OCT 1 1955

## COMMUNITIZATION AGREEMENT

0. 6. 6. ARTESIA, DEFICE

THIS AGREEMENT entered into as of the day of such parties being and between the parties subscribing, ratifying or consenting hereto, such parties hereto."

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, U.S.C. secs 181 whereas, the act of February 23, 1920, 41 Stat. 431, U.S.U. secs et seq., as amended by the Act of August 8, 1946, 60 stat. 950, authorizes communitization or drilling agreements communitizing or nooling a federal of the act of August 8, 1946, 60 stat. et seq., as amended by the Act of August 8, 1940, 60 stat. 950, authorizes of an anitization or drilling agreements communitizing or pooling a federal by the communitization or drilling agreements communitizing or not owned by the communitization or any portion thereof. With other lands, whether or not owned by the communitization or any portion thereof. communitization or drilling agreements communitizing or pooling a federal oil and gas lease, or any portion thereof, with other lands, whether or not owned by the independent lease cannot be independent lease cannot be independent lease. When separate tracts under such federal lease cannot be independent. gas lease, or any portion thereof, with other lands, whether or not owned by the united States, when separate tracts under such federal lease cannot be independently developed and operated in conformity with an established well-enacing program for developed and operated in conformity with an established well-enacing united States, when separate tracts under such federal lease cannot be independent developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the developed and operated in conformity with an established well-spacing program for the field or area and such communitization or pooling is determined to be in the public interest.

WHEREAS, the parties hereto own working, royalty or other leasehold WHEREAS, the parties hereto own working, royalty or other leasehold interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in conformity this agreement. interests, or operating rights under the oil and gas leases and lands subject to this agreement which cannot be independently developed and operated in conformity this agreement which cannot be independently developed and operated in which said land the well-enacing program perablished for the field or area in which said land the well-enacing program perablished for the field or area in which said land. this agreement which cannot be independently developed and operated in conformity with the well-spacing program established for the field or area in which said lands are located; and public interest; and

WHEREAS, the parties hereto desire to communitize and pool their re-WHEREAS, the parties hereto desire to communitize and pool their respective mineral interests in lands subject to this agreement for the terms and developing and producing communitized substances in accordance with the terms spective mineral interests in lands subject to this agreement for the purpose of developing and producing communitized substances in accordance with the terms and conditions of this agreement. are located; and

NOW, THEREFORE, in consideration of the premises and the mutual advantages to the parties hereto, it is mutually covenanted and agreed by and between the parties hereto as follows: conditions of this agreement:

The lands covered by this Agreement (hereinafter referred to as the parties hereto as follows: "communitized area") are described as follows:

Township 21 South, Range 23 East, NMPM
Section 19: Lots 1, 2, 3, 4, E/2 W/2, E/2 (All)
Eddy County New Mexico

Containing 576.12 acres, more or less, and this Agreement s Containing 576.12 acres, more or less, and this Agreement second and include only the Upper Pennsylvanian and Morrow (Lower Pennsylvanian and the natural gas are formations underlying said lands and Communitized Area and the natural second rormations underlying said lands and Communitized Area and the natural gas a sociated liquid hydrocarbons, hereinafter referred to as "communitized si associated liquid hydrocarbons, This Agreement shall apply separately to broducible from such formations. associated liquid hydrocarbons, hereinafter referred to as "communitized St"

This Agreement shall apply separately to the came man and Morrow (Lower Depositions in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations and Morrow (Lower Depositions) formations in the came man and Morrow (Lower Depositions) formations and Morrow (Lower Depositions) for producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations. This Agreement shall apply separately to producible from such formations in the same man the producible from such formations in the same man the producible from such formations in the same man the producible from such formations in the same man the producible from such formations in the same man the producible from such formations in the same man the producible from such formations in the same man the producible from such formation had been entered into the same man the producible from such formation had been entered into the same man the producible from such formation had been entered into the same man the same rennsylvanian and morrow (Lower rennsylvanian) formations in the rennsylvanian and morrow (and formation had been entered into, a separate agreement for each formation had been entered into,

- 2. Attached hereto, and made a part of this agreement for d Purp.

