






BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

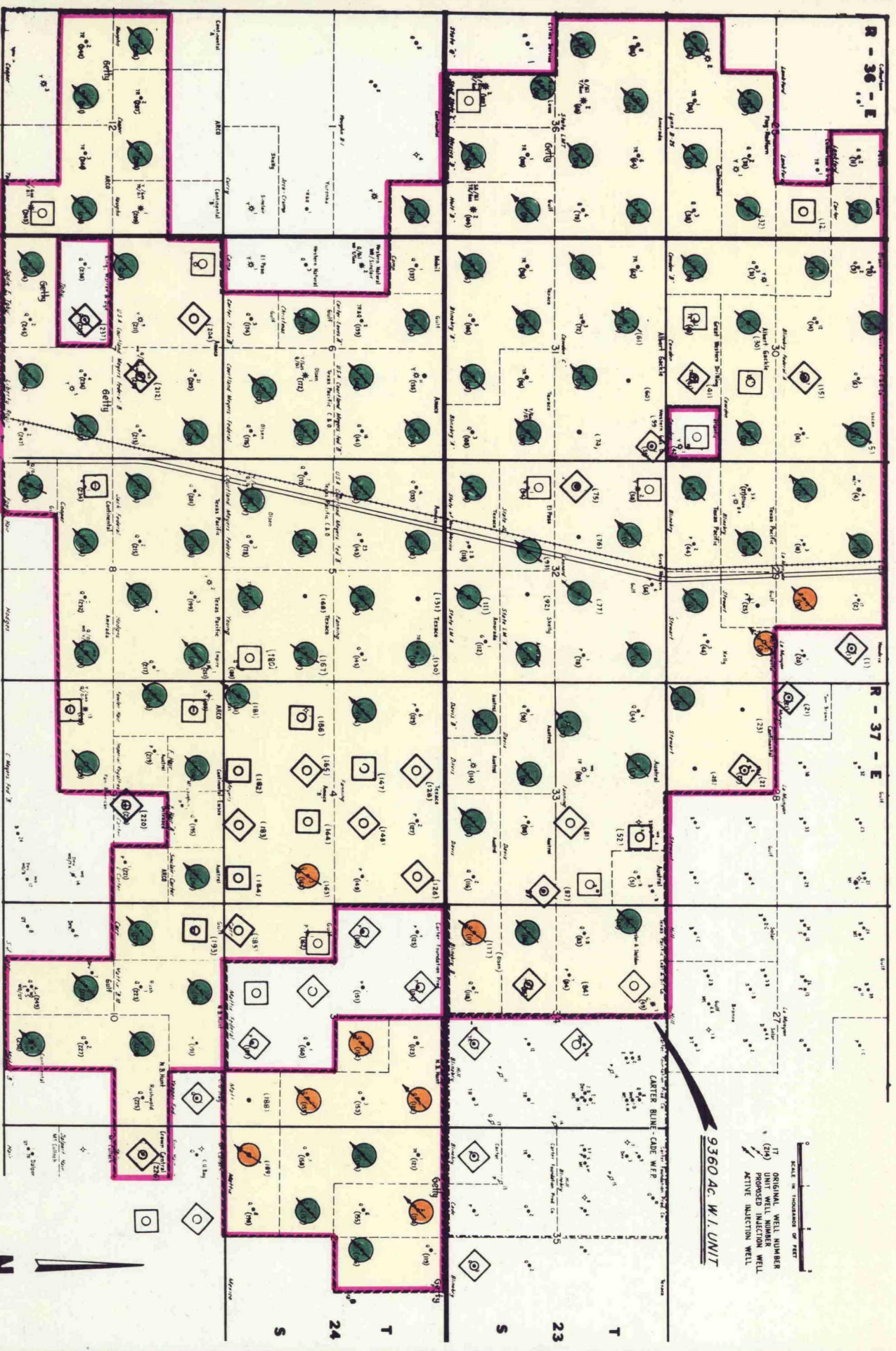
Case No. 69 Exhibit No. 1
Submitted by O. J. Co.
Heari 8-2-80

INDEX MAP

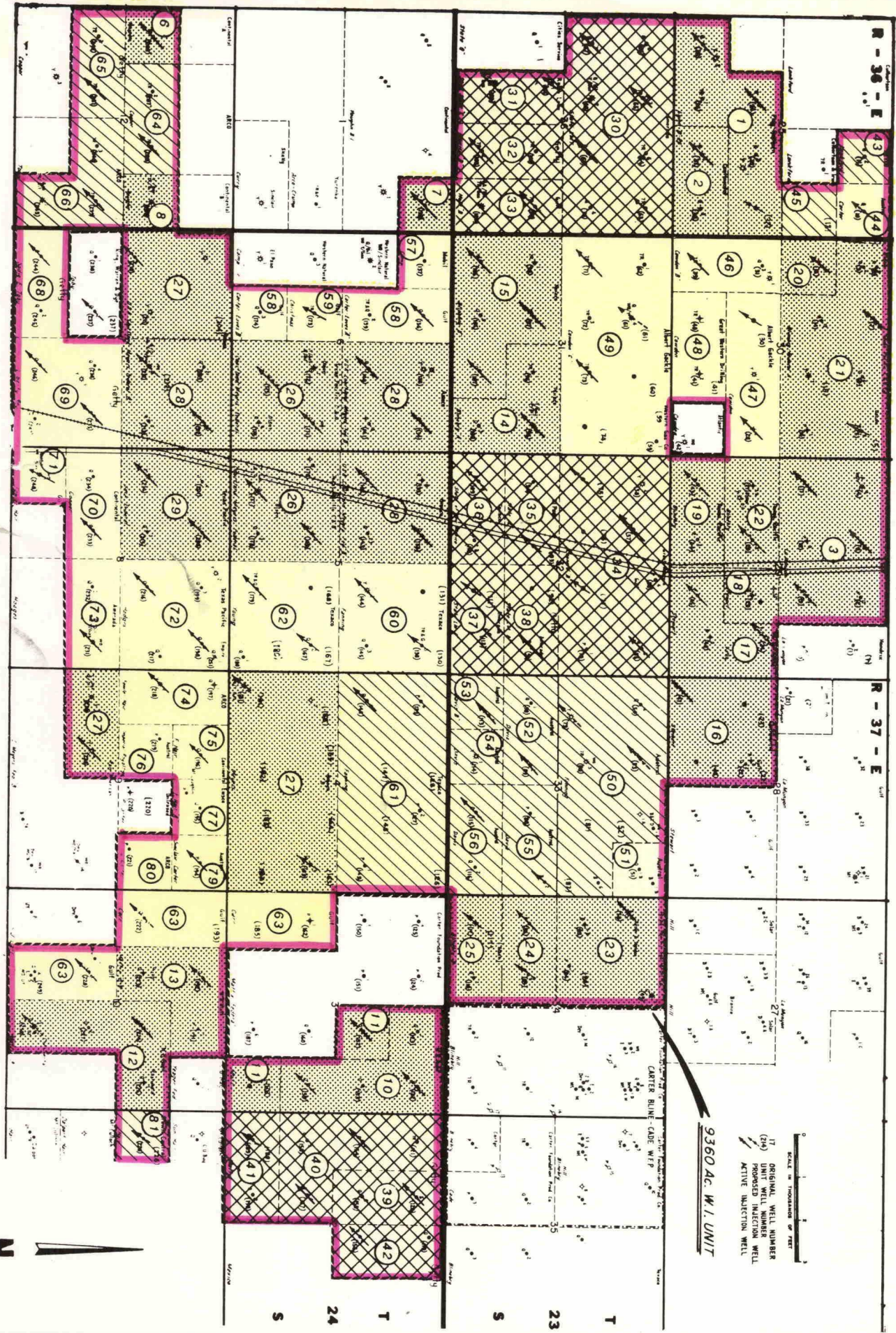
LEGEND

-  CONVERTED (SI)
-  INJECTOR
-  PROPOSED FOR INJECTION
-  PROPOSED PRODUCER
-  UNITIZED AREA

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico
Case No. 6987 Exhibit No. 3
Submitted by Getty O.I. Co.
Hearing Date 8-5-80



GETTY OIL COMPANY
PLAT OF
MYERS LANGLE MATTIX UNIT
LEA COUNTY, NEW MEXICO



0 1 2 3 4 5 6 7 8 9 10
SCALE IN THOUSANDS OF FEET

17 ORIGINAL WELL NUMBER
(24) UNIT WELL NUMBER
PROMISED INJECTION WELL
ACTIVE INJECTION WELL

9360 AC. W.I. UNIT

- LEGEND**
- FEDERAL LAND
 - STATE LAND
 - FEE LAND
 - UNSIGNED FEE LAND
 - UNZINED AREA
 - TRACT NUMBER

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 2
Submitted by Getty Oil Co.
Hearing Date 8-5-80

GETTY OIL COMPANY
PLAT OF
MYERS LANGLE MATIX UNIT
LEA COUNTY, NEW MEXICO

COMPARATIVE PRODUCTION SCHEDULES

CASE I - Assumes the unsigned tracts are not statutorily unitized. This will prevent a lease line agreement from being ratified resulting in a loss of an estimated 500,000 barrels of secondary oil. An investment of \$600,000 will also be required for production facilities on these tracts. Operating costs will increase \$90,000 per month to operate these batteries.

CASE II - Assumes the unsigned tracts are statutorily unitized.

Production schedules for the two cases are as follows:

<u>Year</u>	<u>CASE I</u> <u>Bbls. Oil</u> <u>Per Year</u>	<u>CASE II</u> <u>Bbls. Oil</u> <u>Per Year</u>
1980	960,000	960,000
1981	1,200,000	1,200,000
1982	1,080,000	1,080,000
1983	864,000	888,000
1984	696,000	720,000
1985	564,000	588,000
1986	456,000	480,000
1987	360,000	396,000
1988	288,000	324,000
1989	240,000	264,000
1990	192,000	216,000
1991	129,828	180,000
1992		144,000
1993		89,828
TOTAL	7,029,828	7,529,828

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 4
Submitted by Gaffey Oil Co.
Hearing Date 8-5-80

*RESERVES UNRECOVERED IF UNSIGNED
TRACTS ARE NOT STATUTORILY UNITIZED

<u>WELL NO.</u>	<u>UNRECOVERED RESERVES</u> <u>M BBLs</u>
84P	2
85I	8
116P	5
117I	17
119P	2
120I	33
121P	31
122I	6
123P	21
126I	27
127P	4
155P	5
153P	31
152I	11
149P	9
158P	24
159I	23
162P	36
163I	33
164P	9
184P	18
185I	36
188P	36
189I	23
190P	3
193P	9
225P	37
226I	1
	<u>500</u>

*Reserves based on secondary recovery equal to 80% of primary. Estimated reserves for wells to be drilled are 36 MBO per well

BEFORE THE	
OIL CONSERVATION COMMISSION	
Santa Fe, New Mexico	
Case No. <u>6987</u>	Exhibit No. <u>5</u>
Submitted by <u>Gelfy Oil Co.</u>	
Hearing Date <u>8-5-80</u>	

Value of Unrecovered Reserves

Pricing Tier: Stripper

Avg. Price/Bbl.: \$36.48 (1st Quarter 1980 Average)

500,000 Bbls. X \$36.48/Bbl. - \$18.24 Million Gross
Income to Unit

Division of Additional Gross Revenue

Federal Royalty (.0506237)	= \$	923,376
State Royalty (.0226147)	= \$	412,492
Fee Royalty-Signed (.0973076)	= \$	1,774,890
Fee Royalty-Unsigned (.0003938)	= \$	7,183
Working Interest Owners (.8290600)	=	\$15,122,054

BEFORE THE	
OIL CONSERVATION COMMISSION	
Santa Fe, New Mexico	
Case No. <u>6987</u>	Exhibit No. <u>6</u>
Submitted by <u>Gaffey Oil Co.</u>	
Hearing Date <u>8-5-80</u>	

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 9

Submitted by [Signature]

Hearing Date 8/5/80

UNIT AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

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UNIT AGREEMENT

MYERS LANGLEIE-MATTIX UNIT

LEA COUNTY, NEW MEXICO

State of New Mexico No. _____

THIS AGREEMENT, entered into as of the 1st day of January, 1973, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto",

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty or other oil or gas interests in the Unit Area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws 1943, as amended by Sec. 1 of Chap. 162, Laws of 1951, Chap. 7, Art. 11, Sec. 39, N.M.S. 1953 anno.) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 3, Chap. 88, Laws of 1943, as amended by Sec. 1, Chap. 162, Laws of 1951, Chap. 7, Art. 11, Sec. 41, N.M.S. 1953 anno.) to amend, with the approval of the lessee, any oil and gas lease embracing State lands so that the length of the term of said lease will coincide with the term of an agreement as to the unitized development and operation of State lands; and

WHEREAS, the Oil Conservation Commission of the State of New Mexico is authorized by law (Art. 111, Chap. 65, Vol. 9, Part 2, New Mexico Statutes, 1953 Annotated) to approve this agreement, and the conservation provisions hereof; and

WHEREAS, the Mineral Leasing Act of February 25, 1920 (41 Stat. 437, as amended 30 U.S.C. Sections 181 et seq.) authorizes Federal lessees and their representatives to unite with each other or jointly or separately with others in collectively adopting and operating a cooperative or unit plan of development or operation of any oil or gas pool, field or like area or any part thereof for the purpose of more properly conserving the

natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the parties hereto hold sufficient interests in the Myers Langlie-Mattix Unit Area, covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary recovery operations, conserve natural resources, to prevent waste and secure the other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth.

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interest in the "Unit Area" and the "Unitized Formation" lying thereunder (as those terms are defined hereinafter), and agree severally among themselves as follows:

SECTION 1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder and valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

SECTION 2. UNIT AREA AND DEFINITIONS. For the purpose of this agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as the area described by tracts in Exhibit "B" and depicted on Exhibit "A" attached hereto, containing 9,923.68 acres more or less, or to which it may be extended as herein provided.

(b) "Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

(c) "Commission" is defined as the Oil Conservation Commission of the State of New Mexico.

(d) "Director" is defined as the Director of the United States Geological Survey.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America or any other person duly authorized to exercise powers vested in that office.

(f) "Department" is defined as the Department of the Interior of the United States of America.

(g) "Supervisor" is defined as the Oil and Gas Supervisor of the United States Geological Survey having jurisdiction over oil and gas operation on Federal lands in the Unit Area.

(h) "Unitized Formation" means that interval underlying the Unit Area the vertical limits of which extend from a point 100 feet above the base of the Seven Rivers formation to the base of the Queen formation; said interval having been heretofore found to occur in Texas Pacific Oil Company's Blinbry "B" No. 3 well (located 2310 feet from the west line and 330 feet from the north line of Section 34, Township 23 South, Range 37 East, Lea County, New Mexico) at an indicated depth interval of 3168 feet to 3570 feet, as recorded on the Schlumberger Electrical log Run No. 1 taken December 26, 1952, said log being measured from a derrick floor elevation of 3300 feet above sea level.

(i) "Unitized Substances" means all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within and produced from the Unitized Formation underlying the lands unitized hereunder.

(j) "Tract" is defined as each parcel of land described as such and given a tract number in Exhibit "B".

(k) "Tract Participation" is defined as the percentage of Unitized Substances to be allocated to a Tract qualified for participation under this agreement, as shown on Exhibit "C".

(l) "Unit Participation" of each Working Interest Owner means the sum of the products obtained by multiplying the Working Interest share of such Working Interest Owner in each Tract by the Tract Participation of such Tract.

(m) "Working Interest" is defined as the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil or gas lease, or otherwise, and

includes any interest which is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing operations.

(n) "Working Interest Owner" is defined as and shall mean any party hereto owning a Working Interest. The owner of oil and gas rights which are free of leases or other instruments conveying the Working Interest to another shall be regarded as a Working Interest Owner to the extent of seven-eighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

(o) "Record Owner" is defined as the holder of the record title to a lease covering Federal lands according to the applicable records of the Department of the Interior of the United States of America.

(p) "Royalty Interest" or "Royalty" is defined as an interest other than a Working Interest in or a right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contract, or any other payment or burden which does not carry with it the right to search for and produce Unitized Substances.

