lands, any other form or forms of contracts, declarations of trust, certificates of ownership or estoppel certificates, affecting or covering any oil or gas properties or oil or gas property interests, oil or gas lands, oil or gas leases, royalty interests, mineral interests, fee interests, or any other ownership of oil or gas lands or interests in oil or gas lands, or oil, gas and mineral rights, or any interest in oil or gas property of any character whatsoever, or any right, title or interest in and to any oil, gas or minerals, heretofore, now or hereafter owned by this corporation in the area administered by this corporation's Western Division office, presently located in Midland, Texas."

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the said corporation this 18th day of February, 1966.



Daniel E. Chieco
Daniel E. Chieco
Secretary

RECEIVED
JUL 24 1967
U. S. GEOLOGICAL SURVEY
ROS WELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

The First National Bank of Roswell
Roswell, New Mexico
Trustee of the Allie M. Lee Trust

By: _____
Vice President and Trust Officer

THE STATE OF New Mexico)
COUNTY OF Chaves : ss)

The foregoing instrument was acknowledged before me this 21st day of June, 1967, by William J. Williamson, Vice President and Trust Officer of the First National Bank of Roswell, a national banking corporation.

My Commission Expires:
May 4, 1969

Notary Public

THE STATE OF)
COUNTY OF : ss)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

STATE OF New Mexico)
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 21st day of June, 1969, by William J. Williamson, Vice President & Trust Officer of The First National Bank of Roswell, a national banking corporation, in behalf of said corporation.

My Commission Expires:

May 4, 1969

William J. Williamson
Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELE, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE UNDERSIGNED, Continental Illinois National Bank and Trust Company of Chicago and Patrick Oil Company, are neither working interest owners nor royalty owners within the meaning of said Unit Agreement and each joins in the execution hereof for the sole purpose of evidencing its consent to the execution hereof by The Fluor Corporation, Ltd.

ATTEST:

Date Signed:

THE FLUOR CORPORATION, LTD.

Robert B. Hurpert
Secretary

4-7-67

By: *James Smilon*
Vice President

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

James J. Simon
Assistant Cashier

4-18-67

By: *John A. Pearson*
Vice President

PATRICK OIL COMPANY

W. H. Rota
Asst. Secretary

4-24-67

By: *A. R. H.*
Vice President

STATE OF TEXAS X
COUNTY OF MIDLAND X

BEFORE ME, SHELBY M. WILLS, a Notary Public in and for said County and State, on this day personally appeared JAMES P. MILOR, Vice President of THE FLUOR CORPORATION, LTD., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that same was the act of said corporation and that he executed the same as the act of said corporation for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of May, 1967.

SHELBY M. WILLS - Notary Public
My Commission Expires June 1, 1967

SHELBY M. WILLS
Notary Public in and for Midland
County, Texas

STATE OF ILLINOIS X
COUNTY OF COOK X

BEFORE ME, JEANETTE J. LIPINSKI, a Notary Public in and for said County and State, on this day personally appeared ALVIN J. PEARSON, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of May, 1967.

My Commission Expires:
MY COMMISSION EXPIRES
MARCH 16, 1968

Jeanette J. Lipinski

STATE OF NEW YORK X
COUNTY OF NEW YORK X

BEFORE ME, MARY G. BROWN, a Notary Public in and for said County and State, on this day personally appeared E. L. REYES, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be the Vice-President of PATRICK OIL COMPANY, a Delaware Corporation, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and as the act of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24th day of April, 1967.

MARY G. BROWN
Notary Public, State of New York
No. 43-5482005
Qualified in Richmond County
Certificate filed in New York County
Commission Expires Mar. 30, 1968
My Commission Expires:
March 30, 1968

Mary G. Brown

RECEIVED
APR 10 1967
U.S. DEPARTMENT OF THE INTERIOR
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ilamae Forbes

C. C. Forbes, husband

THE STATE OF OKLAHOMA)
 : ss
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this
10th day of April, 1967, by Ilamae Forbes and C. C. Forbes, husband
and wife.

My Commission Expires:

Notary Public

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

Notary Public

RECEIVED

JUL 2 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Randi Foss
(widow)

T-118

~~THE STATE OF~~ Kingdom of Norway)
~~City of Oslo~~)
~~COUNTRY OF~~ Embassy of the : SS
~~UNITED STATES OF AMERICA~~ United States of America)

The foregoing instrument was acknowledged before me this 21st day of April, 1967, by Randi Foss

~~My Commission Expires~~

Alden H. Irons

Notary Public Alden H. Irons

Vice Consul of the United States of America

THE STATE OF)
COUNTY OF : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

ROSWELL, NEW MEXICO

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

RECEIVED
JUN 22 1967
U. S. GEOLOGICAL SURVEY
ROSVELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Texas)
COUNTY OF Crane) : ss

The foregoing instrument was acknowledged before me this 12 day of June, 1967, by Richard P. Gann, married, but dealing with his separate property.

My Commission Expires:
6-1-69

Russell A. Dyer
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Carrie G. Gidwitz (WIDOW)
Tc#21

THE STATE OF ILLINOIS)
COUNTY OF COOK) : ss

The foregoing instrument was acknowledged before me this 22nd day of May, 1967, by Carrie G. Gidwitz, a widow.

My Commission Expires:

[Signature]
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

RECEIVED
FEB 14 1967
GEOLOGICAL SURVEY
SWEET, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Julian A. Glass, Jr., Trustee under the
Will of J. Wood Glass, Deceased
P.O. Box 557, Nowata, Oklahoma 74048
I.D. No. 73-1669793

THE STATE OF OKLAHOMA)
COUNTY OF NOWATA) : ss

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by Julian A. Glass, Jr., Trustee under the Will of J. Wood Glass, Deceased, as his free and voluntary act and deed as such Trustee, for the purposes and consideration therein expressed.

My Commission Expires:
January 11, 1968

Notary Public
James A. Arnold

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
ROSSELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Maud Gann Graham
Tr #19

THE STATE OF Texas)
COUNTY OF Ward) : ss

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by Maud Gann Graham

My Commission Expires:
6-1-67

(F. Bingham)
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

RECEIVED
JUL 14 1967
U.S. GEOLOGICAL SURVEY
BOSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Sally S. Toles

Sue S. Graham

THE STATE OF NEW MEXICO)
: ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this
15 day of May, 1967, by Sally S. Toles and
Sue. S. Graham..

My Commission Expires:

12/7/67

Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
J. S. HODGES & CO.
ROSSELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ *James L. Greene Jr.* _____ T-21

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : SS

The foregoing instrument was acknowledged before me this 13th day of June, 1967, by JAMES L. GREENE, JR., dealing in his sole and separate property.

My Commission Expires:

_____ *Bobbie J. Frazier* _____
BOBBIE J. FRAZIER Notary Public
Notary Public, Midland County, El Paso, Texas.
My Commission Expires 6-1-69

THE STATE OF)
COUNTY OF) : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

_____ Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Betty J. Greene Morgan

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : SS

The foregoing instrument was acknowledged before me this 13th day of June, 1967, by BETTY JO GREENE MORGAN, dealing in her sole and separate property.

My Commission Expires:

BOBBYE J. FRAZIER
Notary Public, Midland County, Midland, Texas.
My Commission Expires 1-1-1969

Bobbie J. Frazier
Notary Public

THE STATE OF)
COUNTY OF) : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Florence Thelma Hall

FLORENCE THELMA HALL, Individually
and as Trustee under the Will of
G. T. Hall, Deceased

THE STATE OF TEXAS)
: ss
COUNTY OF HOWARD)

Merle J. Stewart

MERLE J. STEWART, Trustee under The
Will of G. T. Hall, Deceased

Florence Marie Hall
FLORENCE MARIE HALL, Trustee under
The Will of G. T. Hall, Deceased

The foregoing instrument was acknowledged before me this
2nd day of June, 1967, by FLORENCE THELMA HALL, Individually
and as Trustee under the Will of G. T. Hall, Deceased.

My Commission Expires:
June 1, 1969

Helen Burnett
Notary Public

THE STATE OF TEXAS)
: ss
COUNTY OF HOWARD)

The foregoing instrument was acknowledged before me this
2nd day of June, 1967, by MERLE J. STEWART, Trustee
under the Will of G. T. Hall, Deceased.

My Commission Expires:
June 1, 1969

Helen Burnett
Notary Public

THE STATE OF TEXAS)
COUNTY OF ~~HOWARD~~ DALLAS)

The foregoing instrument was acknowledged before me this
31st day of May, 1967, by FLORENCE MARIE HALL,
Trustee under the Will of G. T. Hall, Deceased.

My Commission Expires:
June 1, 1967

Charles L. Huddleston

Notary Public, Dallas County, Texas

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof. as her interest in tract # 20.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Elizabeth Hannifan

Tract

THE STATE OF NEW MEXICO)
COUNTY OF CHAVES) : SS

The foregoing instrument was acknowledged before me this 2 day of June, 1967, by Elizabeth Hannifan,
a widow.

My Commission Expires:

April 23 1970

Vega L. Stovall
Notary Public

THE STATE OF)
COUNTY OF) : SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Kathleen Jones Hayes

Tr#3

James F. Hayes

THE STATE OF Alabama)
COUNTY OF Madison) ss

The foregoing instrument was acknowledged before me this 25 day of April, 1967, by KATHLEEN JONES HAYES, WIFE AND JAMES F. HAYES, HUSBAND

My Commission Expires:

January 5, 1969

Dorothy J. Davis
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

DOROTHY J. DAVIS
NOTARY PUBLIC, STATE OF ALABAMA, AT LARGE
MY COMMISSION EXPIRES JAN. 5, 1969

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Willie Bell Herron

R. L. H. Herron

THE STATE OF TEXAS)
COUNTY OF COKE) ss

The foregoing instrument was acknowledged before me this 1st day of April, 1967, by Willie Bell Herron, a married woman, whose husband- Robert H. Herron's acknowledgment follows

My Commission Expires:
June 1 1970

Notary Public
Coke County, Texas

THE STATE OF TEXAS)
COUNTY OF COKE) ss

The foregoing instrument was acknowledged before me this 1st day of April, 1967, by Robert H. Herron, husband of Willie Bell Herron, whose acknowledgment precedes this acknowledgment.

My Commission Expires:
June 1 1970

Notary Public
Coke County, Texas

RECEIVED

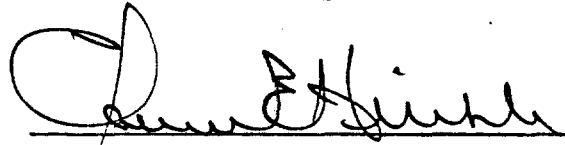
JUL 21 1967

DEPARTMENT OF AGRICULTURE
BUREAU OF LAND SURVEY
MUSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

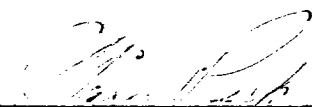


T-11

THE STATE OF NEW MEXICO)
: ss
COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this
27 day of March, 1967, by Clarence E. Hinkle and wife,
Lillian T. Hinkle.

My Commission Expires:
My Commission Expires Oct. 31, 1968



Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 2 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ada Hinton

THE STATE OF TEXAS)
COUNTY OF FLOYD) : ss

The foregoing instrument was acknowledged before me this
5th day of April, 1967, by Mrs. Ada Hinton

My Commission Expires:

6/1/67

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUN 28 1967

U.S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. R. Hinton

THE STATE OF Oklahoma
COUNTY OF Cherokee ; ss

15 day of May, 1967, by J. R. Hinton, a single person.

My Commission Expires:

3-14-7

[Signature]
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 20 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF CALIFORNIA)
: ss
COUNTY OF LOS ANGELES)

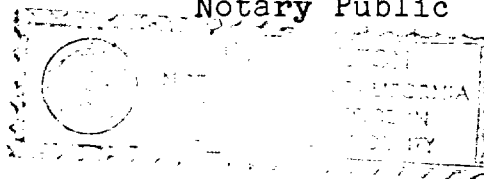
J. E. McKinney
J. E. McKinney
Lila McKinney
Lila McKinney

The foregoing instrument was acknowledged before me this 13 day of June, 1967, by J. E. McKinney and Lila McKinney, his wife.

My Commission Expires: _____

THE STATE OF)
: ss
COUNTY OF)

[Signature]
Notary Public



The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lavena Howard, Independent Executrix
and Trustee of the Estate of L. A.
Howard, deceased

THE STATE OF TEXAS)
COUNTY OF LUBBOCK) ss

The foregoing instrument was acknowledged before me this 21st day of June, 1967, by Lavona Howard, Independent Executrix and Trustee of the Estate of L. A. Howard, Deceased

My Commission Expires:

June 1, 1969

Notary Public

Bobbie Scoggin

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

...ICAL SURVEY
... NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF *California*)
COUNTY OF *San Diego*) ss

The foregoing instrument was acknowledged before me this 21 day of November, 1967, by [Signature]

My Commission Expires:

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this
day of _____, 1967, by _____

My Commission Expires:

Notary Public

Barbara L. Miscellani
Notary Public
Barbara L. Miscellani

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
COUNTY OF TARRANT) ss

The foregoing instrument was acknowledged before me this
29th day of March, 1967, by DONALD L. JONES and
Lottie D. Jones

My Commission Expires:
JUNE 1, 1967

Dorothy H. Evans
Notary Public
Lubbock County, Texas

THE STATE OF *Texas*
COUNTY OF *Lubbock*: SS

5th The foregoing instrument was acknowledged before me this
day of April, 1967, by

My Commission Expires: June 1, 1967

Lawrence H. Evans
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWEIL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____ and L. F. Jones
Wife and Husband

My Commission Expires: _____

Notary Public

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

U. S. GEOLOGICAL SURVEY
ROSSELL, NEW MEXICO

Notary Public

RECEIVED

D. S. GEOLOGICAL SURVEY
ROSSELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF N.M.)
COUNTY OF Lea) ss

The foregoing instrument was acknowledged before me this 27 day of March, 1967, by Harmon Jones and Cecil Jones

My Commission Expires: 22 - 1968

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

1947

LOS ALAMOS, NEW MEXICO

Notary Public

RECEIVED

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

D. S. GEORGE, JR.
JANUARY 1967

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

n Vicki Anderson Jones
T. 23. 23. 23

THE STATE OF TEXAS)
COUNTY OF Midland) : ss

The foregoing instrument was acknowledged before me this
4 day of April, 1967, by Vicki Anderspn Jones

My Commission Expires:
My commission Expires Jan 1 1967

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Husband Emmitt R. Jordan Texas
Wife Nettie A. Jordan
THE STATE OF TEXAS)
COUNTY OF YOAKUM) : ss

The foregoing instrument was acknowledged before me this 27 day of March, 1967, by Emmitt R. Jordan

My Commission Expires:
June 1, 1967

Paul Freeman
Notary Public

THE STATE OF Texas)
COUNTY OF Yoakum) : ss

The foregoing instrument was acknowledged before me this 8 day of April, 1967, by Nettie A. Jordan, wife of Emmitt R. Jordan.

My Commission Expires:
June 1, 1967

Doyle Freeman
Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Marjorie Cone Kastman, Guardian
of the Estate of S. E. Cone

THE STATE OF TEXAS)
 : ss
COUNTY OF LUBBOCK)

The foregoing instrument was acknowledged before me this 1 day of June, 1967, by Marjorie Cone Kastman, Guardian of the Estate of S. E. Cone.

My Commission Expires:

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

MINERAL SURVEY
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: *Scott R. Hughes*
Assistant Secretary

KEOHANE, INC.

TO BE FILED

BY: *B. M. Keohane*

President

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 28th day of March, 1967, by B. M. Keohane, President of Keohane, Inc., a New Mexico corporation.