  2. Attached hereto, and made a part of the communitized area and sking re 2. Attached hereto, and made a part of this agreement ior purp, is Exhibit A designating the operator of the communitized area and sting the servent are and ownership of oil and gas interests in all lightly. is Exhibit A designating the operator of the communitized area and strug the acreage, percentage and ownership of oil and gas interests in all livithin acreage, percentage and ownership of oil and, for communitizing out the acreage, and the authorization, if any, for communitizing area, and the authorization, if any, for communitizing area. acreage, percentage and ownership of oil and gas interests in all lighthin acreage, percentage and ownership of oil and gas interests in all lighthin acreage, percentage and the authorization, if any, for communitizing oiling communitized area. communitized area, and the authorization, it any, it patented or fee lands within the communitized area.
  - r fee lands within the operation shall be governed by the operator.

    3. All matters of operations of this agreement. A sed area in the 1 the terms and provisions of this agreement. 3. All matters of operation shall be governed by A. zed area and provisions of this agreement. A. zed area and pursuant to the terms and provisions of the working interest in the l be find the designated by the owners of the working interest of successor op 3. All matters of opening of this agreement. A sed area and pursuant to the terms and provisions of the working interest in the l be filed may be designated by the owners of a designation of successor op and four (4) executed copies of a designation of successor op with the Oil and Gas Supervisor.
    - 4. Operator shall furnish the Secretary of the the 4. Operator shall furnish the Secretary of the season of any was sales and history of any monthly authorized representative, with a log operations, statemed area, monthly reports of operations, deemed neces say authorized representative, with a log and history of any honth authorized area, monthly reports of operations, statemy communitized area, monthly reports as are deemed neces say and royalties and such other reports as are deemed neces and royalties and such other reports as are deemed nece the royalty due the United States, as specified in the operating regulations.

- 5. The communitized area shall be developed and operated as an entirety with the understanding and agreement between the parties hereto that all communitized substances produced therefrom shall be allocated among the leaseholds comprising said area in the proportion that the acreage interest of each leasehold bears to the entire acreage interest committed to this agreement.
- 6. The royalties payable on communitized substances allocated to the individual leases comprising the communitized area and the rentals provided for in said leases shall be determined and paid on the basis prescribed in each of the individual leases. Payment of rentals under the terms of leases subject to this agreement shall not be affected by this agreement except as provided for under the terms and provisions of said leases or as may herein be otherwise provided. Except as herein modified and changed, the oil and gas leases subject to this agreement shall remain in full force and effect as originally made and issued.
- 7. There shall be no obligation on the lessees to offset any well or wells completed in the same formation as covered by this agreement on separate component tracts into which the communitized area is now or may hereafter be divided, nor shall any lessee be required to measure separately communitized substances by reason of the diverse ownership thereof, but the lessees hereto shall not be released from their obligation to protect said communitized area from drainage of communitized substances by a well or wells which may be drilled offsetting said area.
- 8. The commencement, completion, continued operation or production of a well or wells for communitized substances on the communitized area shall be construed and considered as the commencement, completion, continued operation or production on each and all of the lands within and comprising said communitized area, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.
- 9. Production of communitized substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable Federal or State statutes. This agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.
- 10. This agreement shall be effective, as of the date hereof, upon execution by the necessary parties, notwithstanding the date of execution, and upon approval by the Secretary of the Interior, or by his duly authorized representative, and shall remain in force and effect for a period of two (2) years as to the Upper Pennsylvanian and Morrow (Lower Pennsylvanian) individually and so long thereafter as communitized substances are, or can be, produced from the communitized area in paying quantities; provided, that prior to production in paying quantities from the communitized area and upon fulfillment of all requirements of the Secretary of the Interior, or his duly authorized representatives, with respect to any dry hole or abandoned well, this agreement may be terminated at any time by mutual agreement of the parties, hereto. This agreement shall not terminate upon cessation of production, if within sixty (60) days thereafter, reworking or drilling operations on the communitized area are commenced and are thereafter conducted with reasonable diligence during the period of nonproduction.
- 11. It is agreed between the parties hereto that the Secretary of the Interior, or his duly authorized representative, shall have the right of supervision over all operations within the communitized area to the same extent and degree as provided in the oil and gas leases under which the United States of America is lessor and in the applicable oil and gas regulations of the Department of the Interior.
- 12. The covenants herein shall be construed to be covenants running with the land with respect to the communitized interests of the parties hereto and their successors in interests until this agreement terminates, and any grant, transfer or conveyance of any such land or interest subject hereto, whether voluntary or not, shall be and hereby is conditioned upon the assumption or all obligations hereunder by the grantee, transferree or other successor in interest, and as to Federal land shall be subject to approval by the Secretary of the Interior.