(q) "Royalty Owner" is defined as and shall mean the owner of a Royalty Interest.

(r) "Voting Interest" of each Working Interest Owner, unless otherwise specifically defined herein, shall equal its Unit Participation in effect at the time a vote is taken.

(s) "Usable Well" shall mean a well which, in accordance with good oil field practice, is adequately equipped and in condition with casing in good repair (hereinafter referred to as "Usable Condition") to permit production of Unitized Substances from the Unitized Formation to the surface by conventional production methods.

(t) "Unit Operating Agreement" is defined as and shall mean any agreement or agreements (whether one or more entered into separately or collectively) by and between the Unit Operator and the Working Interest Owners as provided in Section 9, Accounting Provisions and Unit Operating Agreement, *infra*, and shall be styled "Unit Operating Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico".

(u) "Unit Manager" is defined as the person or corporation appointed by the Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 8 hereof.

SECTION 3. EXHIBITS. Exhibit "A" attached hereto is a map showing the Unit Area and the boundaries and identity of Tracts and leases in said Unit Area to the extent known to the Unit Operator. Exhibit B attached hereto is a schedule showing, to the extent known to the Unit Operator, the acreage comprising each Tract and the percentage ownership of each Working Interest Owner. Exhibit "C" attached hereto is a schedule showing the participation of each Tract during Phases I and II. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party.

Whenever reference herein or in the Unit Operating Agreement is made to an Exhibit, the reference is to the Exhibit as originally attached or, if revised, to the latest approved revision.

The description and ownership of the respective Tracts have been established by using the best information available. If it subsequently appears that clerical errors, including errors in Tract Ownership or mechanical miscalculations have been made, Unit Operator shall revise the Exhibits to conform with the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participations. Errors and miscalculations discovered prior to the effective date of this agreement shall be corrected by Unit Operator in the first revision of Exhibits following the effective date and said first revisions shall be effective as of the effective date of this agreement. The correction of any error other than the correction of a clerical or mechanical error shall be made by Unit Operator only after first having obtained approval of Working Interest Owners, the Supervisor and the Commissioner.

Exhibits A, B, and C shall be revised by Unit Operator whenever changes render such revision necessary or when requested by the Supervisor or the Commissioner. If an Exhibit is revised pursuant to this agreement, Unit Operator shall certify and file the required number of copies of the revised

Exhibit with the Commissioner and the Supervisor, and one (1) copy for record with the County Clerk, Lea County, New Mexico. Except as specified above, a revised Exhibit shall become effective on such date as may be determined by the Working Interest Owners with the approval of the Supervisor and the Commissioner, and shall be set forth on said revised Exhibit.

SECTION 4. EXPANSION. The Unit Area may, when practicable, be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purposes of this agreement. Such expansion shall be effected in the following manner:

(a) The Working Interest Owner or Owners of a Tract or Tracts desiring to commit such Tract or Tracts to this Agreement, shall file an application therefor with Unit Operator requesting admission.

(b) Unit Operator shall circulate a notice to each Working Interest Owner of the proposed expansion, setting out the basis for admission, the recommended Tract Participation to be assigned to such Tract or Tracts, and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if three or more Working Interest Owners having in the aggregate eighty percent (80%) Phase II Unit Participation have agreed to inclusion of such tract or tracts in the Unit Area, then Unit Operator shall:

(1) After preliminary concurrence by the Director and the Commissioner prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional tract or tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and

(2) Deliver copies of said notice to the Commissioner, the Supervisor, each Working Interest Owner and to each lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

(3) File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Commissioner and Supervisor the following: (a) Evidence of mailing or delivering copies of said notice of expansion; (b) An application for such expansion; (c) An instrument containing the appropriate joinders in compliance with the participation requirements of

Section 15, Tracts Qualified for Participation, hereof; and (d) Copies of any objections received.

The expansion shall, after due consideration of all pertinent information and approval by the Commissioner, the Commission, and the Supervisor, become effective as of the date prescribed in the notice thereof, preferably the first day of a month subsequent to the date of notice or on such other date as may be agreed upon by the Working Interest Owners and approved by the Commissioner, the Commission, and the Supervisor. The revised Tract Participations of those Tracts which were committed prior to such expansion shall remain in the same ratio one to another.

SECTION 5. UNITIZED LAND AND UNITIZED SUBSTANCES. All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All "unitized land" and Unitized Substances are unitized under the terms of this agreement. Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as defined under Section 2 (h).

SECTION 6. UNIT OPERATOR. Skelly Oil Company is hereby designated as Unit Operator, and by signing this agreement as Unit Operator it agrees and consents to accept the duties and obligations of Unit Operator for the operation, development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

SECTION 7. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Commissioner and the Supervisor, and until all unit wells are placed in a satisfactory condition for suspension, abandonment, or continued operations, as required by the Supervisor as to Federal lands and the Commissioner as to State lands, unless a new Unit

Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by three (3) or more Working Interest Owners having in the aggregate eighty percent (80%) or more of the Phase II Unit Participation remaining after excluding the Phase II Unit Participation of the Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and the Supervisor.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this agreement shall not terminate its rights, title or interest as the owner of a Working Interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, books and records, materials, appurtenances and any other assets, used in connection with the unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing the removal of any material, equipment, and appurtenances needed for the preservation of any wells.

Nothing herein contained shall be construed to release, relieve or discharge a Unit Operator who resigns or is removed hereunder from any liability for default by it hereunder or from duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing, the duties and responsibilities of Unit Operator, and (b) the selection shall have been

approved by the Supervisor and the Commissioner. If no successor Unit Operator is selected as herein provided, the Commissioner or the Director, at his election, may declare this agreement terminated.

In selecting a successor Unit Operator the affirmative vote of three (3) or more Working Interest Owners owning a total of sixty-five percent (65%) or more of the Phase II Unit Participation shall prevail, provided that if any one Working Interest Owner has a Phase II Unit Participation greater than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient if the affirmative vote represents a majority of the voting interest, and such affirmative vote shall be controlling on all parties. If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of three or more Working Interest Owners owning a majority of the Phase II voting interest remaining after excluding the voting interest of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT.

Costs and expenses incurred by the Unit Operator in conducting unit operations hereunder shall be apportioned among, borne and paid by the Working Interest Owners in accordance with the Unit Operating Agreement. The Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this agreement or to relieve the Unit Operator of any right or obligation established under this agreement, and in case of any inconsistency or conflict between this agreement and the Unit Operating Agreement, this agreement shall prevail. Two true copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Commissioner and three true copies thereof shall be filed with the Supervisor prior to approval of this agreement.

SECTION 10. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and

duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the Unitized Substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Upon request, acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

SECTION 11. EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this agreement, various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this agreement any and all such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, subject to the limitations contained in Section 10, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this agreement, and it is agreed that any and all such equipment and personal property shall be and remain personal property for all purposes.

SECTION 12. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that the object and purpose of this agreement is to formulate and to put into effect a secondary recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approve of a plan of operation by the Working Interest Owners, the Supervisor, the Commissioner and the Commission, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil and any one or more other substances or combination of substances whether produced from the Unitized Formation or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards of

good geologic and petroleum engineering practices and conservation methods. The parties hereto, subject to prior rights, if any, grant to Unit Operator the use of brine or non-potable water or both from any formation in and under the Unitized Land for injection into the Unitized Formation. After commencement of secondary operations, Unit Operator shall furnish the Commissioner and the Supervisor monthly injection and production reports for each well in the Unit. The Working Interest Owners, the Commissioner and the Supervisor shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto deemed necessary to meet changed conditions or to protect the interests of all parties to this agreement; provided, however, that any revision of the approved plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Commission, the Commissioner and the Supervisor.

A plan of operation shall be filed with the Supervisor and the Commissioner concurrently with the filing of this unit agreement for final approval. Said plan of operation and all revisions thereof shall be as complete and adequate as the Supervisor and the Commissioner may determine to be necessary for timely operation consistent herewith. Upon approval of this agreement and the aforementioned plan by the Supervisor and the Commissioner, said plan and all subsequently approved plans shall constitute the operation obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time, before the expiration of any existing plan, the Unit Operator shall submit for like approval a plan of an additional specified period of operation.

Notwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence operations for the secondary recovery of the unitized substances from the unit area within one year after the effective date of this agreement and any extension thereof approved by the Supervisor and the Commissioner, this agreement shall terminate automatically as of the date of default.

SECTION 13. USE OF SURFACE. The parties hereto, to the extent of their rights and interest, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for unit operations, including the free use of water from the Unit Area for unit operations, except water from any well, lake, pond or

irrigation ditch of a surface owner, provided that, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a site for a water, gas injection, processing or other plant or camp site. Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

SECTION 14. TRACT PARTICIPATION. Participation of each Tract is shown in Exhibit "C" and has been computed in accordance with the following:

(a) Phase I Participation. Phase I begins the effective date hereof and continues until the first day of the month next following the date that the cumulative volume of oil produced after January 1, 1969, from the Unitized Formation underlying all of the Tracts in the Unit Area totals 299,013 barrels. The Tract Participation of each Tract during Phase I, shown on Exhibit "C", is based upon the following formula:

Tract Participation Percentage

Phase I equals

$$100 \frac{A}{B}$$

Where: "A" equals total income from oil and gas produced from such Tract from the Unitized Formation during the period January 1, 1968, through December 31, 1968.

"B" equals the summation of the total income from oil and gas produced from all qualified Tracts from the Unitized Formation during the period January 1, 1968, through December 31, 1968.

(b) Phase II Participation. Phase II shall begin the first day of the month next following the date on which the last of the 299,013 barrels referred to in (a) above is produced and shall continue for the remainder of the term of this agreement. The Participation of each Tract during Phase II, shown on Exhibit "C", is based upon the following formula:

Tract Participation Percentage,

Phase II equals

$$85 \frac{E}{F} \text{ plus } 10 \frac{G}{H} \text{ plus } 5 \frac{I}{J}$$

Where: "E" equals the estimated quantity of oil ultimately recoverable from the Unitized Formation by primary recovery operations credited to each Tract.

"F" equals the summation of the estimated quantity of oil ultimately recoverable from the Unitized Formation by

primary recovery operations credited to all qualified Tracts.

"G" equals the cumulative oil produced from the Unitized Formation underlying each Tract as of July 1, 1966.

"H" equals the summation of the cumulative oil produced from the Unitized Formation underlying all qualified Tracts as of July 1, 1966.

"I" equals the number of acres contained in each Tract.

"J" equals the summation of the number of acres contained in all qualified Tracts.

If less than all Tracts within the Unit Area qualify for participation hereunder as of the effective date hereof, Unit Operator shall file with the Supervisor, the Commissioner and the Commission a schedule showing the qualified Tracts as of said effective date, which schedule shall be designated Revised Exhibit C and considered for all purposes as a part of this agreement. Said revised Exhibit C shall set forth opposite each qualified Tract the revised Tract Participation therefor which shall be calculated by using the same factors and formula which were used to arrive at the Tract Participations set out in Exhibit C attached hereto, but applying the same only to the qualified Tracts. Said revised Exhibit C, upon approval by the Supervisor and the Commissioner, shall supersede, effective as of the effective date hereof, the Exhibit C attached hereto.

The Tract Participations shown on Exhibit C attached hereto, or as may be shown on the Revised Exhibit C as above provided, shall govern the allocation of unitized substances on and after the effective date of this Unit Agreement, and until the Tract Participations are revised pursuant to this agreement and such revised Tract Participations are approved by the Supervisor and the Commissioner.

(c) Within Sixty (60) days after the requirements for commencement of Phase II have been met, the Operator will notify the Oil and Gas Department of the New Mexico State Land Office of such conversion to Phase II.

SECTION 15. TRACTS QUALIFIED FOR PARTICIPATION. On and after the effective date hereof, and until expansion as provided in Section 4 hereof, the tracts within the Unit Area which shall be entitled to participation (as provided in Section 14, Tract Participation, hereof) in the production of Unitized Substances shall be composed of the Tracts shown on Exhibit A and listed in Exhibit "B" which qualify as follows:

(a) Each tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties hereto and as to which Royalty or Record Owners owning seventy-five percent (75%) or more of the Royalty or Record Interest therein have become parties hereto.

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties hereto and as to which Royalty or Record Owners owning less than seventy-five percent (75%) of the Royalty and Record Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in such Tract have joined in a request for the qualification of such Tract, and

(ii) Eighty percent (80%) of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of paragraph (a) hereof have voted in favor of qualifying such Tract.

For the purpose of this paragraph (b), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Phase II Participation in all Tracts qualifying under paragraph (a) bears to the total Phase II Participation of all Working Interest Owners in all Tracts qualifying under paragraph (a).

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest therein have become parties hereto, regardless of the percentage of Royalty and Record Interest therein which is committed hereto and, further, as to which:

(i) The Working Interest Owner operating such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for qualification of such Tract and at least eighty-five percent (85%) of such parties have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit, their successors and assigns, against all claims and demands which arise out of the qualification of such Tract which may be made by the owners of Interests in such Tract who are not parties hereto; and

(ii) Eighty percent (80%) of the combined voting interest of

CERTIFICATION - DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 181, et seq., and delegated to the Oil & Gas Supervisor of the Geological Survey (33 F.R. 5812), I do hereby:

A. Approve the attached agreement for the development and operation of the Myers Langlie-Mattix Unit Area, Lea County, New Mexico.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Dated _____

Oil & Gas Supervisor, United States
Geological Survey

Contract Number _____

UNIT AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

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Preamble

Agreement Proper

Working Interest Owners in all Tracts meeting the requirements of paragraphs (a) and (b) have voted in favor of the qualification of such Tract and acceptance of the indemnity agreement.

For the purpose of this paragraph (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Phase II Participation in all Tracts qualifying under paragraphs (a) and (b) bears to the total Phase II Participation of all Working Interest Owners in all Tracts qualifying under paragraphs (a) and (b). Upon the qualification of a Tract, the Unit Participation which would have been attributed to the nonsubscribing owners of the Working Interest in such Tract, had they become parties to this agreement and the Unit Operating Agreement, shall be attributed to the Working Interest Owners in such Tract who have become parties to the indemnity agreement, in proportion to their respective Working Interests in the Tract.

SECTION 16. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, ~~camp~~ and other production or development purposes and for pressure maintenance in accordance with a plan of operation approved by the Supervisor and the Commissioner, or unavoidably lost) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit C. The amount of Unitized Substances so allocated to each tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract), shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

The Unitized Substances allocated to each such Tract shall be distributed among, or accounted for to, the parties executing, consenting to or ratifying this agreement and entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tracts, or in the proceeds thereof, had this agreement not been entered into, and with the same legal force and effect.

No Tract qualified for participation under this agreement shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances from said Tract.

If the Working Interest and/or the Royalty Interest in any Tract is divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the Unitized Substances allocated to such Tract shall, in the absence of a recordable instrument executed by the owners of such interest, furnished to Unit Operator and fixing the divisions of ownership, be divided among the owners of interest in such parcels or portions in proportion to the number of surface acres in each parcel or portion.

The Unitized Substances allocated to each Tract shall be delivered in kind to the parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each of the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unit Area, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto. Subject to Section 18, Royalty Settlement, hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party receiving the same in kind. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation currently as and when produced, Unit Operator, in order to avoid curtailing Unit operations, may sell or otherwise dispose of such production to itself or to others on a day-to-day basis at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned or to a party designated in writing by such Working Interest Owner. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's

share of gas production without first giving such Working Interest Owner sixty (60) days notice of such intended sale.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all Royalty due under the lease or leases covering said Tract, and each such party shall hold each other party hereto harmless against all claims, demands and causes of action for Royalty due under the lease or leases covering said Tract.