My Commission Expires:

9-9-68

Ernest R. Webb
Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U S GEOLOGICAL SURVEY
POSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ernest C. Knapp
Mildred K. Stoneburner

Gertrude K. Schreengost
Co-Executors of the Estate of Joseph H. Knapp
Dec'd

THE STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL) ss

The foregoing instrument was acknowledged before me this 5th day of July, 1967, by Ernest C. Knapp, Mildred K. Stoneburner - Gertrude K. Schreengost, Co-Executors of the Estate of Joseph H. Knapp, Dec'd.

My Commission Expires:

7-1-69

Marjorie C. Allen
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U.S. GEOLOGICAL SURVEY
BUREAU OF LANDS, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF New Mexico)
COUNTY OF Quay) : ss

The foregoing instrument was acknowledged before me this
5th day of April, 1967, by Dolly R. Lane, a single woman

My Commission Expires:
October 14th, 1969

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

MAR 24 1967

U.S. DEPT. OF AGRICULTURE
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

<u>Union Territory</u>	<u>Levell Corporation</u>
<u>Secy</u>	<u>Trs</u>
_____	<u>By [Signature]</u>
	<u>Vice-Pres</u>

THE STATE OF Idaho)
COUNTY OF Idaho : ss

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by CHAS. R. TERRY, Vice-Pres. of
LEVELL CORPORATION, an Oklahoma Corporation
As the authorized deed of said Corporation

My Commission Expires: 9-7-69

[Signature]
Notary Public

THE STATE OF)
COUNTY OF : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED
JAN 14 1967
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

Thelma Lillian Cidling Tr=10
Thelma Cidling

THE STATE OF New Mexico)
COUNTY OF Lea) SS

The foregoing instrument was acknowledged before me this
20th day of April, 1967, by Herman Adlong and Thelma Linam
Adlong, husband and wife.

My Commission Expires:
8-27-69

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED

APR 11 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Oscar D. Long
Lillian L. Long
7

THE STATE OF NEW MEXICO)
: ss
COUNTY OF Quay)

The foregoing instrument was acknowledged before me this 8th day of April, 1967, by Oscar D. Long, husband of Lillian L. Long.

My Commission Expires:
February 10th, 1969
Mabel H. Lawson, Notary Public

THE STATE OF NEW MEXICO)
: ss
COUNTY OF Quay)

The foregoing instrument was acknowledged before me this 8th day of April, 1967, by Lillian L. Long, wife of Oscar D. Long.

My Commission Expires:
February 10th, 1969
Mabel H. Lawson, Notary Public

RECEIVED

APR 11 1967

Geological Survey
Socorro, New Mexico

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments. It is the undersigned's intention to ratify this unit only insofar as my interest in Tract No. 20 is concerned but not otherwise.

Wylie Long Tract 20

THE STATE OF TEXAS)
COUNTY OF MIDLAND : ss

3 The foregoing instrument was acknowledged before me this day of April, 1967, by Wylie Long, a single man

My Commission Expires:
June 1, 1967

Samuel Brown
Notary Public

THE STATE OF)
COUNTY OF : ss

The foregoing instrument was acknowledged before me this day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
MAR 1 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
 : ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this
27 day of March, 1967, by Walter Lynch.

My Commission Expires:
June 1, 1967

Joyce J. Schindler
Notary Public

JOYCE J. SCHINDLER - Notary Public
Midland County, Texas

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
4 day of April, 1967, by Mrs. Walter Lynch.

My Commission Expires:
June 1, 1967

Joyce J. Schindler
Notary Public

U. S. GEOLOGICAL SURVEY
ROSEBELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MABEE ROYALTIES, INC.

ATTEST:

Edw. H. Leiby
Assistant Secretary

Joe Mabee
President

THE STATE OF TEXAS)
COUNTY OF MIDLAND) ss

The foregoing instrument was acknowledged before me this 3rd day of May, 1967, by Joe Mabee, President, Mabee Royalties, Inc., a Delaware Corporation.

My Commission Expires:
June 1, 1969

Doris D. Sheehan
Notary Public in and for
Midland County, Texas

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this 10th day of April, 1967, by _____

My Commission Expires:

Dec. 3, 1968

L. M. F. Olson
Notary Public

THE STATE OF _____)
COUNTY OF _____) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U.S. GEOLOGICAL SURVEY
ROSWEIL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
COUNTY OF LUBBOCK) : ss

4th The foregoing instrument was acknowledged before me this day of April, 1967, by C. B. Markham

My Commission Expires:

6-1-67

Anita Bickham
Notary Public in and for
Lubbock, County, Texas

THE STATE OF TEXAS)
COUNTY OF LUBBOCK) : ss

7th The foregoing instrument was acknowledged before me this day of April, 1967, by Nora L. Markham, wife of C. B. Markham

My Commission Expires:

6-1-67

Anita Bickham
Notary Public in and for
Lubbock County, Texas

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments, as to Tract No. 31.

ATTEST:

W. P. Franklin
Assistant Cashier

THE MIDLAND NATIONAL BANK, MIDLAND,
TEXAS, TRUSTEE

By: *W. P. Franklin*

Vice President

THE STATE OF TEXAS)
COUNTY OF Midland) : ss

The foregoing instrument was acknowledged before me this 11th day of April, 1967, by W. P. Franklin, Vice President of The Midland National Bank, Midland, Texas, Trustee, Account No. 67.

My Commission Expires:

6/1/67

W. P. Franklin
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 2 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

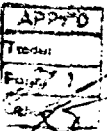
ATTEST:

MIDWEST OIL CORPORATION

M. Gordon
Secretary

R. W. Collins
Vice President

THE STATE OF Colorado)
: ss
COUNTY OF Denver)



The foregoing instrument was acknowledged before me this 15th day of May, 1967, by R. W. Collins, Vice President of Midwest Oil Corporation, a Nevada Corporation.

My Commission Expires:
January 26, 1970

Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

MAR 7 1967

U.S. GEOL. SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ida Miller

THE STATE OF)
COUNTY OF)
 Pennsylvania
 Philadelphia

The foregoing instrument was acknowledged before me this
27th day of March, 1967, by
Ida Miller

My Commission Expires:

Notary Public, Philadelphia, Philadelphia Co.,
My Commission Expires December 31, 1968
Clinchett Cook
Notary Public

THE STATE OF)
COUNTY OF)
 : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 2 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Tr = 21

THE STATE OF New Mexico)
COUNTY OF Dona) : ss

The foregoing instrument was acknowledged before me this 3rd day of March, 1967, by Donald J. Block & Walter

My Commission Expires:

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

J. A. GEORGE, SURVEYOR
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Tr: 21

THE STATE OF TEXAS)
COUNTY OF HARRIS) : ss

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by R. B. Mitchell, a single person

My Commission Expires:
6-1-67

Dorothy Campbell
Notary Public

DOROTHY CAMPBELL
Notary Public, in and for Harris County, Texas

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
JUN 14 1967
U.S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Dessie Montgomery A. B. Montgomery

THE STATE OF TEXAS.)
COUNTY OF MIDLAND.) : ss

1st. The foregoing instrument was acknowledged before me this day of April, 1967, by Dessie Montgomery, a married woman, and her husband, A. B. Montgomery.

My Commission Expires:
June 1, 1967

Leonard Howell
Leonard Howell, Notary Public in and for Midland County, Texas.

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

witness Irene B. Spirex

Priscilla Susanna Brunson Moody (wife)

witness Colores F. Schneider

Charles James Moody (husband)

THE STATE OF Florida)
: ss
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 11th day of April, 1967, by Priscilla Susanna Brunson Moody, (wife)
Charles James Moody

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES DEC. 11, 1968
BONDED THROUGH FRED W. DIESTELHORST

Marianne T. Wallen
Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
1967 MAR 21
U.S. GEOLOGICAL SURVEY
OSWEGO, NEW YORK

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J. Hiram Moore

Betty Moore

THE STATE OF TEXAS)
 : ss
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 29th day of March, 1967, by J. Hiram Moore, and wife, Betty Moore.

