

GAS POOLING AGREEMENT

OLLIE I. BOYD BLINEBRY GAS UNIT NO. 1

THIS AGREEMENT made and entered into this 9th day of March, 1959, by and between GULF OIL CORPORATION, hereinafter called "Gulf" or "Operator", and the following named parties, in the proportions written after their names, hereinafter called "Non-Operators":

J. M. Armstrong Box 990 Midland, Texas	1/8	(20/160)
W. A. Yeager Box 990 Midland, Texas	1/8	(20/160)
Clifford Mooers Estate c/o Mr. H. B. Fuqua P. O. Box 1875 Fort Worth, Texas	1/8	(20/160)
John J. Redfern, Jr. P. O. Box 1747 Midland, Texas	1/16	(10/160)
Jack Markham Great Plains Life Bldg. Lubbock, Texas	1/32	(5/160)
J. R. Cone Great Plains Life Bldg. Lubbock, Texas	1/32	(5/160)
J. Hiram Moore P. O. Box 1537 Hobbs, New Mexico	7/32	(35/160)
Lucky Wright Royalty Syndicate P. O. Box 505 Farmington, New Mexico	3/40	(12/160)
Roy G. Barton 401 E. Broadway Hobbs, New Mexico	33/160	

W I T N E S S E T H,

THAT WHEREAS, Gulf is the owner and holder of an oil, gas and mineral lease dated May 11, 1927, from Ollie I. Boyd, et ux, as lessor, to Eugene S. Adkins, as lessee, covering the S/2 of the SW/4, the NE/4 of the SW/4 and the SW/4 of the SE/4 of Section 23, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and

BEFORE EXAMINER UTZ
OIL CONSERVATION COMMISSION
EXHIBIT NO. <u>2</u>
CASE NO. <u>72009</u>

WHEREAS, the Non-Operators, in the proportions above written after each of their names, are the owners of all oil, gas and other minerals in and under the NW/4 of the SW/4 of Section 23, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and said oil, gas and other minerals are not presently covered by any oil or gas lease, and

WHEREAS, it is the desire of Gulf and Non-Operators that this Agreement cover the SW/4 and the SW/4 of the SE/4 of Section 23, Township 22 South, Range 37 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 Blinebry Gas Pool, as defined in said Commission's Order No. R-610, as amended, said area hereinafter being referred to as the "Pooled Proration Unit" which shall be known as the Ollie I. Boyd Blinebry Gas Unit No. 1; and

WHEREAS, in order to comply with existing rules and regulations governing gas well spacing and gas proration units, and to acquire a gas allowable for the above described pooled proration 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 proration 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 proration 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 proration unit shall be allocated among the present or future owners of leasehold or royalty interests

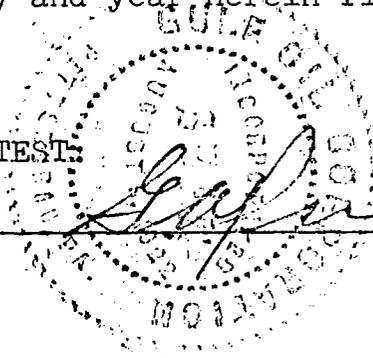
in the proportion that the acreage interest of each bears to the entire acreage interest committed hereto. There shall be no obligation on Gulf, or its successors or assigns, to offset any gas well or wells on separate component tracts into which such pooled proration unit is now or may hereafter be 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 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 Blinebry 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. The provisions of this Agreement shall be subject to all applicable laws, 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 on the day and year herein first above written.

ATTEST:  *[Signature]*

GULF OIL CORPORATION

Law	<i>WOK</i>
Comptr.	
Exp.	<i>E B B</i>
Prod.	<i>WOK</i>

By *[Signature]*

[Signature]
J. M. ARMSTRONG

[Signature]
W. A. YEAGER

~~SEASIDE OIL COMPANY~~
CLIFFORD MOOERS ESTATE

ATTEST: _____

By *[Signature]*
H. B. FUQUA, Independent Executor

[Signature]
JOHN J. REDFERN, Jr.

[Signature]
JACK MARKHAM

J. R. Cone
J. R. CONE

J. Hiram Moore
J. HIRAM MOORE

LUCKY WRIGHT ROYALTY SYNDICATE

By Dilled A. Wright
Managing Trustee

Roy G. Barton
ROY G. BARTON

STATE OF Texas |
COUNTY OF Garland |

The foregoing instrument was acknowledged before me
this 9th day of March, 1957, by W.A. Shellishear
Attorney at Law of
GULF OIL CORPORATION, a Pennsylvania Corporation, on behalf of
said corporation.