SECTION 17. BALANCING OF PRODUCTION. Unit Operator shall make a proper and timely gauge of all lease and other tanks located on each committed Tract in order to ascertain the amount of merchantable oil in such tanks, above the pipeline connection, on the effective date hereof. All such oil which is a part of the prior allowable of the well or wells from which the same was produced shall be and remain the property of the Owners entitled thereto as if this agreement had not been entered into and such Owners shall promptly remove same. Any such oil not so removed may be sold by the Unit Operator for the account of such Owners, subject to payment of all Royalties due under the terms and provisions of the applicable lease or leases and other contracts. All oil which is in excess of the prior allowable for the well or wells from which the same was produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date hereof, any Tract of unitized land is overproduced with respect to the allowable of the well or wells on that Tract and if the amount of such over-production has been sold or otherwise disposed of, such over-production shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof, and the amount thereof charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

SECTION 18. ROYALTY SETTLEMENT. The State of New Mexico and the United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the Unitized Substances produced from any Tract unitized hereunder, shall hereafter be entitled to take in kind their share of the Unitized Substances allocated to such

Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty Interests not taken in kind shall be made by Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under their leases, except that such Royalty shall be computed in accordance with the terms of this Unit Agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all Unitized Substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rate specified in the respective Federal leases or at such lower rate or rates as may be authorized by law or regulation; provided, that for leases on which the royalty rate depends on the daily average oil production per well and/or the average gravity of such oil production and/or the daily average gas production per lease, such average production or average gravity shall be determined in accordance with the operating regulations as though the unitized lands were a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per well or the average pipeline run per well from a Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the production allocated each Tract during such period of time by the number of wells located thereon capable of producing as of the effective date hereof, provided, however, any Tract without a producible well on said effective date shall, for the purposes herein contained, be considered as having one such well thereon.

All Royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective Tract or Tracts qualified hereunder, in lieu of actual production from such Tract or Tracts.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that ratifies this agreement represents and warrants that he is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as his interest appears in Exhibit "B" attached hereto. If the title to a Royalty Interest fails but the lands to which it relates remain subject hereto, the party whose title failed shall not be entitled to share hereunder with respect to such interest.

SECTION 19. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof, due under their leases. Rental for lands of the State of New Mexico subject to this agreement shall be paid at the rate specified in the respective leases from the State of New Mexico. Rental or minimum royalty for lands of the United States of America subject to this agreement shall be paid at the rate specified in the respective leases from the United States of America, unless rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 20. CONSERVATION. Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to Federal and State laws and regulations.

SECTION 21. DRAINAGE. The Unit Operator shall take such measures as the Supervisor or the Commissioner deems appropriate and adequate to prevent drainage of the Unitized Substances from the Unitized Lands by wells on land not subject to this agreement.

SECTION 22. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases and other contracts relating to exploration, drilling, development or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner,

respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change, or revoke the drilling, producing, rental, minimum royalty and royalty requirement of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement.

Without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every separately owned Tract committed to this agreement, regardless of whether there is any development of any particular Tract of the Unitized Land.

(b) Drilling and producing operations performed hereunder upon any Tract of Unitized Land will be accepted and deemed to be performed upon and for the benefit of each and every Tract of Unitized Land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all Unitized Lands pursuant to direction or consent of the Commissioner and the Supervisor shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of Unitized Land. A suspension of drilling or producing operations on specified lands shall be applicable only to such lands.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for Unitized Substances, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement, as to the land committed so long as such lease remains subject hereto.

(e) Any Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto.

(f) Any lease embracing lands of the State of New Mexico which is made subject to this agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

(g) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such lease shall apply separately as to such segregated portions commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease (whether within or without the Unit Area), if oil or gas are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced therein, any such lease shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of Unitized Substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as Unitized Substances are produced in paying quantities from any portion of said lands.

(h) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Sec. 17(j) of the Mineral Leasing Act as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; provided, however, that any such lease as to the nonunitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

SECTION 23. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interests until this agreement terminates, and any grant, transfer, or conveyance of interest

in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any Working Interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any Royalty Interest shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic or certified copy of the instrument of transfer.

SECTION 24. EFFECTIVE DATE AND TERM. This agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective as of the first day of the calendar month next following:

(a) The execution or ratification of this agreement and the Unit Operating Agreement by Working Interest Owners owning tracts with a combined Phase II Unit Participation of at least eighty-five percent (85%), and the execution or ratification of this agreement by Royalty and Record Owners owning interests in tracts having a combined interest of at least sixty-five percent (65%) of the Royalty and Record Interest in the Unit Area, calculated on the basis of Phase II Unit Participation; and

(b) The approval of this agreement by the Commissioner, the Supervisor, and the Commission;

(c) If (a) and (b) above are not accomplished on or before January 1, 1974, this agreement shall ipso facto expire on said date (hereinafter called "expiration date") and thereafter be of no further force or effect, unless prior thereto this agreement has been executed or ratified by Working Interest Owners owning tracts with a combined Phase II Unit Participation of at least eighty percent (80%), and the Working Interest Owners owning tracts with a combined Phase II Unit Participation of at least sixty-five percent (65%) committed to this agreement have decided to extend said expiration date for a period not to exceed six (6) months (hereinafter called "extended expiration date"). If said expiration date is so extended and (a) and (b) are not accomplished on or before said extended expiration date, this agreement shall ipso facto expire on said extended expiration date and thereafter be of no further force and effect.

Unit Operator shall file at least one counter part of this agreement for record in the office of the County Clerk of Lea County, New Mexico. Within thirty (30) days after the effective date of this agreement, Unit Operator shall file for record in each office where a counterpart of this agreement is recorded, a certificate to the effect that this agreement has become effective according to its terms and stating further the effective date.

The term of this agreement shall be for and during the time that Unitized Substances are or can be produced in quantities sufficient to repay the cost of producing same from the Unitized Land and should production cease so long thereafter as drilling, reworking or other operations to restore production (including secondary recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days, and should production be restored so long thereafter as such Unitized Substances can be produced as aforesaid.

This agreement may be terminated at any time with the approval of the Commissioner and the Supervisor by Working Interest Owners owning tracts with a combined Phase II Unit Participation of at least seventy five percent (75%). Notice of any such termination shall be given by Unit Operator to all parties hereto.

Upon termination of this agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts.

If not otherwise covered by the leases unitized under this agreement, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after termination of this agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations.

SECTION 25. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State statute. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and to alter or modify the quantity and rate of production under this Agreement, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served

thereby to be stated in the order of alteration or modification; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this Section vested in the Director and Commissioner shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice.

SECTION 26. NONDISCRIMINATION. In connection with the performance of work under this agreement, the Unit Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive, of Executive Order 11246 (30 F.R. 12319), which are hereby incorporated by reference in this agreement.

SECTION 27. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner, the Department, and the Commission, and to appeal from any order issued under the rules and regulations of the Commissioner, the Department, or the Commission, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Commissioner, the Department, or the Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 28. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 29. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the

right to assert any legal or constitutional right or defense as to the validity or invalidity of any Federal or State law or rule or regulation issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

SECTION 30. WAIVER OF RIGHTS TO PARTITION. Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

SECTION 31. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue secondary recovery operations or to operate on or produce Unitized Substances from any of the lands covered by this agreement shall be suspended while, but only so long as the Unit Operator despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or municipal law or agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not. Nothing herein shall be construed to require Unit Operator, against its will, to settle strikes.

SECTION 32. LOSS OF TITLE. In the event title to any tract of unitized land shall fail so as to render the Tract not subject to this agreement and the true owner cannot be induced to join this Agreement, such Tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. If a Tract ceases to be subject to this agreement because of the failure of title, Unit Operator, subject to Section 14, Tract Participation, hereof, shall recompute the Tract Participation of each of the Tracts remaining qualified for participation and shall revise Exhibit "C" accordingly. The revised exhibit shall be effective as of the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of the failure of title shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains qualified, the parties whose title failed shall not be entitled to share hereunder with respect to such interest. In the

event of a title dispute as to any Royalty, Working Interest or other interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State or Federal land or leases, no payments of funds due the State of New Mexico or the United States of America shall be withheld, but such funds shall be deposited as directed by the Commissioner or the Supervisor (as the case may be), to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

SECTION 33. JOINDER IN DUAL CAPACITY. Execution as herein provided by any party either as a Working Interest Owner or as a Royalty Owner shall commit all interests that may be owned or controlled by such party not specifically excluded by the terms of the joinder instrument, provided said party also executes the Unit Operating Agreement as owner of a Working Interest.

SECTION 34. NONJOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a qualified Tract fails or refuses to subscribe or consent to this agreement, the owner of the Working Interest in that Tract may withdraw said Tract from this agreement by written notice to the Supervisor, the Commissioner and the Unit Operator prior to the approval of this agreement by the Supervisor and the Commissioner. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this agreement.

Any oil or gas interest in the Unitized Formation not committed hereto prior to the effective date of this agreement may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 15 (Tracts Qualified For Participation) hereof, at any time during a period of six months after the effective date of this agreement on the same basis of participation as provided in said Section 15, by the owner or owners thereof subscribing, ratifying, or consenting in writing to

this agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that after such six months the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning tracts with Phase II Participation of at least eighty percent (80%) and approval of the Supervisor and the Commissioner, provided that the Tract participation of each previously qualified Tract shall remain in the same ratio one to the other. Such joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this agreement and the Unit Operating Agreement. Such joinder by a Royalty Owner must be evidenced by his execution or ratification of this agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such Royalty Owner.

Except as may be otherwise herein provided, subsequent joinder to this agreement shall be effective the first day of the month following the filing with the Commissioner and the Supervisor of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this agreement, unless objection to such joinder by the Commissioner or the Supervisor is duly made within sixty (60) days after such filing; provided, however, that as to State lands such subsequent joinder must be approved by the Commissioner.

It is expressly agreed by the parties hereto that the provisions of this Section 34 are made subject to the provisions of Section 15 hereinabove set forth and nothing contained herein shall be construed in contravention or derogation thereof.

SECTION 35. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those 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, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the land within the above described Unit Area.

SECTION 36. TAXES. The Working Interest Owners shall render and pay or cause to be rendered and paid for their account and the account of the Royalty Owners all valid taxes on or measured by the amount or value of the Unitized Substances produced, gathered and sold from the land subject to this agreement. The Working Interest Owners in each Tract may charge the proper proportion of said taxes to the Royalty Owners having interests in said Tract, and may currently retain and deduct sufficient of the Unitized Substances or derivative products, or net proceeds thereof, from the allocated share of each Royalty Owner to secure reimbursement for the taxes so paid. No taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee to pay such taxes.

In order to avoid title failures which might incidentally cause the title to a Working Interest or Royalty Interest to fail, the owners of (1) the surface rights to each committed Tract, (2) severed mineral or Royalty Interest in said Tracts and (3) improvements located in said Tracts not utilized for Unit operations shall individually be responsible for the rendition and assessment, for ad valorem tax purposes, of all such property, and for the payment of such taxes, except as otherwise provided in any contract or agreement between such owners and a Working Interest Owner or Owners. If any ad valorem taxes are not paid by such owner responsible therefor when due, Unit Operator may, at any time prior to tax sale, pay the same, redeem such property and discharge such tax liens as may arise through non-payment. In the event Unit Operator makes any such payment or redeems any such property from tax sale, Unit Operator shall be reimbursed therefor by the Working Interest Owners in proportion to their respective Unit Participations then in effect, and Unit Operator shall withhold from any proceeds derived from the sale of Unitized Substances otherwise due to said delinquent taxpayer or taxpayers an amount sufficient to defray the costs of such payment or redemption, such withholding to be distributed among the Working Interest Owners in proportion to their respective contributions toward such payment or redemption. Such withholding shall be without prejudice to any other remedy, either at law or in equity, which may be available for exercise by the Unit Operator or by the Working Interest Owners.

SECTION 37. CONFLICT OF SUPERVISION. Neither the Unit Operator nor the Working Interest Owner, nor any of them, shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provisions thereof to the extent that the said Unit Operator or the Working Interest Owners, or any of them, are hindered, delayed or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or things concerning which it is required herein that such concurrence be obtained. The parties hereto, including the Commission, agree that all powers and authority which by any provisions of this agreement are vested in the Commission shall be exercised by it pursuant to the provisions of the laws of the State of New Mexico and subject in any case to appeal or judicial review as may now or hereafter be provided by the laws of the State of New Mexico.

SECTION 38. NO PARTNERSHIP. The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

SECTION 39. NO SHARING OF MARKET. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly for any cooperative refining, joint sale, or marketing of Unitized Substances.

SECTION 40. BORDER AGREEMENTS. Unit Operator, with concurrence of Working Interest Owners having a combined Phase II Unit Participation of sixty five percent (65%) or more, may, subject to approval of the Supervisor, enter into a border-protection agreement or agreements with the Working Interest Owners of lands not subject hereto, when said agreements provide for operations designed to increase ultimate recovery, conserve

natural resources, and protect the parties and their interests.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

ATTEST:

SKELLY OIL COMPANY

Assistant Secretary

By: _____
Vice President

Date: _____

UNIT OPERATOR

NON-OPERATORS

STATE OF NEW MEXICO)
) SS
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____, Vice President for SKELLY OIL COMPANY, on behalf of said company.

My Commission Expires:

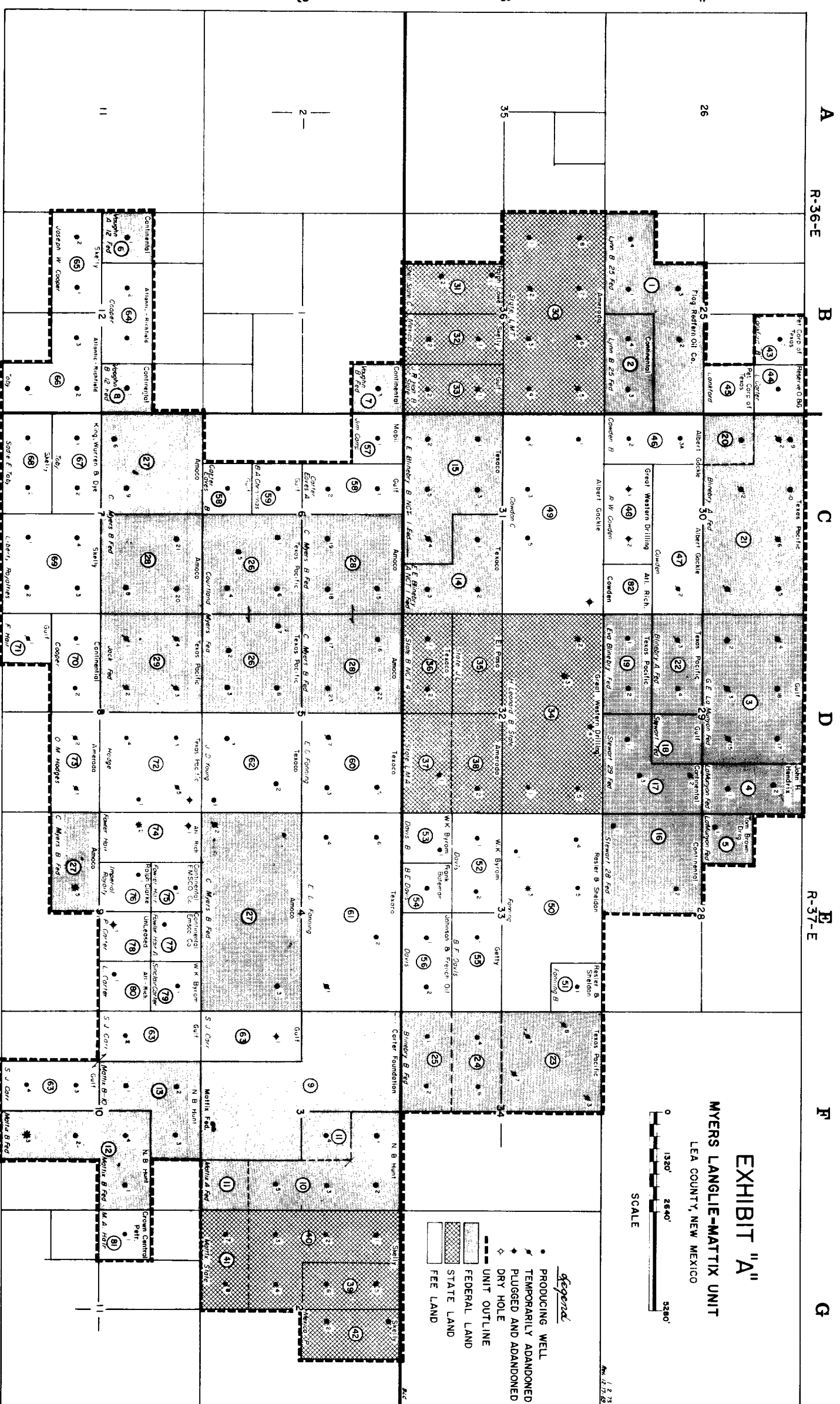
Notary Public

EXHIBIT "A"
MYERS LANGLE-MATTIX UNIT
LEA COUNTY, NEW MEXICO



SCALE

- Legend*
- PRODUCING WELL
 - TEMPORARILY ABANDONED
 - PLUGGED AND ABANDONED
 - ◊ DRY HOLE
 - UNIT OUTLINE
 - STATE LAND
 - FEDERAL LAND
 - FREE LAND



MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

K E Y

<u>Tract</u> <u>No.</u>	<u>Location</u>	<u>Tract</u> <u>No.</u>	<u>Location</u>	<u>Tract</u> <u>No.</u>	<u>Location</u>
1	B-4	28	C-1, C-2 & D-2	55	E-3
2	B-4	29	D-1	56	E-3
3	D-4	30	B-3	57	C-2
4	D-4	31	B-3	58	C-2
5	D-4	32	B-3	59	C-2
6	B-1	33	B-3	60	D-2
7	B-2	34	D-3	61	E-2
8	B-1	35	D-3	62	D-2
9	F-2	36	D-3	63	F-1 & F-2
10	F-2	37	D-3	64	B-1
11	F-2	38	D-3	65	B-1
12	F-1	39	G-2	66	B-1
13	F-1	40	G-2	67	C-1
14	C-3	41	G-2	68	C-1
15	C-3	42	G-2	69	C-1
16	E-4	43	B-4	70	D-1
17	D-4	44	B-4	71	D-1
18	D-4	45	B-4	72	D-1
19	D-4	46	C-4	73	D-1
20	C-4	47	C-4	74	E-1
21	C-4	48	C-4	75	E-1
22	D-4	49	C-3	76	E-1
23	F-3	50	E-3	77	E-1
24	F-3	51	E-3	78	E-1
25	F-3	52	E-3	79	E-1
26	C-2 & D-2	53	E-3	80	E-1
27	C-1, E-1 & E-2	54	E-3	81	G-1
				82	C-4

EXHIBIT "B"
UNIT AGREEMENT
MYERS LANGLE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record And Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
1	<u>T23S - R36E</u> Sec. 25: N/2 SE/4; E/2 SW/4 & SW/4 SW/4	200.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	Continental Oil Company - 1.25000% Chevron Oil Company 1.25000% Atlantic Richfield Company- 1.25000% Amoco Production Company - 1.25000% Ben Redman - 2.50000%	Flag-Redfern Oil Co. 100%
2	<u>T23S - R36E</u> Sec. 25: S/2 SE/4	80.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	None	Atlantic Richfield Company 25.00000% Chevron Oil Company 25.00000% Continental Oil Company 25.00000% Amoco Production Company 25.00000%
3	<u>T23S - R37E</u> Sec. 29: NW/4 & W/2 NE/4	240.00	LC-030187 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Shattuck School - 0.05626% New Mexico Boys Ranch, Inc. 0.05626% Regents, University of New Mexico - 0.05626% Marie Jan Devoss - 0.28120% Ormett D. White - 0.09375%	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
3	Cont'd					Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee- 0.09375% Myrtle M. Olson - 0.09375%	
4	T23S - R37E Sec. 29: E/2 NE/4	80.00	LC-030187 H.B.P.	USA - All Step Scale 12.5%	James W. Rasmussen - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Shattuck School - 0.05626% New Mexico Boys Ranch, Inc. - 0.05626% Regents University of New Mexico-0.05626% Marie Jane Devoss - 0.28120% Emmett D. White - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee-0.09375% Gulf Oil Corporation - See Attach. #1 - Tract 4 Myrtle M. Olson - 0.09375%	John H. Hendrix - 45.00000% Michael L. Klein - 45.00000% Audrey Kenyon - 10.00000%

Tract	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
5	T23S - R37E Sec. 28: SW/4 NW/4	40.00	LC-030187 H.B.P.	USA - All Step Scale 12.5%	Gulf Oil Corporation 100%	Sabine Royalty Corporation 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Shattuck School - 0.05626% New Mexico Boys Ranch, Inc. - 0.05626% Regents University of New Mexico-0.05626% Marie Jane Devoss - 0.26120% Emmett D. White - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee-0.09375% Gulf Oil Corporation - See Attach. #1 - Tract 5 Myrtle M. Olson - 0.09375%	Tom Brown Drilling Company - 18.75000% O. A. Bourg Drilling Company - 6.25000% R. DeChicchis Estate - 25.00000% Elder Estate - 50.00000%
6	T24S - R36E Sec. 12: SW/4 NW/4	40.00	LC-030467(a) H.B.P.	USA - All Schedule C	Estate of Daniel Vaughan deceased 100%	See Attachment No. 1 - Tract 6	Atlantic Richfield Company - 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
7	T24S - R36E Sec. 1: Lot 1	39.98	LC-030467(b) H.B.P.	USA - All Schedule D 12.5%	Estate of Daniel Vaughan, deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill - 1.25000%	Atlantic Richfield Company - 25.00000% Chevron Oil Company 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%
8	T24S - R36E Sec. 12: SE/4 NE/4	40.00	LC-030467(b) H.B.P.	USA - All Schedule D	Estate of Daniel Vaughan, deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill-1.25000%	Atlantic Richfield Company - 25.00000% Chevron Oil Company 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%
9	T24S - R37E Sec. 3: Lots 3 & 4 S/2 NW/4, E/2 SW/4, W/2 SE/4	319.01	LC-032339(a) H.B.P.	USA - All Schedule C	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Edith Huff Vesely - .16667% Lucretia E. Conlon - 1.08333% Jeanne E. Reeves - .50000% Ray E. Hubbard - .62500% C. E. Hubbard - .62500% W. W. Lechner - .62500% Lulu Snively Rush - .31250% Boyce Rush Galtger - .15625% Ruth Bush Bishop - .15625% North Central Texas Oil Co. - .62500% Roger B. Owings - .12500% Mrs. Annie May Kavanaugh, Admx., of Estate of E. E. Jack, Dec. 2.50000%	Carter Foundation Production Company - 100%
10	T24S - R37E Sec. 3: Lots 1 & 2 SE/4 NE/4, NE/4 SE/4	158.87	LC-032339(a) H.B.P.	USA - All Schedule C 12.5%	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lucille R. Jack - 0.51750% Annie May Kavanaugh - 0.54625%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
10	Cont'd.					W. M. Beauchamp, Gdn. of Est. of William Howard Jack - 0.51750% Mack Easley - 0.05750% John Quinn - 0.05750% Dorothy Beaty Mitchell - 0.03593% Virginia Mitchell Lee - 0.00719% Charles S. Mitchell - 0.00719% Dorothy Mitchell Latady - 0.00719% The Catholic Church Extension Society of the U.S.A. - 0.46000% Howard Bradley Jack - 0.02875% J. H. Daws - 0.05750%	
11	T24S - R37E Sec. 3: SW/4 NE/4, SE/4 SE/4	80.00	LC-032339(a)	USA - All Schedule C	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lucille R. Jack - 0.51750% Annie May Kavanaugh - 0.54625% W. M. Beauchamp, Gdn. of Est. of William Howard Jack - 0.51750% Mack Easley - 0.05750% John Quinn - 0.05750% Dorothy Beaty Mitchell - 0.03593% Virginia Mitchell Lee - 0.00719% Charles S. Mitchell - 0.00719% Dorothy Mitchell Latady - 0.00719% The Catholic Church Extension Society of the U.S.A. - 0.46000%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
11	Cont'd.					Howard Bradley Jack - 0.02875% J. H. Daws - 0.05750%	
12	<u>T24S - R37E</u> Sec. 10: S/2 NE/4, W/2 SE/4	160.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	None	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
13	<u>T24S - R37E</u> Sec. 10: E/2 NW/4, NW/4 NE/4	120.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lula S. Rush - 8.20310% Kathryn H. Holland - 5.46870% Boyce Rush Davis - 4.10160% Ruth Rush Weaver - 4.10160%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
14	<u>T23S - R37E</u> Sec. 31: N/2 SE/4 SE/4 SE/4	120.00	LC-032545(a) H.B.P.	USA - All Schedule C	Texaco Inc. - 100%	Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% Marshall & Winston Inc. - 0.75000% W. C. Stroube - 0.50000% John M. Loffland, Jr. - 0.75000% Albuquerque Nat'l. Bank, Tst. of Tr. of Frank A. Andrews - 0.46295% Marlee I. Kyte - 0.50000% Selma E. Andrews, Agency #1335 - 0.53705% David Bond Kyte - 0.25000% Bank of Cal., NA Tst. under Declaration of Tst. dated Dec. 23, 1958 - 0.25000% Lillian H. Coll, Indv. & as Exrx. & Tst. U/W of M. W. Coll - 1.00000%	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
15	<u>T23S - R37E</u> Sec. 31: Lots 3 & 4, E/2 SW/4, SW/4 SE/4	195.96	LC-032545(b) H.B.P.	USA - All Schedule D	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
16	<u>T23S - R37E</u> Sec. 28: SW/4	160.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Shattuck School - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% Emmett D. White - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/W of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1-Tract 16 Myrtle M. Olson - 0.09373%	Continental Oil Company - 100.00000%
17	<u>T23S - R37E</u> Sec. 29: S/2 SE/4, NE/4 SE/4	120.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500%	Continental Oil Company - 66.66666% T. J. Stivley - 33.33334%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty	Working Interest
						Owner and Percentage	Owner and Percentage
17	Cont'd.					Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Shattuck School - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% Emmett D. White - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/W of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1-Tract 17 Myrtle M. Olson - 0.09373%	
18	T23S - R37E Sec. 29: NW/4 SE/4	40.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston, Inc. - 0.12500% Elks National Foundation - 0.05620% Boys Club of America - 0.05620% Shattuck School - 0.05630% New Mexico Boys' Ranch, Inc. - 0.05630% Regents University of New Mexico - 0.05620%	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	(Overriding Royalty Owner and Percentage)	Working Interest Owner and Percentage
18 Cont'd.						Maybelle K. Stewart - 0.28130% Emmett D. White - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Partick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Myrtle M. Olson - 0.09375%	
19	<u>T235 - R37E</u> Sec. 29: S/2 SW/4	99.00	LC-060824 H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Texas Pacific Oil Company - Tst. for Frank A. Andrews 58.33334% decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Trustee - 0.25000% Lillian H. Coll, Indv. & as Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 1.00000% Texaco Inc. - sliding scale See Attach. #1-Tract 19	Allied Chemical Corporation- 41.66666%
20	<u>T235 - R37E</u> Sec. 30: Lot 2	37.85	LC-060825(a) H.B.P.	USA - All Schedule C 12.5%	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Tst. of Frank A. Andrews, decd. - 0.46295%	Texas Pacific Oil Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Tessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
20	Cont'd.					Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% W. C. Stroube - 0.50000% Texaco Inc. - 12.50000%	
21	T23S - R37E Sec. 30: Lot 1, E/2 NW/4, NE/4	277.81	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Tst. of Frank A. Andrews, decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000%	Texas Pacific Oil Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
21	Cont'd.						
22	<u>T23S - R37E</u> Sec. 29: N/2 SW/4	80.00	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Tst. of Frank A. Andrews, decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% W. C. Stroube - 0.50000% Texaco Inc. - sliding scale See Attach. #1-Tract 22	Texas Pacific Oil Company - 100.00000%
23	<u>T23S - R37E</u> Sec. 34: NW/4	160.00	LC-060825(b) H.B.P.	USA - All Schedule D 12.5%	Texas Pacific Oil Company 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Company - 100.00000%
24	<u>T23S - R37E</u> Sec. 34: N/2 SW/4	80.00	LC-060825(b) H.B.P.	USA - All Schedule D	Texas Pacific Oil Company 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
25	<u>T23S - R37E</u> Sec. 34: S/2 SW/4	80.00	LC-065722 H.B.P.	USA - All Schedule D	Texas Pacific Oil Company 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Company - 50.00000% Atlantic Richfield Company - 50.00000%
26	<u>T24S - R37E</u> Sec. 5: SW/4 Sec. 6: SE/4	320.00	NM-7488 H.B.P.	USA - All Schedule D 12.5%	Texas Pacific Oil Company 100%	None	Texas Pacific Oil Company - 100.00000%
27	<u>T24S - R37E</u> Sec. 4: S/2 Sec. 7: Lots 1 & 2, E/2 NW/4 Sec. 9: N/2 SW/4	556.23	NM-7488 H.B.P.	USA - All Schedule D	Amoco Production Company 100%	None	Amoco Production Company - 100.00000%
28	<u>T24S - R37E</u> Sec. 5: Lots 3 & 4, S/2 NW/4 Sec. 6: Lots 1 & 2, S/2 NE/4 Sec. 7: NE/4	477.96	NM-7488 H.B.P.	USA - All Schedule D 12.5%	Amoco Production Company 100%	None	Amoco Production Company - 100.00000%
29	<u>T24S - R37E</u> Sec. 8: NW/4	160.00	NM-0321613 H.B.P.	USA - All Schedule D 12.5%	Texas Pacific Oil Company 100%	Atlantic Richfield Company - 0.62500% W. M. Beauchamp, Gdn. of Est. of William Howard Jack - 0.56250% Continental Oil Company - 0.62500% J. H. Daws - 0.06250% Mack Easley - 0.06250% John Quinn - 0.06250% Lucille R. Jack - 0.56250%	Texas Pacific Oil Company - 30.00000% Herbert J. Schmitz - 20.00000% Frank D. Lortseher - 25.00000% Arlene S. Anthony - 8.33334% Charles T. Scott, Jr. - 8.33333% Robert C. Scott - 8.33333%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
29 Cont'd.						Charles S. Mitchell - 0.06250% Amoco Production Company - 0.62500% Chevron Oil Company 0.62500% Catholic Church Extension Society - 0.50000% Annie May Kavanaugh - 0.59375% Howard Bradley Jack - 0.03125%	

Twenty-nine (29) Federal Tracts Totaling 4,543.67 Acres - 45.78614% of Unit Area

STATE LANDS

30	<u>T23S - R36E</u> Sec. 36: N/2	320.00	B-1431-3 Dec. 5, 1932 H.B.P.	State of New Mexico-A11	Amerada Hess Corporation- 100%	None	Amerada Hess Corporation - 100.00000%
31	<u>T23S - R36E</u> Sec. 36: E/2 SW/4	80.00	B-1167-9 B-1167-10 Sept. 6, 1932 H.B.P.	State of New Mexico-A11	Est. of Ralph Lowe - 100%	Shell Canadian Exploration Company - 6.25000% T. J. Brown, Ind. Exec. of Est. of Romualdo DeChiclis - 4.06250%	Est. of Ralph Lowe - 100.00000%
32	<u>T23S - R36E</u> Sec. 36: W/2 SE/4	80.00	B-7776 Sep. 10, 1938 H.B.P.	State of New Mexico-A11	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
33	<u>T23S - R36E</u> Sec. 36: E/2 SE/4	80.00	B-243-1 Sep. 10, 1931 H.B.P.	State of New Mexico-A11	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
34	<u>T23S - R36E</u> Sec. 32: N/2	320.00	B-1732 Feb. 28, 1933 H.B.P.	State of New Mexico-A11	Gulf Oil Corporation - 100%	Gulf Oil Corporation - 6.25000%	Great Western Drilling - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
43	T23S - R36E Sec. 25: NW/4 NE/4	40.00	Nov. 28, 1948	Atlantic Rich- field Co. - 5.85938% Olive Bell - 0.19531% Mark Campbell - 0.39063% C. H. Crier - 0.19531% Central Bank & Tr. Des Moines, Gdn. of Est. of Mrs. Frank F. Faulk - 0.19531% Fluor Corporation - 3.12500% Ima Hays - 1.56250% W. C. Hentzler - 0.04883% G. Jinkins - 1.56250% Nina O. Lankford - 1.56250% Arne S. Maki - 0.19531% J. Hiram Moore - 0.04882% Fannie McIntire - 0.02442% Mary Margaret Parr - 0.02442%	<u>FEE LANDS</u> Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 50.00000% Reserve Oil & Gas Company - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
43	Cont'd.			Tenie Stroll - 0.04833% F. R. Warn Est. - 0.19531% Annabel & R. R. Wlningham - 1.56250%			
44	<u>T23S - R36E</u> Sec. 25: NE/4 NE/4	40.00	May 1, 1930	Lee Carter - 8.33333% Anderson Carter- 1.04167% Powhatan Carter, Jr. - 1.04167% Effie Carter - 2.08333%	Shell Petroleum Corp. - 100%	Gulf Oil Corporation - sliding scale* Shell Canadian Exploration Company - sliding scale* *See Attach. #1-Tract 44	Reserve Oil & Gas Company - 50.00000% Mrs. V. M. Donnelly - 50.00000%
45	<u>T23S - R36E</u> Sec. 25: SE/4 NE/4	40.00	Nov. 28, 1948	Atlantic Richfield Co. - 5.85938% Olive Bell - 0.13021% Mark Campbell - 0.19531% J. E. Clark - 0.13021% Rosa B. Crew - 0.13021% C. H. Crier - 0.06511% Chas. A. Dore - 1.25000% Geo. R. Dunsath - 0.06510% Central Nat'l. Bank & Tr., Des Moines, Iowa, Gdn. of Est. of Mrs. Frank F. Paulk-0.06510% Henry A. Felt - 0.09765%	Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 25.00000% Reserve Oil & Gas Company - 25.00000% Superior Oil Company - 31.00000% Chas. A. Dore - 10.00000% W. A. Pruett - 5.00000% F. D. & Lillian B. Jones - 4.00000%