My Commission Expires: June 1, 1967

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED
J. L. GORDON, JR.
NOTARY PUBLIC
LEA COUNTY, N.M.

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature] Mildred M. [Signature]
[Signature] _____

THE STATE OF N.M.)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 10 day of April, 1967, by Mildred M. [Signature]

My Commission Expires:

perpetual

[Signature]
Notary Public

THE STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

(John M. Mouser)

(Newell E. Mouser)

THE STATE OF Texas)
COUNTY OF Wichita) : ss

The foregoing instrument was acknowledged before me this
21 day of March, 1967, by John M. Mouser and wife,
Newell E. Mouser.

My Commission Expires:
June 1, 1967

Notary Public (Dell Brasher)

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U S GEOLOGICAL SURVEY
ROSWEIL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Felice Sellmeyer Mulvihill Wife Tr #11
W. Lee Mulvihill Husband

THE STATE OF TEXAS)
COUNTY OF EL PASO) : ss Before me appeared Felice Sellmeyer Mulvihill

The foregoing instrument was acknowledged before me this 5 day of April, 1967, by

My Commission Expires:

ALEX R. SAYKLEY, Notary Public
In and for El Paso County, Texas
My commission expires June 1, 1967

Alex R. Saykley
Notary Public

THE STATE OF TEXAS)
COUNTY OF EL PASO) : ss Before me appeared W. Lee Mulvihill

The foregoing instrument was acknowledged before me this 5th day of April, 1967, by

My Commission Expires:

ALEX R. SAYKLEY, Notary Public
In and for El Paso County, Texas
My commission expires June 1, 1967

Alex R. Saykley
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

*Lila M. Council, a widow,
John E. McCall, Jr.*

THE STATE OF)
COUNTY OF) ss

Tr # 21

The foregoing instrument was acknowledged before me this ____ day of _____, 1967, by

My Commission Expires:

Notary Public

THE STATE OF *Texas*)
COUNTY OF *Harris*) ss

15th The foregoing instrument was acknowledged before me this ____ day of *April*, 1967, by *Lila M. Council, a widow,*
in the capacities therein stated.

My Commission Expires:

April 1, 1967

L. A. Giddens
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary Ruth McCrory
A Femme Sole

THE STATE OF New Mexico)
: ss
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this
6th day of April, 1967, by Mary Ruth McCrory, A Femme Sole

My Commission Expires:
June 18, 1970

Ruth W. Robinson
Notary Public
Lea County

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Frank Mc Donnell

Page 21

Leona Mc Donnell

THE STATE OF Nevada)
COUNTY OF Clark) ss

The foregoing instrument was acknowledged before me this 5th day of April, 1967, by Frank Mc Donnell and Leona Mc Donnell Husband and Wife

My Commission Expires:

Aug 30, 1970

W. C. Donnell
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Charles E. Gray
Secretary

Southwestern Baptist Theological Seminary
By Robert E. Naylor
President

THE STATE OF TEXAS)
: ss
COUNTY OF TARRANT)

The foregoing instrument was acknowledged before me this 25th day of May, 1967, by Robert E. Naylor, president,

Southwestern Baptist Theological Seminary, a Texas Corporation, as the act and deed of said corporation.

My Commission Expires:

June 1, 1967

Wes Edwin Dabbs
Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY

I, Wayne Evans, Secretary of the Board of Trustees of Southwestern Baptist Theological Seminary, Fort Worth, Texas, hereby certify that the following is a true excerpt from the minutes of the Executive Committee of the Board of Trustees on May 23, 1967:

Howard Walsh explained the Seminary's position in a unit agreement presented for ratification as a royalty participation of the Seminary in the North one-half of Section 11, Township 22 South, Range 37 East, Lea County, New Mexico. Jenkins Garrett moved authorization of the execution of the Unit Agreement. Ralph Smith gave second to the motion. The motion carried.

6-7-67

Date

Wayne Evans
Secretary

SOUTHWESTERN BAPTIST THEOLOGICAL SEMINARY

ROBERT E. NAYLOR, PRESIDENT

BOX 22000, FORT WORTH 15, TEXAS

Humble Oil & Refining Company

P. O. Box 1600

Midland, Texas 79701

Attention: Mr. Marvin L. Wigley

I, Wayne Evans, Secretary of the Board of Trustees of Southwestern Baptist Theological Seminary, Fort Worth, Texas, hereby certify that the following is a true excerpt from the minutes of the meeting of the Board of Trustees on February 20, 1967, and that there has been no action subsequent to the passage of this resolution to revoke it or to alter it in anywise:

On the recommendation of the Executive Committee, the Trustees authorized the signature of the President of the Seminary or the Chairman of the Board of Trustees for all legal instruments, contracts, and requests for transactions approved by the Board of Trustees with authorization to be reflected in the minutes of the Board of Trustees.

I further certify that the following are presently the officers of the Seminary serving in the capacities named in the record with the authority stated therein:

Robert E. Naylor
President,

Wayne Evans
Chairman of the Board of Trustees

6-7-67
Date

Wayne Evans
Secretary

SEAL

RECEIVED
J. C. CARR
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Robert R. McKee

THE STATE OF NEW YORK)
COUNTY OF WESTCHESTER) : ss

The foregoing instrument was acknowledged before me this 10th day of May, 1967, by ROBERT R. MCKEE, married
but dealing with separate property.

My Commission Expires:
March 30, 1969

Leonard J. Verneola
Notary Public
LEONARD J. VERNEOLA
NOTARY PUBLIC, STATE OF NEW YORK
No. 004094493
Qualified in Westchester County
Term expires March 30, 1969

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
J. J. HOWELL, Notary Public
Midland, Texas

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Annie M. McLaughlin _____

THE STATE OF TEXAS,)
 : ss
COUNTY OF MIDLAND.)

The foregoing instrument was acknowledged before me this 1st. day of April, 1967, by Annie McLaughlin, a feme sole.

My Commission Expires:
June 1, 1967.

Leonard Howell
Leonard Howell, Notary Public in and for Midland
County, Texas.

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ Owen W. McWhorter Test 21

_____ Katie Mae McWhorter

THE STATE OF New Mexico)
COUNTY OF Lea) ss

The foregoing instrument was acknowledged before me this 1st day of March, 1967, by Owen W. McWhorter and Katie Mae McWhorter, his wife.

My Commission Expires:

March 31, 1968

_____ Charles E. [Signature]
Notary Public

THE STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

_____ Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWEEL NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

[Signature]

NEW MEXICO BANK AND TRUST COMPANY
Trustee Under The Will of James
Virgil Linam, Deceased.

Cashier

BY:

[Signature]
Frank P. Smith

Vice President and Trust Officer

THE STATE OF New Mexico)
: SS
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this 18th day of April, 1967, by Frank P. Smith, Vice President and Trust Officer of New Mexico Bank and Trust Company.

My Commission Expires:
August 27, 1969

STATE OF New Mexico)
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this 18th day of April, 1967, by Frank P. Smith, Vice President and Trust Officer of NEW MEXICO BANK AND TRUST COMPANY, a corporation, in behalf of said corporation.

*Trustee Under The Will of James Virgil Linam, Deceased.

[Signature]
Notary Public

My Commission Expires:

August 27, 1969

RECEIVED

JUL 21 1967

CONSENT AND RATIFICATION
 PADDOCK (SAN ANGELO) UNIT AGREEMENT U. S. GEOLOGICAL SURVEY
 EMBRACING LANDS IN LEA COUNTY, NEW MEXICO ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

HEWMONT OIL COMPANY

Page 17

Dorothy Hett
 Assistant Secretary
 THE STATE OF TEXAS)
 : ss
 COUNTY OF HARRIS)

By

Paul White
 President

The foregoing instrument was acknowledged before me this 10th day of April, 1967, by

My Commission Expires:

6-1-67

James Baime
 Notary Public

STATE OF Texas }

COUNTY OF Harris }

The foregoing instrument was acknowledged before me this 10th day of April, 1967, by Robert S. Muehlman President of Hewmont Oil Company, a Delaware corporation, in behalf of said corporation.

