

RATIFICATION AND JOINDER OF UNIT AGREEMENT

(Fee Lands Use)

In consideration of the execution of the Unit Agreement for the Development and Operation of the East LaBarge Unit Area, County of Lincoln & Sublette State of Wyoming, dated the 15th day of November, 1948, XLIX, in form approved on behalf of the Secretary of the Interior, the undersigned, whether one or more, hereby expressly joins said Unit Agreement and ratifies, approves and adopts said Agreement, its terms and any modifications thereof.

This Ratification and Joinder shall be effective as to the undersigned's interest in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering any of the following described land:

Township 27 North, Range 112 West
Section 29: Lot 7, SW/4 SE/4
Section 32: Lot 1, NW/4 SW/4, W/2 NW/4, E/2 W/2, W/2 E/2, That portion of the Green River riparian to Lot 1.

Township 26 North, Range 112 West
Section 5: Lots 2, 3, 8, 9, 14, SW/4 NE/4, NW/4 SE/4, That part of the Green River bed riparian to Lots 8, 9, 14.

It is the intent of the parties to describe above all the lands in the Unit Area in which the undersigned has any interest, but if the undersigned shall be found to have any interests as above described in any additional lands within the Unit Area, the undersigned expressly joins said Unit Agreement and fully ratifies, approves and adopts it as to said additional lands and interests even though they may not be specifically described above.

As a part and parcel of this Ratification and Joinder, the undersigned to the extent of his or its interest, expressly agrees:

- (1) That the term of any lease given by the undersigned or under which the undersigned claims an interest herein is extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement.
- (2) That the drilling, development and producing requirements of all leases and other contracts in which undersigned's rights and interest are created or defined shall be deemed fully performed by performance of the provisions of said Unit Agreement.
- (3) That payment for or delivery of (whichever may be required under prior agreements) oil and gas duly made at contract rates applied to the production allocated under said Unit Agreement to the particular lands to which such rights or interests do or shall apply, regardless of actual production therefrom, shall constitute full performance of all such obligations to the undersigned existing under such leases or other contracts.
- (4) That all rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby released and waived.

This Ratification and Joinder of Unit Agreement may be executed in any number of counterparts with the same force and effect as if all parties had signed the same document and shall be binding upon all those who execute a counterpart hereof, regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands affected hereby, and when so executed shall be binding upon the undersigned, his heirs, devisees, assigns, or successors in interest.

EXECUTED this 31st day of May, 1957.

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Name _____
Address _____

Attest: Mary A. Sylvester
Assistant Secretary
4012 Frontier Park Ave.
Address: Cheyenne, Wyoming

Party M. F. Whelan Livestock Company
By Isabelle W. Davis
Vice President

Approved and consented to:
THE CARTER OIL COMPANY
By L. A. Jordan
Its Attorney in Fact
Working Interest Owner