Exhibit "B"
Myers Langlie-Mattix Unit
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
45 Cont'd.				Fluor Corporation- 3.12500%			
				Edward A. Gould - 0.13021%			
				Ima Hays - 0.52083%			
				First Nat'l. Bank of Oregon, A/C J. A. Haynes-0.03255%			
				Frank Haynes-0.16276%			
				Frank Haynes, Cdn. for J. R. Haynes - 0.13021%			
				W. C. Hentzler-0.01628%			
				G. M. Jinkins-0.52083%			
				F. D. & Lillian B Jones-0.50000%			
				Rose Kendall & Richard W. Kendall, Exec. of Est. of William J. Kendall, dec.-0.09765%			
				Nina O. Lankford - 1.56250%			
				Arne S. Maki-0.06511%			
				J. Hiram Moore-0.01628%			
				Fannie McIntire-0.00814%			
				Mary Margaret Parr - 0.00814%			
				W. A. Pruett-0.62500%			
				Mary Lee S. Reese - 0.03906%			
				Virginia Lee Saunders - 0.13021%			
				Woodlam Perry Saunders- 0.03906%			
				George P. Senner-0.06510%			
				Mrs. S. S. Stinson - 1.04167%			
				Jenie Stroll - 0.01628%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
45 Cont'd.				Superior Oil Co.- 3.87500% F. R. Warr Est. - 0.19531% W. Verde Watson - 0.05208% Annabel & R. R. Winningham - 0.52083%			
46	<u>T23S - R37E</u> Sec. 30: Lots 3 & 4	75.78		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.46875% James R. Bates- 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates-1.64062% Warren J. Bates - 0.46875% Edwin G. Bradley 0.19531% Don Cowden-0.09766% Jewell Morrow Cowden, Estrix, of Est. of Felix Miller Cowden, decd. - 0.09766% Mary Cowden - 0.09766% William Leo Cowden - 0.19531% Catherine L. Dumsaese Relch - 3.51563% Linda L. Hammond - 0.09766%		Mobil Oil Corporation - 3.12500% General Crude Oil Company 3.12500%	Clay Trusts #618-1, 2 & 3 - 23.33333% Margaret B. Clay - 26.66667% George R. Bentley - 3.33333% Merchants Nat'l. Bank of Terre Haute, Ind. for John M. Bentley, decd. - 3.33333% Management Trust Company - 10.00000% Gackle Oil Company - 3.33334%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46 Cont'd.							
				Martha Watkins Harris-0.06510%			
				Ima Hays-0.09766%			
				G. M. Jenkins - 0.19531%			
				Reginald H. Johnson Charles G. Schlirmer, John D. Woodfin, Jr. Tenants & Tsts. for Brewster Trust - 0.78125%			
				R. E. King-0.29297%			
				Mozelle Klues-0.19531%			
				Helen Magruder Kolliker-0.14648%			
				Mrs. Clyde W. Miller- 0.06510%			
				Fluor Corporation - 1.56250%			
				Fort Worth Nat'l. Bank, Tst. for Roy S. Magruder (Trust 1059)- 0.14648%			
				Myrtis Dean Watkins- 0.06510%			
				Annabel Wunningham- 0.09766%			
				Elizabeth Woolworth- 0.26042%			
				May Woolworth- 0.32552%			
				First Nat'l. Bank of Roswell, Tst. Under Allie M. Lee Tr. of 1/1/66-0.29297%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46	Cont'd.			Shriners Hospital for Crippled Childred - 0.09766%			
47	T23S - R37E Sec. 30: N/2 SE/4, NE/4 SW/4	120.00		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.46875% James Ray Bates - 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates-1.64062% Warren J. Bates - 0.46875% Edwin G. Bradley - 0.19531% Don Cowden-0.09766% Jewell Morrow Cowden, Extr. of Est. of Felix Miller Cowden, decd.-0.09766% Mary Cowden-0.09766% William Leo Cowden - 0.19531% Catherine L. Dumraese Reich - 3.51563% Linda L. Hammond - 0.09766% Martha Watkins Harris - 0.06510% Ima Hays - 0.09766% C. M. Jenkins - 0.19531% Reginald H. Johnson, Charles G. Schlmer, John D. Woodfin, as Jt. Tenants & Tsts. for Brewster Trust- 0.78125%	J. C. Maxwell - 3.12500% J. E. Simmons - 3.12500%	Clay Trusts #618-1, 2 & 3 - 14.16667% Margaret B. Clay - 14.16667% W. J. Clay - 28.33333% Management Trust Company - 10.00000% Gackle Oil Company - 33.33333%	

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage	
47	Cont'd.			R. E. King - 0.29297% Mozelle Kluss - 0.19531% Helen Magruder Kolliker - 0.14648% Mrs. Clyde W. Miller - 0.06510% Fluor Corporation - 1.56250% Fort Worth Nat'l. Bank, Tst. for Roy S. Magruder (Trust 1059) - 0.14648% Myrtis Dean Watkins - 0.06510% Annabel Winningham - 0.09766% Elizabeth Woolworth - 0.26042% May Woolworth - 0.32552% First Nat'l. Bank of Roswell, Tst. Under Allie M. Lee Trust of 1/1/66 - 0.29297% Shriners Hosp. for Crippled Children - 0.09766%				
48	T23S - R37E Sec. 30: SE/4 SW/4, SW/4 SE/4	80.00	Nov. 25, 1927	Chas. T. Bates, Herbert Herff - 100% Jr. - 0.46875% James Ray Bates - 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates - 1.64062%			None	
							Great Western Drilling Co. - 100.00000%	

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage	
48	Cont'd.			Warren J. Bates- 0.46875% Edwin G. Bradley- 0.19531% Don Cowden-0.09766% Jewell Morrow Cowden, Extr. of Est. of Felix Miller Cowden, decd. - 0.09766% Mary Cowden-0.09766% William Leo Cowden - 0.19531% Catherine L. Dumraese Reich - 3.51563% Linda L. Hammond - 0.09766% Martha Watkins Harris- 0.06510% Ima Hays-0.09766% G. M. Jenkins-0.19531% Reginald H. Johnson, Charles G. Schlmer, John D. Woodfin, as Jt. Tenants and Tsts. For Brewster Trust - 0.78125% R. E. King-0.29297% Mozelle Kluss-0.19531% Helen Magruder Kollker- 0.14648% Mrs. Clyde W. Miller- 0.06510% Fluor Corporation - 1.56250% Fort Worth Nat'l. Bank, Tst.-0.14648%				

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
48	Cont'd.			Myrtle Dean Watkins-0.06510% Annabel Wingham- 0.09766% Elizabeth Woolworth- 0.26042% May Woolworth - 0.32552% First Nat'l. Bank of Roswell, Trustee-0.29297% Shriners Hospital for Crippled Children - 0.09766%			
49	T23S - R37E Sec. 31: Lots 1 & 2, E/2 NW/4, NE/4	315.88		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.33854% James Ray Bates- 0.33854% K. C. Bates - 0.33854% Theodocia C. Bates- 1.18490% Warren J. Bates- 0.33854% Edwin G. Bradley- 0.19531% Don Cowden - 0.09766% Jewell Morrow Cowden, Estr. of Est. of Felix Miller Cowden, decd.-0.09766% Mary Cowden-0.09766% William Leo Cowden- 0.19531% Catherine L. Dumraese Reich-2.53906%		See Attachment No. 1 - Tract 49	Cities Service Oil Company- 25.00000% Reserve Oil & Gas Company - 3.12500% Fluor Corporation - 3.12500% Clay Trusts #618-1, 2 & 3 - 19.47917% Margaret B. Clay-19.47917% Management Trust Company - 6.87500% Gackle Oil Company - 22.91666%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
49	Cont'd.						
				Linda L. Hammond - 0.09766%			
				Martha Watkins Harris - 0.06510%			
				Ima Hays - 0.09766%			
				G. M. Jenkins - 0.19531%			
				Reginald H. Johnson, Charles G. Schirmer, John D. Woodfin, as Jt. Tenants & Tsts. For Brewster Trust - 0.78125%			
				R. E. King-0.29297%			
				Mozelle Kluss-0.19531%			
				Helen Magruder Kolliker- 0.14648%			
				Mrs. Clyde W. Miller- 0.06510%			
				Fluor Corporation - 0.39063%			
				Fort Worth Nat'l. Bank, Tst. for Roy S. Magruder (Trust 1059)- 0.14648%			
				Myrtis Dean Watkins - 0.06510%			
				Annabel Winningham - 0.09766%			
				Elizabeth Woolworth - 0.26042%			
				May Woolworth-0.32552%			
				First Nat'l. Bank of Roswell, Tst. under Allie M. Lee Trust of 1/1/66-0.29297%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
49 Cont'd.							
223S - N37E Sec. 33: NW/4, W/2 NE/4, SE/4 NE/4	280.00	Sept. 27, 1933	Mary M. Sivalis Resler & Sheldon - 100% Combs-0.52085% Gordon M. Cone- 1.04170% Betty Rae Sivalis Davis-0.52085% Mary Ann Deen- 0.05780% Edith E. Davis Fanning-5.20840% Alan Isern - 0.11610% Carolyn Isern - 0.11610 E. D. Isern - 0.23120% Edward Isern, Jr.- 0.05780% Marian Isern - 0.11560% Mabee Royalties, Inc.-2.34380% Bonnie H. Morrison 0.34690% North Central Oil Corp.-1.04170% W. A. Yeager & J. M. Armstrong - 0.78120%	Shriners Hospital for Crippled Children- 0.09766% Cities Service Oil Company-3.12500%	Gulf Oil Corporation - 6.25000%	Resler & Sheldon - 100.00000%	

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
				Owner and Percentage			
51	<u>T23S - R37E</u> Sec. 33: NE/4 NE/4	40.00		Edith E. Davis Fanning - 14.06250% Mabee Royalties, Inc. - 3.51563% W. A. Yeager & J. M. Armstrong - 1.17187%	Resler & Sheldon - 100%	None	Resler & Sheldon - 100.00000%
52	<u>T23S - R37E</u> Sec. 33: N/2 SW/4	80.00		Geraldine Davis Walker - 0.03255% Pauline Davis Stone - 0.03255% Joyce D. Shurmon - 0.03256% Billy G. Davis - 0.03255% Marjorie Cone Kastman, Gdn. of Est. of S. E. Cone - 0.49133% Edith E. Davis Fanning - 2.99479% Jennie D. Young - 2.99479% Mary Lee McInnis - 2.99479% J. G. Davis Est. - 1.71131% Bertha Davis - 2.99479% Charles L. Cobb - 0.01092% Owen W. McWhorter - 0.01092% Hubert E. Cone - 0.14038%	W. K. Byrom - 100%	None	W. K. Byrom - 68.75000% Charles B. Read - 6.25000% R. G. McPheron - 25.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
52 Cont'd.							
				Adeline Cone- 0.44434%			
				Frank Bateman- 0.32288%			
				James L. Taylor- 0.33691%			
				C. M. Neal - 0.14038%			
				W. D. Girand, Jr.- 0.14038%			
				Polk Shelton- 0.01638%			
				Emmett Shelton- 0.01638%			
				Florence Louise Woods-0.32288%			
				North Central Oil Corp.-1.28348%			
				Lavena Howard, Indv. & Indept. Extrk. & Tst. of Est. of L. A. Howard-0.01092%			
				Jerome T. Hanners, Adm. of Est. of G. T. Hanners-0.42114%			
53	T23S - R37E Sec. 33: SW/4 SW/4	40.00		Geraldine Davis Walker- 0.03255%	W. K. Byrom - 100%	None	W. K. Byrom - 68.75000% Charles B. Read - 6.25000% R. G. McPherson - 25.00000%
				Pauline Davis Stone-0.03255%			
				Joyce Davis Shurmon-0.03256%			
				Billy G. Davis- 0.03255%			
				Marjorie Cone Kastman, Gdn. of Est. of S. E. Cone-0.49133%			