- 13. Non-Discrimination. In connection with the performance of work under this Agreement, the Operator agrees to comply with all of the provisions of Section 301 (1) to (7) inclusive, of Executive Order 10925, as amended, (28 F.R. 6485) which are hereby incorporated by reference in this agreement.
- 14. This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns.
- of which needs to be executed by all parties, or may be ratified or consented to by separate instruments, in writing, specifically referring hereto, and shall be binding upon all 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.

ODESSA NATURAL GASOLINE COMPANY

ATTEST: Societant Societant	By M. D. Bourne RLH Executive Vice President
OPERATOR	
OPERRIOR .	ANADARKO PRODUCTION COMPANY
ATTEST:	Ву
	MARATHON OIL COMPANY
ATTEST:	Ву
	CALIFORNIA OIL COMPANY
ATTEST:	Ву
	L. R. FRENCH, OV.

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	CDESSA NATURAL GASOLINE COMPANY
ATTEST:	
	Ву
OPERATOR	,
	ANADARKO PRODUCTION COMPANY
ATTEST: Plating	By Caprison Google
Assistant Secretary	MARATHON OIL COMPANY
ATTEST:	Ву
	CALIFORNIA OIL COMPANY
ATTEST:	Ву
	L. R. FRENCH, Jr.

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O. C. C. ARTESIA, OFFICE

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		ODESSA NATURAL GASOLINE COMPANY
ATTEST:		
		Ву
	OPERATOR	
		ANADARKO PRODUCTION COMPANY
ATTEST:		Ву
		MARATHON OIL COMPANY
ATTECTY		By J. HERRICA CO. DIVISION OPERATIONS MANUACER CO.
		CALIFORNIA OIL COMPANY
ATTEST:		Ву

L. R. FRENCH, Jr.

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		CDESSA NATURAL GASOLINE COMPANY
ATTEST:		
	<u></u>	Ву
	CPERATOR	•
		ANADARKO PRODUCTION COMPANY
ATTEST:		
		Ву
		MARATHON OIL COMPANY
ATTEST:		
AIIESI.		Ву
		CALIFORNIA OIL COMPANY
ATTIST:		By of the min
		Constitute at anon
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		L. R. FRENCH, Jr.
		n. w. ramon, a t

No 3 374087085

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		ODESSA NATURAL GASOLINE COMPANY
ATTEST:		
		Ву
	OPERATOR .	
		ANADARKO PRODUCTION COMPANY
ATTEST:		
		Ву
		MARATHON OIL COMPANY
ATTEST:		Ву
		CALIFORNIA OIL COMPANY
ATTEST:		Ву
	· · · · · · · · · · · · · · · · · · ·	L. R. FRENCH, Jr.

STATE OF TEXAS	
COUNTY OF ECTOR I	
GOORTI OF EGION	
On this 27 day or  W. T. Edwards to	1965, before me appeared to appeared to appeared the performally known, who, being by me duly expective Vice Problems  That that the seal affixed to said instrument
is the corporate seal of said corporand sealed in behalf of said corpora	cation, and that said instrument cation, and that said instrument was signed attach by authority of its board of directors, acknowledged said instrument to be the free
IN WITNESS WHEREOF, I have seal the day and year in this certification.	e hereunto set my hand and affixed my official ficare first above written.
My Commission expires:	Defende Comment
Juni 1, 1967	Nogary Public in and for Ector
	County, State of Texas
	Johnnye Joiner, Notary Public In and for County of Ector, Texas
	•
STATE OF	
STATE OF	
COUNTY OF	
On this day of	1965 hefere me appeared
On thisday of	, 1965, before me appeared to me personally known, who, being by me
duly sworn, did say that he is the _	
is the corporate seal of said corpor	that the seal affixed to said instrument extion, and that said instrument was signed ation by authority of its board of directors,
and said	acknowledged said instrument to be the
free act and deed of said corporation	en.
IN WITNESS WHEREOF, I have seal the day and year in this certif	hereunto set my hand and affixed my official icate first above written.
My Commission expires:	
	Notary Public in and for Ector County, State of Texas