My Commission Expires:

Notary Public in and for Harris County, Texas

My Commission Expires June 1, 1969

Bonded by Anderson-Loren Lawyers Surety Corp.

James Baime
 Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGIC SURVEY
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Texas)
COUNTY OF Lubbock) : ss

The foregoing instrument was acknowledged before me this
27 day of March, 1967, by C. L. Nislar.

My Commission Expires:
June 1, 1967

James Nislar
Notary Public
James Nislar

THE STATE OF Texas)
COUNTY OF Lubbock) : ss

The foregoing instrument was acknowledged before me this
27 day of March, 1967, by Mrs. C. L. Nislar.

My Commission Expires:
June 1, 1967

James Nislar
Notary Public
James Nislar

JUL 2 1967

U. S. GEOLOGICAL SURVEY
BOSTON, MASSACHUSETTS

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this
 14 day of _____, 1967, by _____

My Commission Expires:

Notary Public

THE STATE OF *Illinois*)
COUNTY OF *Franklin*) ss

The foregoing instrument was acknowledged before me this 14th day of April, 1967, by _____

My Commission Expires:

Notary Public

RECEIVED
JUL 2 1967
U. S. GEOLOGICAL SURVEY
JACKSON, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

LaVerne Estes Noble -- Owner

E. E. Noble -- Husband

THE STATE OF GEORGIA)
 : ss
COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this
18th day of April, 1967, by LaVerne Estes Noble and husband,
E. E. Noble.

My Commission Expires:
April 23, 1967

Dagge L. Dulaney
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
NOTARY PUBLIC
NEW YORK

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

NORA ATTILIO
141-21 100th ROAD
FLUSHING 67, N.Y.

Martin Weiss

Secy

Norman Weiss

Tr = 21

THE STATE OF New York)
COUNTY OF Queens) ss

The foregoing instrument was acknowledged before me this 28 day of March, 1967, by *Norman Weiss*, President of Normarth Corporation, a New York Corporation, as the act and deed of said Corporation.

My Commission Expires:

Theodore Berkman

Notary Public

THEODORE BERKMAN
NOTARY PUBLIC, STATE OF NEW YORK
QUAL. EXPIRES 12/31/69

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
JUL 7 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT, U.S. GEOLOGICAL SURVEY
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO, U.S. GEOLOGICAL SURVEY

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Arthur E. Hunt

Tr

THE STATE OF Texas)
COUNTY OF Harris) SS

The foregoing instrument was acknowledged before me this 2nd day of May, 1967, by C. V. WATTS, VICE PRESIDENT OF NORTH CENTRAL OIL CORPORATION, A DELAWARE CORPORATION.

My Commission Expires:

WILEN TEMPLETON
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

Wilen Templeton
Notary Public in and for
Harris County, Texas

THE STATE OF)
COUNTY OF) SS

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
FEB 2 1967
S. S. [unclear]
[unclear]

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

John E. Nutt

[Signature]

Tr # 21

THE STATE OF TEXAS)
 : ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this
24 day of March, 1967, by

John E. Nutt

My Commission Expires:

June 1968

[Signature]
Notary Public

THE STATE OF TEXAS)
 : ss
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this
31 day of March, 1967, by

Annie C. Nutt, wife of John E. Nutt

My Commission Expires:

June 1968

[Signature]
Notary Public

RECORDED
1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

John M. Owen

Mrs. Nadine Owen

Del Rose Owen Terry

THE STATE OF New Mexico)
COUNTY OF Lea) : ss

The foregoing instrument was acknowledged before me this 6th day of April, 1967, by

Mrs. Nadine Owen Widow

My Commission Expires:
August 27, 1967

Ruby Garrison
Notary Public

THE STATE OF New Mexico)
COUNTY OF Lea) : ss

The foregoing instrument was acknowledged before me this 10 day of May, 1967, by

Del Rose Owen Terry, Wife of John Ray Terry, Dealing in her separate Property.

My Commission Expires:
August 27, 1967

Ruby Garrison
Notary Public

THE STATE OF New Mexico
COUNTY OF Lea

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

11th DAY OF May, 1967, BY

John M. Owen
Married, but separate property

MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES APRIL 15, 1979

Ruby Garrison
NOTARY PUBLIC

RECORDED
INDEXED
JAN 21 1968

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF)
 : ss
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this
4 day of May, 1967, by

Mark Owen (Married) but dealing with separate Property.

My Commission Expires:
August 27, 1967

Ruby Garrison
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
INDEXED
FEB 21 1967
COUNTY OF LEA
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ M. W. Owen _____

THE STATE OF N. Mex.)
COUNTY OF Lea) : ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by M. W. Owen, a single man.

My Commission Expires:

Aug. 33, 1969

Phillip L. Latham
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
 : ss
COUNTY OF TARRANT)

Tr = 17.2.21.29.30

The foregoing instrument was acknowledged before me this
14 day of April, 1967, by Roger B. Cwings and wife, Lucy P. Cwings.

My Commission Expires:
June 1, 1967

Emunice R. Craft
Notary Public Emunice R. Craft

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this
day of _____, 1967, by

My Commission Expires:

THE STATE OF *Nebraska*)
COUNTY OF *Johnson*) : SS

The foregoing instrument was acknowledged before me this 4th day of April, 1967, by R. M. Patterson and wife, Elyse Saunders Patterson

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSOWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mrs. A. M. Perkins

P.O. Box 1677, Midland, Texas 79701
S.S. 459-54-2317

THE STATE OF Texas)
COUNTY OF Midland) ss

Tr. 23.10.27

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by Mrs. A. M. Perkins

My Commission Expires:

[Signature]
Notary Public
Midland, County, Texas

NOTARY PUBLIC
ROBERTA LAMICHA

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Gladys Petrilla 7-531

THE STATE OF TEXAS)
 : ss
COUNTY OF TOM GREEN)

The foregoing instrument was acknowledged before me this
10th day of May, 1967, by GLADYS PETRILLA

My Commission Expires:
June 1, 1967

Elsie Livorno
Notary Public
Tom Green County, Texas

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

FEB 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

. IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF OKLAHOMA)
 : ss
COUNTY OF JEFFERSON)

Charles Pfile
Myrtle Pfile

The foregoing instrument was acknowledged before me this 4th day of April, 1967, by Charles Pfile and wife, Myrtle Pfile.

My Commission Expires:

10/5/68

Neil M. Sargent
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

MAR 24 1967

U.S. GEOLOGICAL SURVEY
DALLAS, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

PHILLIPS INVESTMENT CORPORATION

Laurence J. Phillips
Secretary

Donald A. Phillips
President

THE STATE OF Oklahoma)
COUNTY OF Tulsa) : ss

The foregoing instrument was acknowledged before me this 23 day of March, 1967, by Donald A. Phillips,

President of Phillips Investment Corporation, an Oklahoma Corporation, as the act and deed of said Corporation.

My Commission Expires:

May 5, 1970

Amy A. Moore
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
APR 11 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSSELL, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Fay R. Power, a widow

THE STATE OF New Mexico)
COUNTY OF Lea : ss)

The foregoing instrument was acknowledged before me this 4th day of April, 1967, by Fay R. Power, a widow.

My Commission Expires:
1-27-69

Notary Public

THE STATE OF)
COUNTY OF : ss)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

APR 2 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL
SUSWELL, NEW

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

(Twp.) Paducah

Tr. 21

Edward Paducah (husband)

~~THE STATE OF~~
District of Columbia : ss
~~COUNTY OF~~
City of Washington

The foregoing instrument was acknowledged before me this 4th day of April, 1967, by Josephine Paducah and Edward Paducah (husband and wife)

My Commission Expires:

September 30, 1970

[Signature]
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
JUN 19 1967
U. S. DEPT. OF THE INTERIOR
BOSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Robert G. Bradshaw

Mary G. Bradshaw

THE STATE OF INDIANA)
 : ss
 COUNTY OF CARROLL)

The foregoing instrument was acknowledged before me this
 1 day of MAY, 1967, by Robert G. Bradshaw and wife, Mary
 G. Bradshaw.