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
53 Cont'd.							
				Edith E. Davis Fanning-2.99479%			
				Janale D. Young- 2.99479%			
				Mary Lee McInnis- 2.99479%			
				J. G. Davis Est.- 2.99479%			
				Bertha Davis- 2.99479%			
				Charles L. Cobb- 0.01092%			
				Owen W. McWhorter- 0.01092%			
				Hubert E. Cone- 0.14038%			
				Adeline Cone-0.44434%			
				Frank Bateman- 0.32288%			
				James L. Taylor- 0.33691%			
				C. M. Neal-0.14038%			
				W. D. Girard, Jr.- 0.14038%			
				Polk Shelton-0.01638%			
				Emmett Shelton- 0.01638%			
				Florence Louise Woods-0.32288%			
				Lavena Howard, Indv. & Indept. Extrx. & Tst. of Est. of L. A. Howard-0.01092%			
				Jerome T. Hanners, Adm. of Est. of G. T. Hanners-0.42114%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
54	<u>T23S - R37E</u> Sec. 33: SE/4 SW/4	40.00		Chase Manhattan Bank, Special Acct. F NC - 0.89286% Bertha Davis - 2.08333% Mary Lee McInnis - 2.08333% Edith E. Fanning - 2.08333% Magnolia Davis - 0.29762% Jerry Glynn Davis - 0.44643% Terry Wayne Davis - 0.44643% Jerome T. Hanners, Adm. of Est. of G. T. Hanners - 0.29297% Jennie D. Young - 2.08333% Flora B. Davis - 0.09766% Joyce Davis Shurmon - 0.42318% Geraldine Davis Walker - 0.42318% Billy G. Davis - 0.42317% Pauline Davis Stone - 0.42318%	Frank Bateman - 100%	Genevieve Crabb - 2.57812% R. C. Crabb, Jr. - 0.85938% First Nat'l. Bank of Midland, Atty. in fact for John Ed Crabb - 0.85938% Helen Crabb Seline - 0.85937% Paul L. Davis - 3.43750% Lonnie Kemper - 12.50000%	Frank Bateman - 100.00000%
55	<u>T23S - R37E</u> Sec. 33: N/2 SE/4	80.00		Frank Bateman - 0.22459% Charles L. Cobb - 0.00761%	Getty Oil Company - 100%	None	Getty Oil Company - 100.00000%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
55 Cont'd.				Mrs. Richard A. Combs-0.52084% Gordon M. Cone- 1.04167% Hubert E. Cone- 0.09767% Adeline Z. Cone- 0.29620% Betty Rae Stivalis Davis-0.52083% Jerry Glynn Davis- 0.44643% Magnolia Davis- 0.29762% Terry Wayne Davis- 0.44642% Mrs. T. E. Davis- 2.08334% Edith D. Fanning- 2.08334% W. D. Girand, Jr.- 0.09765% Mary E. Hanners- 0.29296% Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard - 0.00761% Marjorie Cone Kastman, Gdn. of Est. of S. E. Cone-0.34178% Mary Lee McInnis- 2.08334% Owen W. McShorter- 0.00761%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
55 Cont'd.				C. M. Neal - 0.09766% North Central Oil Corp.-0.89285% Emmett Shelton - 0.01141% Polk Shelton - 0.01141% Joyce Davis Shurmon- 0.03255% James L. Taylor- 0.11718% C. F. Taylor & L. Taylor - 0.11719% Geraldine Walker- 0.03255% Florence Louise Woods-0.22459% Suspense-0.06510%			
56	T23S - R37E Sec. 33: S/2 SE/4	80.00		Frank Bateman- 0.22459% Charles L. Cobb- 0.00761% Mrs. Richard A. Combs - 0.52084% Gordon M. Cone 1.04167% Hubert E. Cone- 0.09767% Adeline Z. Cone- 0.29620% Betty Rae Sivalis Davis-0.52083% Jerry Glynn Davis- C.44643% Magnolia Davis- 0.29762%	Johnson & French - 100%	Getty Oil Company - 10.93756%	Johnson & French - 50.00000% Atlantic Richfield Company - 50.00000%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
56 Cont'd.							
				Terry Wayne Davis- 0.44642%			
				Mrs. T. E. Davis - 2.08334%			
				Edith D. Fanning- 2.08334%			
				W. D. Girard, Jr.- 0.09765%			
				Mary E. Hanners- 0.29296%			
				Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard - 0.00761%			
				Marjorie Cone Kastman Gdn. of Est. of S. E. Cone-0.34178%			
				Mary Lee McInnis - 2.08334%			
				Owen W. McWhorter- 0.00761%			
				C. M. Neal - 0.09766%			
				North Central Oil Corp.-0.89285%			
				Emmett Shelton- 0.01141%			
				Polk Shelton- 0.01141%			
				Joyce Davis Shurmon-0.03255%			
				James L. Taylor- 0.11718%			
				C. F. Taylor & L. Taylor-0.11719%			
				Geraldine Walker- 0.03255%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
56	Cont'd.			Florence Louise Woods-0.22459% Suspense-0.06510%			
57	T24S - R37E Sec. 6: Lot 4	37.95	Feb. 16, 1950	Jim Camp - 3.12500% General Crude Oil Company - 2.34375% Cities Service Oil Company- 3.12500% Mobil Oil Corp.- 3.12500% Clara Dwyer Est. 0.39062% (Suspense) Gertrude C. Mitchell - 0.39063% (Suspense)	Mobil Oil Corporation - 100%	None	Mobil Oil Corporation - 50.00000% General Crude Oil Company - 18.75000% Cities Service Oil Company - 25.00000% Clara Dwyer Estate - 3.12500% (Suspense) Gertrude C. Mitchell 3.12500% (Suspense)
58	T24S - R37E Sec. 6: Lot 3; SE/4 NW/4; SE/4 SW/4	119.80	Dec. 17, 1942 Dec. 23, 1941	Rose Eaves - 2.08330% Effie Carter- 2.08330% Powhatan Carter, Jr.-1.04170% Anderson Carter - 1.04170% Fluor Corporation- 4.16670% Blanche McCallister- 1.04165% Blanche McCallister Life Estate - 1.04165%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 50.00000% Cities Service Oil Company- 33.33333% Blanche McCallister - 8.33333% Blanche McCallister, et al 8.33334%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
59	<u>T24S - R37E</u> Sec. 6: <u>NE/4 SW/4</u>	40.00	Nov. 16, 1943	Joyce Christmas Brown - 7.81250% B. A. Christmas, Jr.-1.56250% Joyce Ann Brown-0.62500% B. A. Christmas, Jr., Trustee U/W of B. A. Christmas - 2.50000%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
60	<u>T24S - R37E</u> Sec. 5: <u>Lots 1 & 2; S/2 NE/4</u>	158.64	Aug. 3, 1926	Sabine Royalty Corp. - 3.12500% Edith Davis Fanning - 7.81250% Midwest Oil Corp.-1.56250%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
61	<u>T24S - R37E</u> Sec. 4: <u>Lots 1, 2, 3, 64; S/2 N/2</u>	317.64	Aug 3, 1926	Midwest Oil Corp. - 1.56250% Jerry Glynn Davis - 0.78125% Edith Davis Fanning-1.02426% Charles L. Cobb - 0.00765% Terry Wayne Davis 0.78125% Jennife D. Young - 2.08333% Owen W. McWhorter- 0.00765%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.							
				Mary Lee McInnis- 1.30208%			
				Hubert E. Cone - 0.09838%			
				Bertha Davis - 2.08333%			
				Geraldine Davis			
				Walker-0.09346%			
				Pauline Davis			
				Stone-0.09346%			
				Joyce Davis			
				Shurmon-0.09346%			
				Billie Davis- 0.09346%			
				Adeline Cone - 0.29845%			
				Frank Bateman- 0.22628%			
				James L. Taylor- 0.11806%			
				C. M. Neal - 0.09838%			
				W. D. Girand, Jr. 0.09838%			
				Polk Shelton - 0.01147%			
				Emmett Shelton - 0.01147%			
				Florence Louise Woods-0.24595%			
				Lavens Howard, Indp. Exrx. & Tr. of Est. of L. A. Howard - 0.00765%			
				Charley F. Taylor & Lenora Taylor JTWRS-0.11806%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.				Marjorie Cone Kastman - 0.34434%			
				Mary E. Hammers - 0.29515%			
				Magnolia Davis - 0.52084			
62	<u>T24S - R37E</u> Sec. 5: SE/4	160.00	Sep. 9, 1926	Continental Oil Co. - 0.50781%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
				Wallace W. Irwin-0.78125%			
				Jennie D. Young-7.81250%			
				May Woolworth-0.65104%			
				Elizabeth Woolworth-0.52083%			
				Southern Calif. Petroleum Corp.-0.78125%			
				Republic Nat'l. Bank of Dallas, Trustee for A/C of Langdell Oil Co.-1.05469%			
				Myrtis Dean Watkins-0.13021%			
				Mrs. Clyde W. Miller-0.13021%			
				Martha Watkins Harris-0.13021%			
63	<u>T24S - R37E</u> Sec. 3: W/2 SW/4 Sec. 10: W/2 NW/4, E/2 SW/4	240.00	April 29, 1926	Amerada Hess Corporation-0.39060%	Gulf Oil Corporation - 100.00000%	None	Gulf Oil Corporation - 100.00000%
				Dorothy Gutman-0.73240%			

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
63	Cont'd.						
				Max Gutman- 0.24410%			
				W. A. Yeager & J. M. Armstrong- 0.78120%			
				Harry Arledge - 0.04880%			
				Catherine L. Dumraese - 0.39060%			
				Reginald H. Johnson & John D. Woodfin, Surviving Jt. Tenants, The Brewster Trust-0.39060%			
				Edith G. Socolow- 0.24420%			
				Theodocia G. Bates-0.18230%			
				Warren J. Bates- 0.05210%			
				Charles T. Bates, Jr.-0.05210%			
				Tina Levine- 0.09770%			
				Kenneth C. Bates- 0.05210%			
				Ether Chism - 0.24440%			
				Lucille Chism Bates-0.03650%			
				Wilma Chism Lain- 0.03660%			
				Norma Chism McCarthy-0.03650%			
				Mary Louise Nommensen- 0.03660%			
				Mary Helen Seeton - 1.17190%			

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
63 Cont'd.							
	Southern Calif. Petroleum Corp.			0.78130%			
	Joyce Christmas Brown-0.19530%						
	Alfred E. Gutman-0.24410%						
	Deltex Royalty Co., Inc. - 0.39060%						
	Thomas J. Galbraith-1.17190%						
	Effie Carter-0.39070%						
	Powhatan Carter, Jr.-0.19530%						
	Anderson Carter-0.19530%						
	B. A. Christmas, Jr.-0.09770%						
	Fluor Corporation-0.78120%						
	James Ray Bates-0.05210%						
	June D. Speight-0.39060%						
	Mary E. Voss, Ex. of Est. of F. Walter Voss-0.39060%						
	Thomas G. Voss-0.39060%						
	Jean Robertson-0.39070%						
	Way Enterprises Inc.-0.39070%						
	Daniel L. Gutman, Ist. U/W of Max Gutman-0.73240%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
63 Cont'd.				B. A. Christmas, Jr., Gdn. of Mary Theresa Christmas - 0.02440%			
				B. A. Christmas, Jr., Gdn. of Bradford Ace Christmas - 0.02440%			
				B. A. Christmas, Jr., Gdn of Candy Christmas- 0.02440%			
				B. A. Christmas, Jr., Gdn of Helen Jane Christmas-0.02440%			
64	T24S - R36E Sec. 12: SW/4 NE/4, SE/4 NW/4,	80.00		Ella F. Allen 0.09765%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%
				Lem B. Allen 0.09765%			
				Atlantic Rich-Field Co.- 1.17190%			
				Cities Service Oil Company- 3.12500%			
				Continental Oil Company - 0.39060%			
				Nannie Cooper- 1.56250%			
				Edson Petroleum Company - 0.39060%			
				First Nat'l. Bank, Trustee A/C #747-0.03900%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
64 Cont'd.							
	General Crude Oil Company-						
	4.68750%						
	Helen Koenig						
	Graves -						
	0.00088%						
	Dena Ida Koenig-						
	0.00175%						
	Palmer E. Koenig-						
	0.00087%						
	La Gloria Oil & Gas Company-						
	0.78130%						
	Frank O. Long-						
	0.00030%						
	John Byron						
	McKean-0.04230%						
	Montana McKean -						
	0.03900%						
	Myrtle M. Smith -						
	0.01630%						
	Dorothy M. Stein-						
	0.02120%						
	Jack Stieren -						
	0.00410%						
	Nan McKean Taylor-						
	0.02120%						
	Nora Walker -						
	0.00010%						
	Mrs. Exor Megan, Gdn. Est. of						
	Maude Eagle						
	Flouts-0.00010%						
	Mobil Oil Corp.-						
	4.68750%						
	Lucile M. Owens-						
	0.01630%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
64	Cont'd.			Elizabeth H. Penn, Trustee- 0.09550% Nancy Elizabeth Penson-0.28650% Royalty Roundup, Inc.-0.00090%			
65	T24S - R36E Sec. 12: N/2 SW/4	80.00		Atlantic Richfield Co. - 0.78125% Cities Service Oil Company- 1.56250% Continental Oil Company - 0.39063% John A. & Nannie Cooper-1.56250% Edson Petroleum Co.-0.39063% Dena Ida Koenig, Indv. & as Extr. of Est. of E. J. Koenig, decd.-0.00351% La Gloria Oil & Gas Co.-0.78125% Lasca Inc.-1.00000% E. B. McKean (Suspense) 0.19531% Robert Lee Penn - 0.09549% Nancy Elizabeth Penson-0.09549% John J. Reynolds- 5.25000% Jack Stieren - 0.00407% Mrs. Nora Walker- 0.00014%	Skelly Oil Company - 100%	None	Skelly Oil Company - 81.25000% Atlantic Richfield Company - 6.25000% Cities Service Oil Company - 12.50000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
65	Cont'd.			Suspense-0.00013% Lem B. Allen - 0.09765% Ella Pulshear Allen-0.09766% Nancy Elizabeth Penson-0.19104% First Nat'l. Bank In Dallas & Vera H. Long, Ind. Exec. of Frank O. Long, decd. (Suspense)-0.00028% Royalty Roundup, Inc.- 0.00047%			
66	T24S - R36E Sec. 12: N/2 SE/4, SE/4 SE/4	120.00		Amy Adams - 0.46880% C. O. Boyd- 1.40630% Mabel Cooper- 0.46870% Mrs. Gladys J. Dean-0.04690% Fluor Corporation- 1.56250% Ethel Fuller- 0.46870% Eula Holden - 0.04690% Catherine Ivy- 0.04690% Jack M. Johnston 0.46870% J. T. Kennedy, Gdn. of Est. of Billy Fred Kennedy-0.46870% Odessa Lankford - 0.46870%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
66 Cont'd.				Doris Kennedy Life-0.02340% Petroleum Corp. of Texas-1.66670% Connie P. Russell - 0.04690% Johnnie R. Russell- 0.04690% Miller Russell - 0.04690% Rufus B. Russell- 0.02345% Ruth Russell, Gdn. of Est. of Jimmie Norton Russell, a minor- 0.02345% Thurman A. Russell- 0.04690% Walter B. Russell - 0.04690% Southern Minerals Corp.-3.33330% Sparks Healey Co.- 0.80470% Delta Toby - 0.46870%			
67	T24S - R37E Sec. 7: Lot 3, NE/4 SW/4	78.11		Harold E. Bickford- 1.56250% Fannie B. Dore-0.62500% General Crude Oil Co.-3.12500% M. L. Hunt - 0.29297% Mobil Oil Corp.- 3.12500%	King, Warren & Dye - 100%	Mobil Oil Corp. - 5.46875% General Crude Oil Co. - 5.46875%	Max A. Thurber, Dorothy E. King & J. Ed Warren, Ancillary Execs. of Est. of Carl B. King- 50.00000% J. E. Warren-25.00000% F. W. Dye Est.-25.00000%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
67	Cont'd.			W. A. Pruett- 0.31250% Southern Petroleum Expl. Inc.-0.78125% The Superior Oil Co.-1.93750% Nat'l. Bank of Commerce & Lillian B. Jones, Ind. Exec. of Est. of Frank D. Jones, decd.-0.25000% Donald Blackmar & Bernard Johnston, Co.-Exec. of Est. of J. B. Headley, decd.- 0.19531% Marion L. Hunt, Ind. Execrx. of Est. of Edalyn Hunt-0.29297%			
68	<u>T24S - R37E</u> Sec. 7: Lot 4, and SE/4 SW/4	78.10		Harold E. Bickford- 1.56250% Fannie B. Dore-0.62500% General Crude Oil Co.-3.12500% M. L. Hunt - 0.29297% Mobil Oil Corp.- 3.12500% W. A. Pruett - 0.31250% Southern Petroleum Expl. Inc.-0.78125%	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty	Lessee of Record and Percentage	Overriding Royalty	Working Interest
				Owner and Percentage		Owner and Percentage	Owner and Percentage
68 Cont'd.				Superior Oil Co.-1.93750% Suspense(formerly Est. of Frank D. Jones)-0.25000% Donald Blackmar & Bernard Johnston, Co.-Exec. of Est. of J. B. Headley, decd.-0.19531% Marion L. Hunt Ind. Execrx. of Est. of Edalyn Hunt-0.29297%			
69	T24S - R37E Sec. 7: SE/4	160.00		Texas National Bank of Commerce for Acct. of Harris County Charity Fdn. #11- All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
70	T24S - R37E Sec. 8: N/2 SW/4	80.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	George E. Cooper - 1.56250% J. W. Burrell - 0.39063% Fred Turner, Jr. Acct. #5-2.73437% Robert P. Moore - 1.56250% Mrs. Jimmie Cooper - 5.46875% Leona L. Stagner - 0.78125%	Continental Oil Company - 100%	Gulf Oil Corporation - 5.46875%	Continental Oil Company - 100.00000%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
71	T24S - R37E Sec. 8: SW/4 SW/4	40.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	Fred Turner, Jr.-2.73440% George E. Cooper-1.56250% Mrs. Jimmie Cooper-5.46880% Robert P. Moore-1.56250% J. W. Burrell - 0.39060% Leona Stagner - 0.78120%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
72	T24S - R37E Sec. 8: NE/4	160.00		Atlantic Richfield Co. - 8.9843% Wilmirth Burgess-0.78125% Elizabeth Hannifin-0.78125% First Nat'l. Bank at Lubbock for Acct. of C. G. James-0.78125% Howard Jennings-0.78125% Dora L. Saunders, Dora Lee Saunders Behn, Leland Lewis Fellows and T. T. Saunders, Jr., Jr. Executors of Est. of L. T. Lewis - 0.58594% Nellie T. Lewis-0.58594%	Texas Pacific Oil Company- 100%	Cities Service Oil Company-sliding scale* Atlantic Richfield Co. - Sliding scale* *See Attach. #1-Tract 72	Texas Pacific Oil Company - 100.00000%

Tract No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty	Lessee of Record and Percentage	Overriding Royalty	Working Interest
				Owner and Percentage		Owner and Percentage	Owner and Percentage
72 Cont'd.				Nelcia Mounsey- 1.56250% Virgil K. Reeve- 0.39062%			
73	T24S - R37E Sec. 8: N/2 SE/4	80.00	Oct. 17, 1956	Atlantic Rich- field Co. - 6.25000% Wilmirth Burgess- 0.78125% First Nat'l. Bank at Lubbock- 0.78125% Elizabeth Hannifin- 0.78125% Howard Jennings - 0.78125% Dora L. Saunders, Dora Lee Saunders Behn, Leland Lewis Fellows, T. T. Saunders, Jr., Jr. Executors of Est. Of L. T. Lewis - 0.58594% Nellie T. Lewis- 0.58594% Nelcia Mounsey- 1.56250% Virgil K. Reeve- 0.39062%	Amerada Hess Corp. - 100%	None	Amerada Hess Corp. - 50.00000% Atlantic Richfield Company - 50.00000%
74	T24S - R37E Sec. 9: W/2 NW/4	80.00		Carmen Regis Buchanan- 0.66935% Easter Cruzan- 1.36719%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%

No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
74	Cont'd.						
	T24S - R37E Sec. 9: NE/4 NW/4	40.00		Sidney Z. Hays- 1.04167% Martha Maxine Keymer-1.04166% E. Ray Phelps- 0.01425% E. R. Polhamus- 0.97655% Kathryn D. Sparr- 1.04167% Martha Ellen Whitsett- 3.12500% Wood Oil Co.- 3.12500% Edna L. Polhamus Young-0.09766%			
				Martha M. Hays Keymer- 1.56250% Sidney Z. Hays- 1.56250% Martha Ellen Hays-4.68750% Kathryn D. Sparr- 1.56250% Elmer H. Polhamus- 1.46484% Edna Polhamus Young-0.14649% Carmen Regis Buchanan - 0.83008% Easter Cruzan- 2.05078%	Continental-Emsco Company- 100%	None	Continental-Emsco Company- 87.5% R. L. Summers - 12.5%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
75	Cont'd.			Wood Oil Co.- 4.68750% E. Ray Phelps - 0.19531%			
76	T24S - R37E Sec. 9: SE//4 NW//4	40.00		Bertha S. Adkins - 0.31250% Andrew Oil & Gas Royalties, Inc.-0.31250% Donald B. Baer- 0.62500% Albert B. Bennett - 0.31250% Leon S. Bennett- 0.31250% Howard W. Cole, Adm. of Est. of Seth Sears, 0.31250% John H. Costello- 0.62500% Kirby Petroleum Co.-3.12500% Richard A. Loweth Adm. of Est. of Alfred R. Loweth- 0.31250% Mary Grlier Pratt - 0.41667% John L. Pratt III- 0.20833% St. Mary's Church, Ticonderoga, N.Y.- 0.93750%	Ralph L. Clarke - 100%	None	Ralph L. Clarke - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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76 Cont'd.

Warren E. Shaw & Henning A. Johnson, Co-Exec. of Est. of Sara F. Shaw - 0.31250% Henry F. Smith, Adm. of Est. of F. Page Bearse- 0.31250% Hazel T. Stines-0.31250% A. K. Stubbs-0.62500% Suspense, decd., Paul Elwood Middleton & Sophie Walther Middleton-0.62500% Suspense - Walter Adams- 0.31250% Suspense, decd., G. William Ward-0.15625% Suspense, (G. William Ward, decd.) G. William Ward & L. Atwood Bennett, Tst. for Thomas Ward- 0.15625% Suspense, Christian R. Martin, decd.-0.62500% Frances Grler Wakefield- 0.41667% David D. Wakefield-0.10417% Robert W. Wakefield - 0.10416% Frank S. Walker-0.62500%							
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77	T24S - R37E Sec. 9: NW/4 NE/4	40.00		Carmen Regis Buchanan- 1.09863% Easter Cruzan- 3.51563% E. R. Polhamus- 2.92969%	Continental-Emeco Company - 100%	None	Continental-Emeco Company - 87.5% R. L. Summers - 12.5%
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
77 Cont'd.				Wood Oil Co.- 9.37500% Edna Polhamus Young-0.65918% E. R. Polhamus, Easter Cruzan & Carmen Regis Buchanan-1.17187%			
78	<u>T24S - R37E</u> Sec. 9: SW/4 NE/4	40.00		Lee Carter - 8.333333% Effie Ander- son Carter- 2.083333% Powhatan Carter, Jr.-1.04167% Anderson Carter- 1.04167%			Unleased
79	<u>T24S - R37E</u> Sec. 9: NE/4 NE/4	40.00		Lee Carter - 8.333333% Effie Ander- son Carter- 2.083333% Powhatan Carter, Jr.-1.04167% Anderson Carter- 1.04167%	W. K. Byrom - 50% Conka Production Co.- 25% Finn Watson - 25%	Atlantic Richfield Co.- 5.46875%	W. K. Byrom - 50.00000% Conka Production Co. - 25.00000% Finn Watson - 25.00000%
80	<u>T24S - R37E</u> Sec. 9: SE/4 NE/4	40.00		Lee Carter - 8.333333% Effie Carter- 2.083333% Anderson Carter- 1.04167% Powhatan Carter Jr.-1.04167%	Atlantic Richfield Com- pany - 100%	None	Atlantic Richfield Company- 100.00000%

Tr No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
				Owner and Percentage			
81	T24S - R37E Sec. 11: SW/4 NW/4	40.00	May 24, 1926	Atlantic Rich- field - 0.23148% L. C. Ritts 1.50462% Robert C. Sharp 1.50462% Charles T. Bates-0.78125% I. J. Underwood- 0.43403% Mrs. Catherine L. Dumraese Reich-0.78125% O. W. Skirvin- 0.43403% Odella N. Clark- 0.24306% Rocket Oil & Gas Company- 1.56250% James Henry Bearly - 0.04774% Elizabeth Bearly Dudley-0.04774% Margarete Bearly Moore-0.04774% Ione Bearly Atkins - 0.04775% Wachovia Bank & Trust Co., Trustee For Richard C. Allen & Lillian Allen-0.43403% The Chase Manhattan Bank (Argo Prod. Pmt.)-4.39816%	Crown Central Petroleum Corp. 100%	None	Crown Central Petroleum Corp. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
82	T23S - R37E Sec. 30: SE/4 SE/4	40.00		Charles T. Bates, Atlantic Richfield Co. - Jr.-.46880% James Ray Bates-.46880% Kenneth C. Bates-.46880% Theodocia G. Bates-1.64070% Warren J. Bates -.46880% Edwin G. Bradley -.19530% Don R. Cowden -.09760% Felix Miller Cowden-.09760% Rorie Emmitt Cowden-.19530% William Leo Cowden -.19530% Catherine L. Dumraese-3.51560% Fort Worth Nat'l. Bank Trustee Under Will of Roy S. Magruder, Decd.-.14650% Mrs. Martha W. Harris -.08680% Ima Hays -.09760% G. M. Jenkins-.19530% R. H. Johnson, C. G. Schirmer and J. D. Woodfin, Trustees for Brewster Trust-.78130% Robert E. King No. 2-.29300% Mozelle Kluss -.19530%	100%	J. C. Maxwell - 21.87500%	Atlantic Richfield Co. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
82 Cont'd.							
	Mrs. Helen Magruder Kolliker-.14650%						
	Mrs. Clyde W. Miller- .08680%						
	The First Nat'l. Bank of Roswell Trustee of Allie M. Lee Trust- .29295%						
	Shriners Hospital for Crippled Children-.09765%						
	Myrtis Dean Watkins- .08680%						
	Annabel Winingham- .09760%						
	Elizabeth Woolworth- .13020%						
	May Woolworth-.13020%						
	May Woolworth, Attorney- in-fact for Mrs. J. E. Watkins, L. Woolworth, and E. Woolworth - .26040%						
	Fluor Corporation - 1.56250%						

Forty (40) Fee Tracts totaling 3,781.90 acres - 38.10985% of Unit Area

Federal Lands	4,543.67 Acres	45.78614% of Unit Area
State Lands	1,598.11 Acres	16.10401% of Unit Area
Fee Lands	3,781.90 Acres	38.10985% of Unit Area
TOTAL	9,923.68 Acres	100.00000% of Unit Area

ATTACHMENT NO. 1
TO EXHIBIT "B"
UNIT AGREEMENT
MYERS LANGLIE-MATTIX UNIT, LEA COUNTY, NEW MEXICO

Schedule of sliding scale overriding royalty interests:

Tract 4

Gulf's ORRI of 12.5%, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less, or when gas production is 500 MCF or less.

Tract 5

Gulf has an ORRI of 12.5% on primary production and 25% on secondary production, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less.

Tract 6

<u>Overriding Royalty Owner</u>	<u>Percentage (%)</u>	
	<u>7½% *</u>	<u>5% **</u>
Marshall & Winston, Inc.	0.50000	0.33334
Southland Royalty Co.	0.75000	0.50000
Mr. J. B. Bockman	1.62500	1.08333
Ms. Selma E. Andrews	0.80557	0.53705
Frank Andrews Trust	0.69443	0.46295
Sabine Royalty Corporation	0.50000	0.33333
Ms. Evelyn Stump Hill	1.62500	1.08333
Fluor Corporation	<u>1.00000</u>	<u>0.66667</u>
	7.50000	5.00000

* During the period or periods when the average production per well per day is more than 15 barrels on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

** During the period or periods when the average production per well per day is 15 barrels or less on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

Tracts 16 and 17

Gulf's ORRI is 5% when average production/well/day is over 15 barrels or 500 MCF, reducible to 3.125% when production falls below such amounts.

Tracts 19 and 22

Texaco's ORRI is 1/16 when daily average oil production is 40 barrels or less, 3/32 when daily average oil production is more than 40 barrels but not more than 60 barrels and 1/8 when daily average oil production is more than 60 barrels. Override to be calculated on production from the SW/4 Section 29-23S-37E, which covers both Tracts 19 and 22. Texaco's override on gas is 1/8 of all gas produced from same quarter section.

Tract 44

Gulf and Shell overrides are as follows:

<u>When daily avg. oil prod. per well per day is -</u>	<u>The ownership is -</u>
150 barrels or more	1/8 separately or 1/4 combined
75-150 barrels	1/16 separately or 1/8 combined
55-75 barrels	3/64 separately or 3/32 combined
10-55 barrels	1/32 separately or 1/16 combined
Not more than 10 barrels	1/64 separately or 1/32 combined

Override on gas is 1/8 of 8/8 of gas and casinghead gas.

EXHIBIT "C"

UNIT AGREEMENT
 MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

SCHEDULE OF TRACT PARTICIPATION

Tract No.	Tract Participation (%)	
	Phase I	Phase II
1	2.41669	1.18850
2	0.99212	0.57371
3	1.54554	4.05150
4	0.56847	0.53223
5	2.63780	0.82092
6	0.26805	0.62472
7	1.40875	1.04476
8	0.40207	0.35085
9	0.00000	0.00000
10	1.04282	2.10248
11	0.27056	0.30346
12	0.38852	2.01574
13	2.42070	1.62012
14	1.87256	1.50138
15	3.38296	4.00411
16	0.58629	0.39699
17	0.57223	1.16257
18	0.00000	0.32663
19	1.43686	2.42798
20	0.53083	0.09235
21	1.26569	3.05585
22	1.01195	1.94830
23	0.00000	0.29976
24	1.63187	0.29579
25	0.53233	0.89192
26	5.46735	3.30607
27	0.50673	2.56122
28	4.93753	2.13032
29	0.00000	0.99455
30	5.66537	5.47977
31	0.74190	0.57950
32	2.59137	1.19190
33	2.26083	2.34766
34	2.88702	2.50484
35	0.00000	0.08618
36	0.55065	0.32163
37	1.01973	0.74046
38	0.00352	0.15164
39	3.58224	2.62292
40	1.06616	0.91731
41	0.34058	0.37884
42	0.31448	0.27015
43	0.63297	0.26027
44	0.82598	1.25624
45	0.00000	0.02091
46	0.84480	0.44064
47	0.00000	0.06273
48	0.00000	0.04384
49	3.16862	3.20402
50	2.99118	1.29583
51	0.94745	0.17890
52	1.13895	0.65303
53	0.52856	0.30205
54	0.20003	0.26117
55	0.46205	0.22939
56	0.90528	1.12001
57	1.68332	1.33954
58	1.74281	0.83356
59	2.78638	1.39760
60	0.89274	1.34832

EXHIBIT "C"
Myers Langlie-Mattix Unit
Page 2

<u>Tract No.</u>	<u>Tract Participation (%)</u>	
	<u>Phase I</u>	<u>Phase II</u>
61	0.74441	1.07521
62	1.35981	2.03538
63	0.22412	2.04857
64	0.00000	1.45982
65	1.73302	1.85984
66	3.17214	4.29448
67	0.73713	1.12997
68	0.99840	3.75382
69	1.72172	2.27732
70	0.00000	0.26770
71	0.00000	0.28913
72	5.88498	1.80320
73	0.00000	0.57371
74	0.00000	1.03157
75	1.32794	0.49466
76	1.22629	0.73075
77	0.00000	0.17793
78	0.00000	0.27556
79	0.81694	0.37592
80	0.50296	0.69200
81	0.67790	0.88783
82	<u>0.00000</u>	<u>0.00000</u>
TOTAL	100.00000	100.00000

Tract 49

When daily average oil production per well per day is less than 30 barrels.

Chas. T. Bates, Jr.	.0008464
James Ray Bates	.0008464
K. C. Bates	.0008464
Theodocia G. Bates	.0029622
Warren J. Bates	.0008464
Catherine L. Dumraese Reich	.0126953
Martha Watkins Harris	.0001628
R. E. King	.0007325
Helen Magruder Kolliker	.0015869
Mrs. Clyde W. Miller	.0001628
The Fort Worth National Bank, Trustee	.0015869
Myrtis Dean Watkins	.0001628
Elizabeth Woolworth	.0006510
May Woolworth	.0008138

When daily average oil production per well per day is 30 barrels or more.