•	
STATE OF TEXAS	
STATE OF TEXAS   COUNTY OF ECTOR    COUNTY OF ECTOR   COUNTY OF ECTOR   COUNTY OF ECTOR   COUNTY OF ECTOR   COUNTY OF ECTOR   COUNTY OF ECTOR    COUNTY OF ECTOR    COUNTY OF ECTOR    COUNTY OF ECTOR    COUNTY OF ECTOR    COUNTY	
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sworn, did say that he is the	, 1965, before me appeared onally known, who, being by me duly
of ODESSA NATURAL GASOLINE COMPANY and that is the corporate seal of said corporation, a and sealed in behalf of said corporation by and said acknowle act and deed of said corporation.	nd that said instrument was signed
IN WITNESS WHEREOF, I have hereunt seal the day and year in this certificate fit	o set my hand and affixed my official rst above written.
My Commission expires:	
	Notary Public in and for Ector County, State of Texas
,	
STATE OF JEFANY COUNTY OF SEVERAL TO	
COUNTY OF SHOW WITE	
On this: day of to me personal sworn, did say that he is the of ANADARKO PRODUCTION COMPANY and that the s	, 1965, before me appeared
duly sworn, did say that he is the	sonally known, who, being by me
of ANADARKO PRODUCTION COMPANY and that the sis the corporate leaf of said corporation, ar and sealed in behalf of said corporation by a	d that said instrument was signed
and saidacfree act and deed of said corporation.	knowledged said instrument to be the
IN WITNESS WHEREOF, I have hereunto seal the day and year in this certificate fir	set my hand and affixed my official st above written.
My Commission expires:	A. 2. 24
Car 1 911	Notary Public in and for Ector January
<del>7/                                    </del>	County, State of Texas

STATE OF TEXAS COUNTY OF HARRIS On this 2 day of manager, 1965, before me appeared TW. H. H. P.R. R. M. to me personally known, who, being by me duly sworn, did say that he is the layer of TIPE STIPE MANAGER of MARATHON OIL COMPANY and that the scal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, \_\_acknowledged said instrument to be the and said J.H. mbn81006 free act and deed of said corporation. IN WITHESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires: Trade - Municipal Notary Public in and for Halits Contain Times Motary Public in and for Harris My Commission Line County, State of Texas STATE OF COUNTY OF corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, acknowledged said instrument to be the free act and deed of said corporation. IN WITNESS UNITEDF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. My Commission expires: Notery Public in and for County, State of STATE OF TEMAS COUNTY OF LCTOR On this day of \_\_\_\_\_\_, 1965, before me personally appeared L. R. FRENCH, a single person, to me known to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed. My Commission expires: Novery Public in and for

County, State of

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COUNTY OF		ž						
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of MARATH corporate sealed in and said free act	seal of seal o	PANY an said cor said cor of said cos where	d that the poration, corporation	and that by autho acknowl n. hercunto	said inst rity of i edged sai set my h	rument wa ts board d instrum and and a	rument is the as signed and of directors ment to be the affixed my written.	d s,
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STATE OF	ĝ	
COUNTY OF	× × × × × × × × × × × × × × × × × × ×	
On this _	day of	, 1965, before me appeared me personally known, who, being by me
of MARATHON OIL COM corporate seal of s sealed in behalf of and said free act and deed o	PANY and that the staid corporation, and said corporation by f said corporation.	eal affixed to said instrument is the d that said instrument was signed and y authority of its board of directors, acknowledged said instrument to be the
		ereunto set my hand and affixed my certificate first above written.
My Commission expir	es:	
		Notary Public in and forCounty, State of
STATE OF COUNTY OF	X X X	
duly sworn, did say of CALIFORNIA OIL C corporate seal of s	that he is the OMPANY and that the aid corporation, and said corporation by	, 1965, before me appeared personally known, who, being by me seal affixed to said instrument is the that said instrument was signed and y authority of its board of directors, acknowledged said instrument to be the
IN WITNES	S WHEREOF, I have he	ereunto set my hand and affixed my certificate first above written.
My Commission expir	es:	
		Notary Public in and for County, State of
STATE OF TEXAS	<b>10 100 </b>	
COUNTY OF ECTOR		5
appeared L. R. FREN	CH, la single person, the foregoing insti	, 1965, before me personally , so me known to be the person described rument, and acknowledged to me that he leed.
My Commission expir	es:	
1967		Notary Public in and for County, State of

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## EXHIBIT "A"

To COMMUNITIZATION AGREEMENT dated June 1, 1965 embracing all of Section 19, T-21-S, R-23-E, Eddy County, New Mexico.

OPERATOR OF COMMUNITIZED AREA

ODESSA NATURAL GASOLINE COMPANY

WELL NAME

STANDARD FEDERAL # 1

## DESCRIPTION OF LEASES COMMITTED

TRACT #1

LEASE COMMITTED BY California Oil Company

Odessa Natural Gasoline Company

L. R. French

United States of America LESSOR

Pauline A. Bunnel ORIGINAL LESSEE

LESSEE OF RECORD California Oil Company

NM-0468137 SERIAL NUMBER

DATE OF LEASE May 1, 1963

Above well located on lease

DESCRIPTION OF LANDS COMMITTED T-21-S, R-23-E, Section 19, NE/4

NUMBER OF ACRES 160,00

PENDING ASSIGNMENTS Assignment of Operating Rights

dated September 9, 1963 from Williamson Petroleum Company to

L R. French

California Oil Company 50 000% WORKING INTEREST AND PERCENTAGE Odessa Natural Gasoline Co. 40, 625%

L R French

9.375%

Pauline A. Bunnel ORRI INTEREST

Production Payment \$500 per acre AND PERCENTAGE

out of 3%

OPERATING AGREEMENTS

Tract #2

California Oil Company LEASE COMMITTED BY

Odessa Natural Gasoline Company

L. R. French

United States of America LESSOR

ORIGINAL LESSEE Philip L. Field

LESSEE OF RECORD California Oil Company SERIAL NUMBER NM-0485159

DATE OF LEASE April 1, 1952

Extended to April 1, 1964 Heldby West Indian Basin Unit

DESCRIPTION OF LAND COMMITTED T-21-S, R-23-E, Section 19,

Lots 1 and 2, E/2 NW/4

NUMBER OF ACRES 127.79

PENDING ASSIGNMENTS Assignment of Operating Rights

dated September 9, 1963 from Williamson Petroleum Company to

L. R. French

WORKING INTEREST

AND PERCENTAGE

California Oil Company

Odessa Natural Gasoline Co.

40.625%

Odessa Natural Gasoline Co. 40.625% L. R. French 9.375%

L. R. French

ORRI INTEREST
AND PERCENTAGE Philip L. Field

Production Payment \$500 per acre

out of 3%

OPERATING AGREEMENTS

Tract #3

LEASE COMMITTED BY Anadarko Production Company

LESSOR United States of America

ORIGINAL LESSEE Anadarko Production Company

LESSEE OF RECORD Anadarko Production Company

SERIAL NUMBER NM-0555054

DATE OF LEASE December 1, 1964

DESCRIPTION OF LAND COMMITTED T-21-S, R-23-E, Section 19,

Lots 3 and 4, W/2 SW/4

NUMBER OF ACRES 128. 33

PENDING ASSIGNMENTS None

WORKING INTEREST 100%

AND PERCENTAGE

ORRI INTEREST None

AND PERCENTAGE

OPERATING AGREEMENTS None

Tract #4

LEASE COMMITTED BY

Marathon Oil Company

LESSOR United States of America

ORIGINAL LESSEE The Ohio Oil Company

Marathon Oil Company LESSEE OF RECORD NM-0384625 SERIAL NUMBER September 1, 1951 DATE OF LEASE T-21-S, R-23-E, Section 19, SE/4 DESCRIPTION OF LAND COMMITTED 160.00 NUMBER OF ACRES None PENDING ASSIGNMENTS 100% WORKING INTEREST AND PERCENTAGE None ORRI INTEREST AND PERCENTAGE

OPERATING AGREEMENTS

## **RECAPITULATION**

None

	No. of Acres	Percent Committed
Tract 1	160.00	100%
2	127.79	100%
3	128. 33	100%
4	160.00	100%
	576. 12	100%