My Commission Expires:

4/13/69

Marion D. Newland
 Notary Public

THE STATE OF)
 : ss
 COUNTY OF)

The foregoing instrument was acknowledged before me this
 _____ day of _____, 1967, by

My Commission Expires:

 Notary Public

RECEIVED

1967

U. S. GEOLOGICAL
SUSWELL, N.M.

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature] Charles T. Gallaher, 2d
[Signature] Elizabeth N. Gallaher
Tr # 21

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

THE STATE OF VIRGINIA)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this 26 day of June, 1967, by Charles T. Gallaher, 2nd and wife, Elizabeth N. Gallaher.

My Commission Expires: July 17, 1967

[Signature]
Notary Public

RECORDED
1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

4115 N. E. 56th Panguitch Wash 98661

THE STATE OF Washington)
COUNTY OF Clark) ss

3rd day of May, 1967, by William C. Cooper

My Commission Expires:

4-11-69

[Signature]
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

U. S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

Elmer G. Johnson 7-21

L. Guerre
Notary Public

Notary Public

RECORDED
1967
JUN 14 1967
J. J. HARRIS
J. J. HARRIS, Notary Public
MUSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

W. T. Reed Vere V. Reed T-14

THE STATE OF New Mexico)
 : ss
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this
2nd day of May, 1967, by W. T. Reed and Vere V. Reed, wife
 W T Reed

My Commission Expires:
June 18th 1970

Ruth W. Robinson
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

_____ Jessa M Ring

THE STATE OF Ohio)
COUNTY OF Cuyahoga) ss

The foregoing instrument was acknowledged before me this 2nd day of July, 1967, by Jessa M. Ring

My Commission Expires:

Notary Public - State of Ohio
My commission expires on the 1st day of July, 1970

[Signature]
Notary Public

THE STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
1967
APR 11 1967
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Alexander Rodgers

Lela May Rodgers

THE STATE OF NEW MEXICO)
COUNTY OF LEA) : ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by Alexander Rodgers and Lela May Rodgers, his wife.

My Commission Expires:
March 6, 1970

Margaret Deal Huettis
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lela May Rodgers

Lela May Rodgers, one and the same
as Lelah Mae Rodgers

A. E. Rodgers

THE STATE OF NEW MEXICO)
COUNTY OF LEA) ss

A E Rodgers

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by Lela May Rodgers (one and the same person as Lelah Mae Rodgers) and A. E. Rodgers, her husband.

My Commission Expires:
March 6, 1970

Margaret Neal Huentis
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
MAR 1 1967
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF OKLAHOMA)
 : ss
COUNTY OF OKLAHOMA)

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by VELMA RORING.

My Commission Expires:
Nov. 9, 1970

James H. Rorring
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

100-443887-1000

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Alabama)
COUNTY OF Adair) : ss

Mr. Sample Husband
Blanche Sample wife
Tr # 21

13th The foregoing instrument was acknowledged before me this day of April, 1967, by Mr. Sample and Blanche Sample

My Commission Expires:
10-20-69

Thelma R. Conner
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by _____

My Commission Expires:

Notary Public

RECORDED
1967 FEB 14 PM 4:10
INDEXED
1967 FEB 14 PM 4:10

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Norma Sanders Carl J. Sanders T-21
Norma Sanders Carl J. Sanders
THE STATE OF New Mexico : ss
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this 4th day of April, 1967, by Norma Sanders and husband, Carl J. Sanders.

My Commission Expires:

My Commission Expires November 1968

L. J. Sanders
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

1967-1-21 → Flora G. Sarkisian (widow)
Isabelle F. Sarkisian (single)
 THE STATE OF New York)
 COUNTY OF New York ; ss

Dale K. Peterson
Dickran M. Sarkisian, Jr.
Gabrielle Sarkisian

The foregoing instrument was acknowledged before me this 10 day of May, 1967, by **Flora G. Sarkisian (widow)**
Isabelle F. Sarkisian (single), Virginia S. Peterson (married), Dale K. Peterson (married), Dickran M. Sarkisian, Jr. (married), Gabrielle Sarkisian (married)

My Commission Expires:
June 30, 1969

Catherine T. Washburn
 Notary Public

THE STATE OF _____)
 : ss
 COUNTY OF _____)

CATHERINE T. WASHBURN
 Notary Public, State of New York
 No. 21417100
 Qualified in Kings County
 Cert. filed in N. Y., Bronx, Queens, Richmond
 Nassau and Suffolk
 Commission Expires March 30, 1967

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Mary Lee Saunders Reese

THE STATE OF New Mexico
COUNTY OF Doña Ana ; ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by Mary Lee Saunders Reese

My Commission Expires: _____

Alvin D. W. Powell
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires: _____

Notary Public

RECEIVED
JUL 24 1967
U. S. GEOLOGICAL SURVEY
ROSSELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Virginia L. Saunders
T-21

THE STATE OF *New Mexico*)
COUNTY OF *Santa Fe*) ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by *Virginia L. Saunders*

My Commission Expires:
My Commission expires October 5, 1967

Harold W. Powell

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Abraham Lincoln Tc # 21
M. Lincoln (wife)

THE STATE OF *New Mexico*)
COUNTY OF *Santa Fe*) SS

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by Wooden Terry Hunter

My Commission Expires:

Notary Public

THE STATE OF *New Mexico*)
COUNTY OF *Santa Fe*) : ss

The foregoing instrument was acknowledged before me this 17th day of April, 1967, by Jan M Saunders, wife of
Woodland Ramsey Saunders

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments

ELLIS RUDY
SS No. 461-35-6414
3818 CANAL STREET
HOUSTON, TEXAS 77003
The above described property is owned by Ellis Rudy as his separate property.

THE STATE OF Texas)
COUNTY OF Harris) ss

The foregoing instrument was acknowledged before me this 12 day of June, 1967, by Ellis Rudy.

My Commission Expires:
6/1/69

Mary H. Bucke
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
MAR 24 1967
GEOLOGICAL SURVEY
OSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Texas)
COUNTY OF Ector) ss

The foregoing instrument was acknowledged before me this 31 day of November, 1967, by Eva Jean Schierber

My Commission Expires:
June 1, 1967

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

U.S. GEOLOGICAL SURVEY
BOSTON, MASS.

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ralph Lillmeyer _____ Tr # 16
Howard Lillmeyer _____

THE STATE OF N. Mex.)
COUNTY OF Eddy) : ss

The foregoing instrument was acknowledged before me this 25th day of March, 1967, by Ralph Lillmeyer,
a married man.

My Commission Expires:

May 2, 1970

Ruth Christ
Notary Public

THE STATE OF N. Mex.)
COUNTY OF Eddy) : ss

The foregoing instrument was acknowledged before me this 31st day of March, 1967, by Howard Lillmeyer,
wife of Ralph Lillmeyer

My Commission Expires:

May 2, 1970

Ruth Christ
Notary Public

RECORDED
JUN 11 1967
COUNTY CLERK
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Polk Shelton

Mrs. Polk Shelton

T# 21

THE STATE OF TEXAS)
 : ss
COUNTY OF TRAVIS)

The foregoing instrument was acknowledged before me this 12 day of June, 1967, by Polk Shelton and wife, Mrs. Polk Shelton.

My Commission Expires:

June 1 1969

David Louwera
Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

[illegible]

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Notary Public

RECEIVED
NOTARY PUBLIC
JAN 31, 1968

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.


Dealing in her separate Estate

THE STATE OF New Mexico)
 : ss
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this
4th day of April, 1967, by Jean Simmons Shipley, Dealing
in her separate Estate.

