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RATIFICATION AND JOINDER OF THE PINEGROVE RIDGE
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement dated May 22, 1961, for the Development and Operation of the Pinegrove Ridge Unit Area, County of Sublette, State of Wyoming, in form approved on behalf of the Secretary of the Interior, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement (the receipt by the undersigned of copies of said Unit Agreement and Unit Operating Agreement being hereby specifically acknowledged), the undersigned owners of certain lands or leases or interests thereunder, hereby consent to the commitment to the said Unit Agreement and Unit Operating Agreement, of all lands, leases, and interests in the Unit Area in which the undersigned has any right, title or interest, approve and adopt the terms of said Agreements and duly approved modifications thereof, agree that the term of their leases and contracts covering said lands are extended and modified to the extent necessary to make the same conform to the term of said Unit Agreement, agree that the drilling, development, and producing requirements of said leases and other contracts relating thereto shall be deemed fully performed by the performance of the provisions of said Unit Agreement and Unit Operating Agreement, and agree that payment for or delivery of oil or gas duly made at contract rates applied to the production allocated under said Agreements to the above described lands regardless of actual production therefrom shall constitute full performance of all such obligations to the undersigned existing under said leases.

The undersigned do especially agree to the allocation of cost as set forth in said Unit Operating Agreement and the Exhibits attached thereto. This Ratification and Joinder 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.

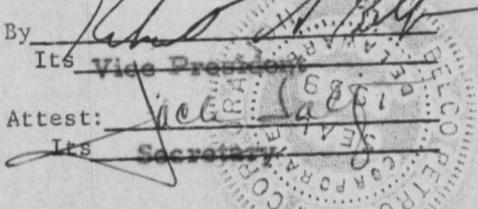
Date: _____
Address: _____

SIGNATURES: _____

Date: June 6th, 1961
Address: 630 Third Avenue
New York 17, N. Y.

BELCO PETROLEUM CORPORATION

By Robert A. Bly
Its Vice President
Attest: Victor J. Lepke
Its Secretary



STATE OF STATE OF NEW YORK SS.
COUNTY OF NEW YORK

I, HELEN WAHL, a Notary Public in and for said County and State, do hereby certify that ROBERT A. BLY to me personally known, and known to me to be the same person who executed the foregoing instrument as VICE PRESIDENT of BELCO PETROLEUM CORPORATION corporation, appeared before me this day in person and, being first duly sworn, acknowledged that he is the Vice President of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and further acknowledged said instrument and his execution thereof to be the free and voluntary act and deed of said corporation, and his own free and voluntary act and deed, for the uses, purposes and consideration therein expressed.

Given under my hand and official seal this 6th day of June, A.D. 1961.
HELEN WAHL
Notary Public, State of New York
No. 31-9497411
Qualified in New York County
Commission Expires March 30, 1962

Notary Public

STATE OF _____
COUNTY OF _____) SS

I, _____, A Notary Public in and for said County and State, do hereby certify that _____, to me personally known, and known to me to be the same person _____ described in and who executed the foregoing instrument, appeared before me this day in person and acknowledged to me that _____ he _____ executed and delivered the same as _____ free and voluntary act and deed, for the uses, purposes and consideration therein expressed, including the relinquishment of dower and homestead.

Given under my hand official seal this _____ day of _____, A.D. 19_____.

Notary Public

My Commission Expires: