

GAS POOLING AGREEMENT

H. T. ORCUTT (NCT-D) EUMONT GAS UNIT NO. 1

THIS AGREEMENT made and entered into the ^{11th} day of ^{July}, 1956, by and between GULF OIL CORPORATION, hereinafter called "Gulf", and AMERADA PETROLEUM CORPORATION, hereinafter called "Amerada",

WITNESSETH, that

WHEREAS, Gulf is the owner and holder of State of New Mexico Oil and Gas Lease No. B-244 dated September 10, 1931, from the State of New Mexico as Lessor, to Gypsy Oil Company, as Lessee, covering the W/2 of the NE/4, Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, among other lands; and

WHEREAS, Amerada is the owner and holder of State of New Mexico Oil and Gas Lease No. B-1381, dated December 2, 1932, from the State of New Mexico, as Lessor, to C. W. Perryman, as Lessee, covering E/2 of the NE/4, Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, among other lands; and

WHEREAS, it is the desire of Gulf and Amerada that this Agreement cover the NE/4, Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, as to dry gas and associated liquid hydrocarbons produced from a gas well, as defined by the New Mexico Oil Conservation Commission, within the vertical limits of the Eumont Gas Pool, as defined in said Commission's Order No. R-520, said area being hereinafter referred to as the "Pooled Production Unit", and which shall be known as the "H. T. Orcutt (NCT-D) Eumont Gas Unit No. 1, and

WHEREAS, in order to comply with existing rules and regulations governing gas well spacing and gas production units, and to acquire a gas allowable for the above described pooled production unit, it is the desire of the parties hereto to pool all leasehold and royalty interests in order to form one tract or unit, and

WHEREAS, Gulf desires to operate the pooled production unit as an entirety for the purpose of developing and producing dry gas and associated liquid hydrocarbons in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual advantages offered by this Agreement, it is mutually covenanted and agreed by and between the parties hereto that the pooled production unit shall be developed and operated by Gulf, its successors or assigns, for the production therefrom of dry gas and associated liquid hydrocarbons as an entirety, with the understanding and agreement that the dry gas and associated liquid hydrocarbons from the pooled production unit shall be allocated among the present or future owners of leasehold or royalty interests in the proportion that the acreage interest of each bears to the entire acreage interest committed hereto. There shall be no obligation on Gulf, or its successors or assigns, to offset any gas well or wells on

separate component tracts into which such pooled proration unit is now or may hereafter be divided; nor shall Gulf, its successors or assigns be required to separately measure said dry gas or associated liquid hydrocarbons by reason of the diverse ownership of such production in and under said unit, but the lessee shall not be released from the obligation to protect said unit from drainage by any gas well or wells which may be drilled offsetting the said unit. Payment of rentals under the terms of the leases hereinabove mentioned and described shall not be affected by this Agreement except as may be herein otherwise provided.

It is further agreed that the commencement, completion, continued operation or production of a well or wells for dry gas and associated liquid hydrocarbons on the pooled proration unit shall be construed and considered as the commencement, completion, continued operation or production from each and all of the lands within and comprising said pooled proration unit, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

It is the intention of the parties hereto that this Agreement shall include and affect only dry gas and associated liquid hydrocarbons produced through a gas well or gas wells as defined by the New Mexico Oil Conservation Commission located on the pooled proration unit hereinabove described and shall not include or affect in any manner whatsoever any of the production of hydrocarbons from any oil well located on the pooled tracts or any of the production of hydrocarbons from other than the Eument Gas Pool as above defined.

It is further agreed that all production of dry gas and associated liquid hydrocarbons and disposal thereof shall be in conformity with allocations made or fixed by any duly authorized person or regulatory body under applicable Federal or State statute. The provisions of this Agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations which affect the performance of any of the provisions of this Agreement, 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 law, order, rule or regulation.

This Agreement shall be effective as of the date upon which the unit allowable established by the New Mexico Oil Conservation Commission first becomes effective and shall remain in force and effect for a period of one (1) year and so long thereafter as dry gas, with or without associated liquid hydrocarbons, is produced from any part of said pooled proration unit in paying quantities. It is further provided that after the expiration of said one-year period should the unit well or wells be reclassified by the New Mexico Oil Conservation Commission, or should the pooled proration unit cease to produce gas in paying quantities from any cause, this Agreement shall not terminate, if within six (6) months after the date of any such reclassification or cessation of such production, Operator shall commence operations for the purpose of restoring gas production from the unit, in which event this Agreement shall remain in full force and effect during the period such operations are being diligently prosecuted and so long thereafter as dry gas, with or without associated liquid hydrocarbons, is produced from said unit in paying quantities.

IN WITNESS WHEREOF, this instrument is executed in duplicate on the day and year herein first above written.

Law	<i>Chu</i>
Comptr.	
Exp.	<i>EBB</i>
Prod.	

GULF OIL CORPORATION

By *[Signature]*
Vice-President

ATTEST:
[Signature]
Assistant Secretary

AMERADA PETROLEUM CORPORATION

By *[Signature]*
President

<i>[Signature]</i>
<i>[Signature]</i>
<i>[Signature]</i>

ATTEST:
[Signature]
Assistant Secretary

STATE OF TEXAS
COUNTY OF TARRANT

SS

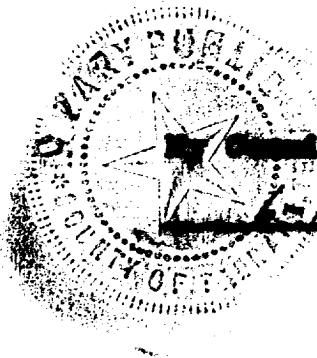
The foregoing instrument was acknowledged before me
this 11th day of July, 1956, by H. M. Loyer
President of GULF OIL CORPORATION, a
Delaware corporation, on behalf of said corporation.

M. B. Chippeaux
Notary Public

M. B. CHIPPEAUX

My Commission Expires:

6-1-57



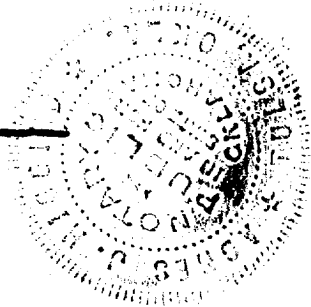
STATE OF Oklahoma
COUNTY OF Tulsa

SS

The foregoing instrument was acknowledged before me
this 30th day of July, 1956, by E. H. McCollough
President of AMERADA PETROLEUM CORPORATION,
a Delaware corporation, on behalf of said
corporation.

Frank D. Higgins
Notary Public

My Commission Expires:
February 26, 1957



CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

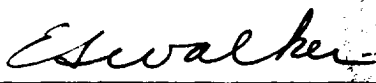
GULF'S H. T. ORCUTT "D" NO. 2 COMMUNITIZATION

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 July 11, 1956, which has been executed or is to be 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 proposed 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 by Chap. 88 of the Laws of the State of New Mexico, 1943, as amended by Chap. 162 of the laws of New Mexico, 1951, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid Chap. 88 of the Laws of the State of New Mexico, 1943, as amended by Chap. 162 of the Laws of the State of New Mexico, 1951.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 7th day of August, 19 56.



Commissioner of Public Lands
of the State of New Mexico