My Commission Expires:

2-2-1970



Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
MAR 11 1967
SANTA FE, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J.E. Simmons
Beulah H. Simmons - wife
Box 388 Lovington New Mexico

THE STATE OF NEW MEXICO)
COUNTY OF LEA) ss
FEB 11, 20, 22, 25, 26

The foregoing instrument was acknowledged before me this 30th day of March, 1967, by J.E. Simmons and wife Beulah H. Simmons

My Commission Expires:

MAR 22 1967

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
1967 APR 11 AM 10:30
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

A Feme Sole

THE STATE OF OKLAHOMA)
COUNTY OF TULSA) : ss

The foregoing instrument was acknowledged before me this 10th day of April, 1967, by Rena Sims, a Feme Sole.

My Commission Expires:

March 26 1971

Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Sisters of the Humility of Mary Ottomero, Iowa
Sister Mary Benita Pieper President

THE STATE OF Iowa)
COUNTY OF Wapello) ss

The foregoing instrument was acknowledged before me this 15 day of June, 1967, by

My Commission Expires:

July 4 1969

Frances Verber
Notary Public

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 15th day of June, 1967, by Sister Mary Benita Pieper of Sisters of the Humility of Mary a non profit corporation, in behalf of said corporation.

My Commission Expires:

July 4, 1969

Frances Verber
Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST: Robert L. Trimble
Secretary

SOUTHLAND ROYALTY COMPANY
John C. Harvey
Vice President
T-# 17, 28, 31

THE STATE OF TEXAS)
COUNTY OF TARRANT) : ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by John C. Harvey, Vice President of Southland Royalty Company, a Delaware corporation.

My Commission Expires:
June 1, 1967

Ann Horton
Notary Public ANN HORTON, Notary Public
in and for Tarrant County, Texas
My commission expires June 1, 1967

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this ___ day of ___, 1967, by

My Commission Expires:

Notary Public

RECEIVED
JUL 24 1967
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

JUNE D. SPEIGHT
A married woman dealing in her
separate property

THE STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss

T. 14, 15, 16, 17, 19, 20, 21

The foregoing instrument was acknowledged before me this 23rd day of May, 1967, by JUNE D. SPEIGHT, a married woman dealing in her separate property.

My Commission Expires:
July 10, 1968

Helda A. Sanchez
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
JUL 24 1967
U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Texas)
COUNTY OF Parmer : ss

Tr # 22, 25, 26

The foregoing instrument was acknowledged before me this 2nd day of March, 1967, by Smith & Verda Spradling, Husband and Wife

My Commission Expires:

Smith & Verda Spradling
Notary Public

THE STATE OF)
COUNTY OF : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
JUN 24 1967
U. S. GEOLOGICAL SURVEY
DOWELL, NEW MEXICO

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

South Africa 7-21

The First National Bank of India
137 2 corner 11. Road - S. P. & T. - at office

My Commission Expires:
May 24, 1970

Notary Public

The foregoing instrument was acknowledged before me this
27th day of April, 1967, by Patti Stebbins.

My Commission Expires:
May 24, 1970.

Notary Public

RECEIVED
11-24-67
U. S. GEOLOGICAL SURVEY
ROSSELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Florida)
COUNTY OF Broward) : ss

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by Walter L. Lubman

My Commission Expires:
Notary Public, State of Florida at large
My Commission Expires June 23, 1969
Bonded By American Fire & Casualty Co.

Charles S. [Signature]
Notary Public

THE STATE OF)
COUNTY OF) : ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
1967
U.S. GEOLOGICAL SURVEY
ALBUQUERQUE, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

M. E. Tate

J. E. Tate
THE STATE OF Arizona)
COUNTY OF Pima) : ss

The foregoing instrument was acknowledged before me this 28 day of March, 1967, by M. E. Tate

My Commission Expires:

Mar 28 1970

James E. White
Notary Public

THE STATE OF Arizona)
COUNTY OF Pima) : ss

The foregoing instrument was acknowledged before me this 28 day of March, 1967, by J. E. Tate

My Commission Expires:

Mar 28 1970

James E. White
Notary Public

RECORDED
1967
U. S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF TEXAS)
 : ss
COUNTY OF NAVARRO)

[Signature]

[Signature]

The foregoing instrument was acknowledged before me this 31st day of March, 1967, by J. S. Tekell

My Commission Expires:
June 1, 1967

[Signature]

Margie Weaver
Notary Public

THE STATE OF TEXAS)
 : ss
COUNTY OF NAVARRO)

The foregoing instrument was acknowledged before me this 31st day of March, 1967, by Lois Cone Tekell, wife of J. S. Tekell.

My Commission Expires:
June 1, 1967

[Signature]

Margie Weaver
Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

RECEIVED
JUL 1 1967
U.S. GEOLOGICAL SURVEY
BULLETIN 1000-1

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Lea Miller
Ass't. Secretary
THE STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Production Payment Owner

By: Charles D. Fraser
THE HOME-STAKE ROYALTY CORPORATION

By: O. Strother Simpson Pres.
HIGHLAND NATIONAL BANK - Lien Holder
By: Robt. W. Patteson Jr.
Asst. Vice President

The foregoing instrument was acknowledged before me this 19th day of June, 1967, by O. Strother Simpson, as President of The Home-Stake Royalty Corporation, an Oklahoma Corporation, in behalf of said corporation.

My Commission Expires:
June 26, 1969

Edward Gackel

STATE OF Texas)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 22nd day of June, 1967, by Robt. W. Patteson, Jr., Assistant Vice President of The Midland National Bank, a Texas corporation, in behalf of said corporation.

My Commission Expires:

June 1, 1969

James L. [Signature]
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 22nd day of June, 1967, by Charles D. Fraser, Assistant Vice President of The First National Bank, a Texas corporation, in behalf of said corporation himself

My Commission Expires:

James L. [Signature]
Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Attest:

Ass't. Secretary

THE STATE OF OKLAHOMA)

COUNTY OF TULSA)

: ss

Production Payment Owner

By: Charles D. Fraser
THE HOME-STAKE OIL & GAS COMPANY

By: O. Strother Simpson Pres.
MIDLAND NATIONAL BANK, Lien Holder

By: Robt. W. Patterson Jr.
Asst. Vice President

The foregoing instrument was acknowledged before me this 19th day of June, 1967, by O. Strother Simpson, as President of The Home-Stake Oil & Gas Company, an Oklahoma Corporation, in behalf of said corporation.

My Commission Expires:

June 26, 1969

Edward Gackel
Notary Public

STATE OF Texas)
COUNTY OF Midland)

The foregoing instrument was acknowledged before me this 22nd day of June, 19 67, by Robt. W. Patteson, Jr., Assistant Vice President of The Midland National Bank a Texas corporation, in behalf of said corporation.

My Commission Expires:

June 1, 1969

Samuel L. ...
Notary Public

STATE OF TEXAS)
COUNTY OF MIDLAND)

The foregoing instrument was acknowledged before me this 22nd day of June, 19 67, by Charles D. Fraser, Assistant Vice President of The First National Bank a Texas corporation, in behalf of said corporation himself

My Commission Expires:

6-1-69

Judy Culp
Notary Public

RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF)
 : ss
COUNTY OF)

My Commission Expires:

Notary Public

The foregoing instrument was acknowledged before me this
1st day of April, 1967, by Astrid Jones Thonle

My Commission Expires:

William H. Holt
Notary Public
William H. Holt

Vic. Consul of the United States of America

RECORDED
FEB 1967
COUNTY CLERK
LEA COUNTY, NEW MEXICO

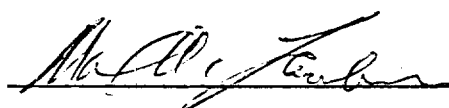
CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Max A. Thurber, Trustee for C. B. Gilbert, Decd.

THE STATE OF Texas)
 : ss
COUNTY OF Dallas)



The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by Max A. Thurber, Trustee for C. B. Gilbert, Decd.