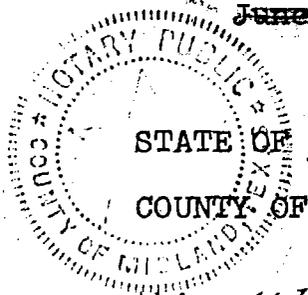


L. B. Jackson
Notary Public

My commission expires:
June 1, 1957

STATE OF Texas |
COUNTY OF Midland |

The foregoing instrument was acknowledged before me
this 14th day of September, 1957, by J. W. ARMSTRONG.

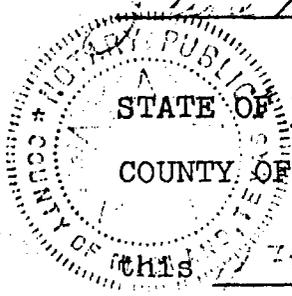


Lily Cardon
Notary Public
Lily Cardon, Notary Public
Midland County, Texas
My commission expires June 1, 1959

My commission expires:
June 1, 1959

STATE OF Texas |
COUNTY OF Midland |

The foregoing instrument was acknowledged before me
this 14th day of September, 1957, by W. A. YEAGER.



Lily Cardon
Notary Public
Lily Cardon, Notary Public
Midland County, Texas
My commission expires June 1, 1959

My commission expires:
June 1, 1959

STATE OF TEXAS 0

COUNTY OF TARRANT 0

On this 21st day of April, 1958, before me personally appeared H. B. FUQUA, as Independent Executor of the Estate of Clifford Mooers, Deceased, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of Clifford Mooers Estate, and in the capacity therein stated.

WITNESS my hand and seal the day and year last above written.

Ralph L. Dahlstrom
Notary Public

My commission expires:

June 1, 1959

STATE OF Texas 1

COUNTY OF Tarrant 1

The foregoing instrument was acknowledged before me this 10th day of August, 1957, by JOHN J. REDFERN, Jr.

Betty Lou Adams BETTY - LOU ADAMS
Notary Public

My commission expires:

June 1, 1959

STATE OF Texas 1

COUNTY OF Tarrant 1

The foregoing instrument was acknowledged before me this 13th day of August, 1957, by JACK MARKHAM.

Joyce Davis JOYCE DAVIS
Notary Public

My commission expires:

6-1-59

STATE OF Texas 1

COUNTY OF Tarrant 1

The foregoing instrument was acknowledged before me this 11th day of August, 1957, by J. R. CONE.

Glover Leuenberger
Notary Public

My commission expires:

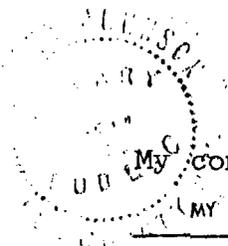
6-1-59

GLOVER LEUENBERGER

STATE OF New Mexico |
COUNTY OF Lea |

The foregoing instrument was acknowledged before me
this 29th day of August, 1957, by J. HIRAM MOORE.

Elliott Johnson
Notary Public



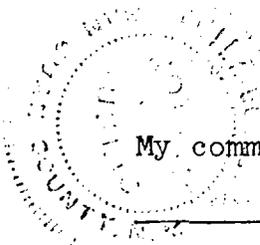
My commission expires:
MY COMMISSION EXPIRES JUNE 10, 1961

STATE OF NEW MEXICO |
COUNTY OF SAN JUAN |

On this 3rd day of March, ¹⁹⁶⁰~~1957~~, before me
personally appeared Mildred A. Wright, Managing Trustee for
Lucky Wright Royalty Syndicate, to me known to be the person des-
cribed in and who executed the foregoing instrument and acknow-
ledged that she executed the same as the free act and deed of
Lucky Wright Royalty Syndicate, and in the capacity therein stated.

WITNESS my hand and seal the day and year last above
written.

Ivilda Goodding
Notary Public

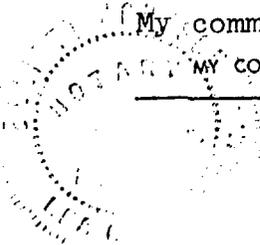


My commission expires:

STATE OF New Mexico |
COUNTY OF Lea |

The foregoing instrument was acknowledged before me
this 29th day of August, 1957, by ROY G. BARTON.

Elliott Johnson
Notary Public



My commission expires:
MY COMMISSION EXPIRES JUNE 10, 1961