My Commission Expires:

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECORDED
1967
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

THE STATE OF Nebraska)
COUNTY OF Franklin) ss

Charles R. Ford
Husband
Virginia Ford 12-31
Wife

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by CHARLES R. FORD

My Commission Expires:

9-7-69

Helen Henderson
Notary Public

THE STATE OF Nebraska)
COUNTY OF Franklin) ss

10th day of April, 1967, by Charles R. Ford
Charles R. Ford

My Commission Expires:

H. M. Kerner
Notary Public

RECEIVED
U.S. GEOLOGICAL SURVEY
DOWELL

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

W. B. TRAMMELL

SUE FONDREN TRAMMELL
THE STATE OF TEXAS)
 : ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 12th day of April, 1967, by W. B. Trammell and his wife Sue Fondren Trammell.

My Commission Expires:
June 1, 1967.

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

PHYSICAL SURVEY
NEW MEXICO

Notary Public

100-441101-100
JUN 19 1967

CLINICAL SURVEY
NEW YORK

Ted

L. H. Tyson *Esmeralda Tyson*
2104 Woodlawn
Midland, Texas 79701

GERTRUDE TYSON

My Commission Expires: 6/1/67

Lillian J. [Signature]
Notary Public

The foregoing instrument was acknowledged before me this day of _____, 1967, by _____

My Commission Expires: _____

Notary Public

Notary Public

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Neomi L. Vaughn
T-1222

THE STATE OF New Mexico)
COUNTY OF Roosevelt.) ss

The foregoing instrument was acknowledged before me this 14th day of April, 1967, by Neomi L. Vaughn, a single person whose husband is deceased.

My Commission Expires:

_____, 1968.

Marie R. R. R.
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

U. S. GEOLOGICAL SURVEY
ROSWELL, N. MEXICO

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Paddock (San Angelo) Unit Area embracing lands situated in Lea County, New Mexico, which said Agreement is dated the 1st day of February, 1967, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of leasehold, royalty or interests in the lands or minerals embraced in said Unit Area, as indicated on the schedule attached to said Unit Agreement as Exhibit "B", do hereby commit all of their said interests to the Paddock (San Angelo) Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said Unit Agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Ed M. Whitaker

ED M. WHITAKER

THE STATE OF ARIZONA)
 : ss
COUNTY OF COCHISE)

The foregoing instrument was acknowledged before me this
7th day of June, 1967, by ED M. WHITAKER, a single man.

My Commission Expires:
March 20, 1971.

Ernest Del Santo

Notary Public

THE STATE OF)
 : ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 24 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Hattie C. Williams

THE STATE OF Texas)
COUNTY OF Lubbock) ss

Tr = 13, 20

The foregoing instrument was acknowledged before me this 2nd day of April, 1967, by Hattie C. Williams and husband, Val Williams.

My Commission Expires:

Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

JUL 24 1967

U S GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Notary Public

Notary Public

Given under my hand and seal of office this the 11th day of April A. D. 1967

RECEIVED

JUL 24 1967

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT U. S. GEOLOGICAL SURVEY
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO ROSWELL, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Rosalind Redfern

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : ss

John J. Redfern, Jr., Individually &
Attorney-in-Fact for Frank J. Redfern

27th The foregoing instrument was acknowledged before me this day of March, 1967, by Rosalind Redfern.

My Commission Expires:

L. KEITHLEY - Notary Public
MIDLAND COUNTY, TEXAS
My Commission Expires June 1, 1967

L. Keithley
Notary Public

THE STATE OF TEXAS)
COUNTY OF MIDLAND) : ss

27th The foregoing instrument was acknowledged before me this day of March, 1967, by John J. Redfern, Jr., Individually and in the capacity stated.

My Commission Expires:

L. KEITHLEY - Notary Public
MIDLAND COUNTY, TEXAS
My Commission Expires June 1, 1967

L. Keithley
Notary Public

RECEIVED

APR 2 1967

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Frances E. Winkle
A Femme Sole

4-20-67

§ 20 Adam's M. E.

Albuquerque, N. Mexico
87110

THE STATE OF New Mexico)
: ss
COUNTY OF Bernalillo)

TR# 20 22

The foregoing instrument was acknowledged before me this
20th day of April, 1967, by Frances E. Winkle "A Femme Sole"

My Commission Expires:
November 5, 1970

Frank Dominguez, Jr.
Notary Public

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
1967
SERIAL
1000

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

ATTEST:

Emmett B. Day
Asst Secretary

WRIGHTSMAN INVESTMENT COMPANY
1805 1st CITY NATL. BANK BLDG.
HOUSTON, TEXAS 77002 #74-6042040

BY

William E. Will
Vice President

THE STATE OF TEXAS)
: ss
COUNTY OF HARRIS)

Tr=21

The foregoing instrument was acknowledged before me this 27th day of March, 1967, by William E. Will, Vice President of Wrightsman Investment Company, a Delaware Corporation, as the act and deed of said Corporation.

My Commission Expires:
June 1, 1967

Marcelle A. Roberts
Notary Public

MARCELLE A. ROBERTS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1967

THE STATE OF)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 27 1967

U. S. GEOLOGICAL SURVEY
ROSWell, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Pauline J. Young, wife
Dean S. Young, Husband

THE STATE OF MARYLAND)
COUNTY OF PRINCE GEORGES) ss

Tr# 31

The foregoing instrument was acknowledged before me this
17th day of APRIL, 1967, by PAULINE J. YOUNG, WIFE
DEAN S. YOUNG, HUSBAND

My Commission Expires:

William H. Kinlan
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

Please note change of address

RECEIVED
FEB 10 1967
COUNTY CLERK
LEA COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Lewis W. Zeliff (Husband) 63 Palm Lane
Marjorie P. Zeliff (Wife) Concord, California

THE STATE OF California)
COUNTY OF Contra Costa) ss
Tr # 21

The foregoing instrument was acknowledged before me this _____ day of MAR 2, 1967, by

Lewis W. Zeliff and Marjorie P. Zeliff, known
to me to be husband and wife.

My Commission Expires:
3-8-70

OFFICIAL SEAL
GEORGE W. MCCLURE
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
George W. McClure
Notary Public

THE STATE OF)
COUNTY OF) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED
1967
APR 10 1967
NOTARY PUBLIC
DOLORES COWLES
NEW MEXICO

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Wanda Zimmer

Wanda Zimmer, a single woman

THE STATE OF California)
City and : ss
COUNTY OF San Francisco)

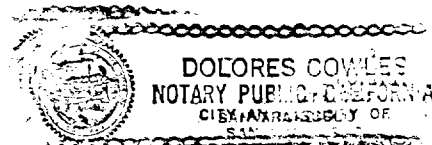
The foregoing instrument was acknowledged before me this
7th day of April, 1967, by Wanda Zimmer, a single woman.

My Commission Expires:
October 23, 1963

Dolores Cowles

Notary Public
in and for the said City and County
and State

THE STATE OF)
COUNTY OF : ss)



The foregoing instrument was acknowledged before me this
____ day of _____, 1967, by

My Commission Expires:

Notary Public

RECEIVED

JUL 2 1967

U. S. GEOLOGICAL
SUSAN L. ROSWELL, JR.

CONSENT AND RATIFICATION
PADDOCK (SAN ANGELO) UNIT AGREEMENT
EMBRACING LANDS IN LEA COUNTY, NEW MEXICO

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IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Redacted Signature]

Mildred W. Zouck wife

Franklin Zouck

GRANTEE OR OWNER
BEARS NO EXPENSES

8114 N 9 Ave 85020
Phoenix Arizona 85021

THE STATE OF Arizona)
COUNTY OF Maricopa) ss

The foregoing instrument was acknowledged before me this 3rd day of April, 1967, by

Franklin Zouck

My Commission Expires:

My Commission Expires: 12/31/67

Ada Jane Beach

Notary Public

THE STATE OF Arizona)
COUNTY OF Maricopa) ss

The foregoing instrument was acknowledged before me this 26th day of May, 1967, by Mildred W. Zouck

My Commission Expires:

My Commission Expires: 12/31/67

Ada Jane Beach

Notary Public