Chas. T. Bates, Jr.	.0016928
James Ray Bates	.0016928
K. C. Bates	.0016928
Theodocia G. Bates	.0059244
Warren J. Bates	.0016928
Catherine L. Dumraese Reich	.0126953
Martha Watkins Harris	.0003256
R. E. King	.0007325
Helen Magruder Kolliker	.0031738
Mrs. Clyde W. Miller	.0003256
The Fort Worth National Bank, Trustee	.0031738
Myrtis Dean Watkins	.0003256
Elizabeth Woolworth	.0013020
May Woolworth	.0016276

Tract 72

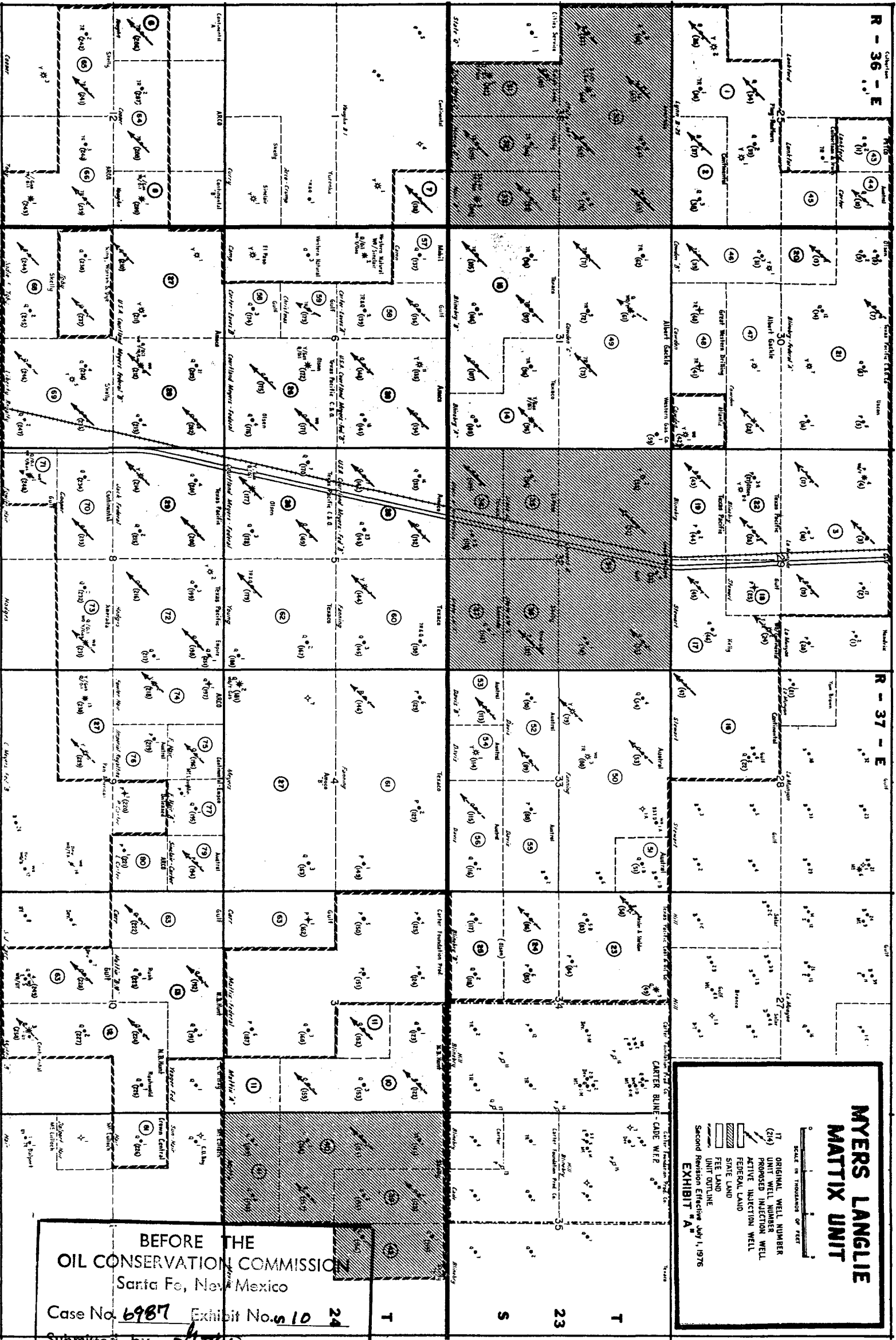
Cities Service and Atlantic Richfield overrides are as follows:

When daily avg. oil prod.
per well per day is -

The ownership is -

40 barrels or more	1/16 of 7/8 separately or 1/8 comb.
25-40 barrels	3/64 of 7/8 separately or 3/32 comb.
Not more than 25 barrels	1/32 of 7/8 separately or 1/16 comb.

Override on all gas that may be produced is 1/16 of 7/8 separately or 1/8 of 7/8 combined.



BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 10 24
Submitted by Stacy
Hearing Date 8/5/80

**MYERS LANGLIE
MATFIX UNIT**

SCALE IN THOUSANDS OF FEET

17 ORIGINAL WELL NUMBER
(214) UNIT WELL NUMBER
PROPOSED INJECTION WELL
ACTIVE INJECTION WELL

STATE LAND
FEDERAL LAND
FEE LAND
UNIT OUTLINE

Second Revision Effective July 1, 1978
EXHIBIT "A"

EXHIBIT "C"

UNIT AGREEMENT
MYERS LANGLIE MATTIX UNIT
LEA COUNTY, NEW MEXICOSCHEDULE OF TRACT PARTICIPATION

<u>Tract No.</u>	<u>Phase II Tract Participation (%)</u>
1	1.22311
2	.59021
3	4.16521
6	.64225
7	1.07386
8	.36086
10	2.14022
11	.33405
12	2.07257
13	1.66580
14	1.54385
15	4.11596
16	.40945
17	1.19564
18	.33599
19	2.49538
20	.15631
21	3.08133
22	2.00252
23	.30952
24	.30468
25	.91715
26	3.39996
27	2.63684
28	2.19345
29	1.02337
30	5.63333
31	.59616
32	1.22538
33	2.41311
34	2.57678
35	.08931
36	.33124
37	.76162
38	.15657
39	.94333
40	2.69658
41	.39002
42	.27833
43	.26781
44	1.29114
45	.02187
46	.45346
47	.06561
48	.04581
49	3.29505
50	1.33259
51	0.18398
52	.67176
53	.31075
54	.26871
55	.23648
56	1.15151
57	1.37678
58	.85761
59	1.43644
60	1.38687
61	1.10778
62	2.09278
63	2.10707
64	1.50062
65	1.91167

SCHEDULE OF TRACT PARTICIPATION
SECOND REVISION
PAGE 2

Tract No.	Phase II
	<u>Tract Participation (%)</u>
66	4.41344
68	3.85760
69	2.34135
70	.27581
71	.29746
72	1.85423
73	.59021
74	1.06063
75	.50868
76	.75123
77	.18322
79	.38667
80	.71139
81	<u>.91263</u>
TOTAL	100.00000

A R-36-E

B

C

D

R-37-E

F

G

First Revision Effective February 1, 1974

EXHIBIT "A"

MYERS LANGLE-MATTIX UNIT

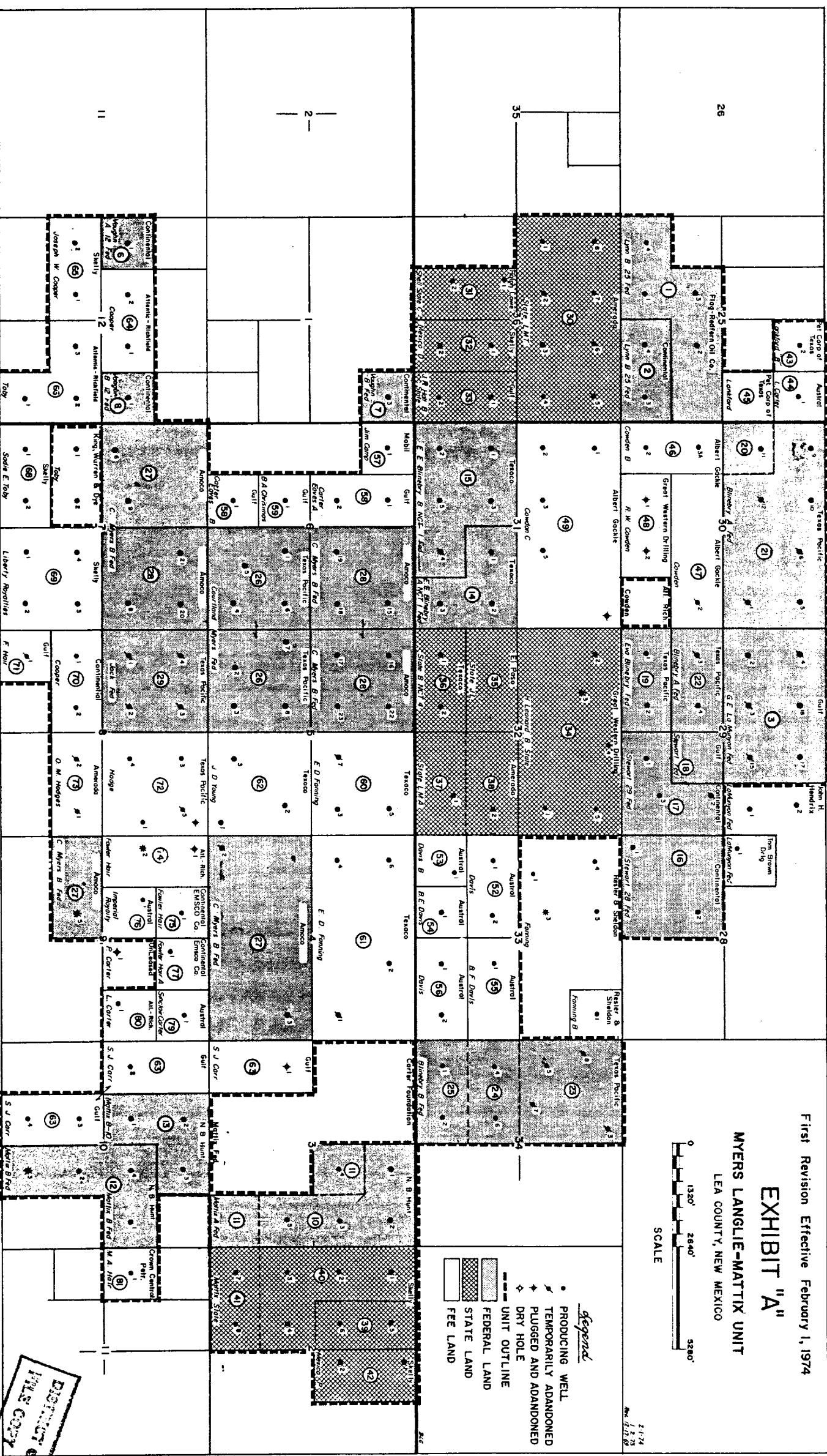
LEA COUNTY, NEW MEXICO



SCALE

2-1-74
1-2-75
4-12-80

- Legend*
- PRODUCING WELL
 - ✱ TEMPORARILY ABANDONED
 - ✧ PLUGGED AND ABANDONED
 - ◇ DRY HOLE
 - UNIT OUTLINE
 - ▨ FEDERAL LAND
 - ▩ STATE LAND
 - FEE LAND



DISTRICT CLERK
FILE COPY

EXHIBIT "B"

UNIT AGREEMENT

MYERS LANGLE-MATTIX UNIT

LEA COUNTY, NEW MEXICO

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record And Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
1	T23S - R36E Sec. 25: N/2 SE/4; E/2 SW/4 & SW/4 SW/4	200.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	Continental Oil Company - 1.25000% Chevron Oil Company 1.25000% Atlantic Richfield Company - 1.25000% Amoco Production Company - 1.25000% Ben Redman - 2.50000%	Flag-Redfern Oil Co. 100%
2	T23S - R36E Sec. 25: S/2 SE/4	80.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	None	Atlantic Richfield Company 25.00000% Chevron Oil Company 25.00000% Continental Oil Company 25.00000% Amoco Production Company 25.00000%
3	T23S - R37E Sec. 29: NW/4 & W/2 NE/4	240.00	LC-030187 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Bishop Whipple Schools - 0.05626% New Mexico Boys Ranch, Inc. 0.05626% Regents, University of New Mexico - 0.05626% Marie Jane Devoss - 0.28120% The Blanco Co. - 0.09375%	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
3	Cont'd.					Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Myrtle M. Olson - 0.09375%	
4	T23S - R37E Sec. 29: E/2 NE/4	80.00	LC-030187 H.B.P.	USA - All Step Scale 12.5%	James W. Rasmussen - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Bishop Whipple Schools - 0.05626% New Mexico Boys Ranch, Inc. - 0.05626% Regents University of New Mexico - 0.05626% Marie Jane Devoss - 0.28120% The Blanco Co. - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Gulf Oil Corporation - See Attach. #1 - Tract 4 Myrtle M. Olson - 0.09375%	John H. Hendrix - 45.00000% Michael L. Klein - 45.00000% Aubrey Kenyon - 10.00000%

(UNQUALIFIED TRACT)

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
5	T23S - R37E Sec. 28: SW/4 NW/4 (UNQUALIFIED TRACT)	40.00	LC-030187 H.B.P.	USA - All Step Scale 12.5%	Gulf Oil Corporation 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Bishop Whipple Schools - 0.05626% New Mexico Boys Ranch, Inc. - 0.05626% Regents University of New Mexico - 0.05626 Marie Jane Devoss, Joe E. Devoss, & James R. Devoss - 0.28120% The Blanco Co. - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Gulf Oil Corporation - See Attach. #1 - Tract 5 Myrtle M. Olson - 0.09375%	Tom Brown Drilling Company 18.75000% O. A. Bourg Drilling Company - 6.25000% R. DeChicchi's Estate - 25.00000% Northwestern University - 50.00000%
6	T24S - R36E Sec. 12: SW/4 NW/4	40.00	LC-030467(a) H.B.P.	USA - All Schedule C	Estate of Daniel Vaughan deceased 100%	See Attachment No. 1 - Tract 6	Atlantic Richfield Company 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
7	T24S - R36E Sec. 1: Lot 1	39.98	LC-030467(b) H.B.P.	USA - All Schedule D 12.5%	Estate of Daniel Vaughan, deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill - 1.25000%	Atlantic Richfield Company - 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%
8	T24S - R36E Sec. 12: SE/4 NE/4	40.00	LC-030467(b) H.B.P.	USA - All Schedule D	Estate of Daniel Vaughan deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill - 1.25000%	Atlantic Richfield Company - 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company - 25.00000% Amoco Production Company - 25.00000%
9	T24S - R37E Sec. 3: Lots 3 & 4 S/2 NW/4, E/2 SW/4, W/2 SE/4	319.01	LC-032339(a) H.B.P.	USA - All Schedule C	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Edith Huff Vesely - .16667% Lucretia E. Conlon - 1.08333% Jeanne E. Reeves - .50000% Ray E. Hubbard - .62500% G. E. Hubbard - .62500% W. W. Lechner - .62500% Lulu Snively Rush - .31250% Boyce Rush Davis - .15625% Ruth Rush Weaver - .15625% North Central Oil Corp. - .62500% Roger B. Owings - .12500% Mrs. Annie May Kavanaugh, Admx., of Estate of E. E. Jack, Dec.- 2.50000%	Carter Foundation Product- ion Company - 100%
(UNQUALIFIED TRACT)							
10	T24S - R37E Sec. 3: Lots 1 & 2 SE/4 NE/4, NE/4 SE/4	158.87	LC-032339(a) H.B.P.	USA - All Schedule C 12.5%	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lucille R. Jack - 0.51750% Annie May Kavanaugh - 0.54625%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
10 Cont'd.							
11	<u>T24S - R37E</u> Sec. 3: SW/4 NE/4, SE/4 SE/4	80.00	LC-032339(a)	USA - All Schedule C	Continental Oil Co. - 25%	Howard Bradley Jack Adm. & Heir at Law of Wm. Howard Jack - 0.51750%	
					Atlantic Richfield Co. - 25%	Mack Easley - 0.05750%	
					Amoco Production Co. - 25%	John Quinn - 0.05750%	
					Chevron Oil Co. - 25%	Dorothy Beaty Mitchell - 0.03593%	
						Virginia Mitchell Lee - 0.00719%	
						Charles S. Mitchell - 0.00719%	
						Dorothy Mitchell Latady - 0.00719%	
						The Catholic Church Exten- sion Society of the U.S.A. - 0.46000%	
						Howard Bradley Jack - 0.02875%	
						J. H. Daws - 0.05750%	
					Lucille R. Jack - 0.51750%		W. H. Hunt - 25.00000%
					Annie May Kavanaugh - 0.54625%		Lamar Hunt - 25.00000%
					Howard Bradley Jack Adm. & Heir At Law of Wm. Howard Jack - 0.51750%		N. B. Hunt - 50.00000%
					Mack Easley - 0.05750%		
					John Quinn - 0.05750%		
					Dorothy Beaty Mitchell - 0.03593%		
					Virginia Mitchell Lee - 0.00719%		
					Charles S. Mitchell - 0.00719%		
					Dorothy Mitchell Latady - 0.00719%		
					The Catholic Church Exten- sion Society of the U.S.A. - 0.46000%		

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
11 Cont'd.							
12	T24S - R37E Sec. 10: S/2 NE/4, W/2 SE/4	160.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	None Howard Bradley Jack - 0.54625% J. H. Daws - 0.05750%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
13	T24S - R37E Sec. 10: E/2 NW/4 NW/4 NE/4	120.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lula S. Rush - 8.20310% Charles M. Holland, Jr. - 5.46870% Boyce Rush Davis - 4.10160% Ruth Rush Weaver - 4.10160%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
14	T23S - R37E Sec. 31: N/2 SE/4 SE/4 SE/4	120.00	LC-032545(a) H.B.P.	USA - All Schedule C	Texaco Inc. - 100%	Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% Marshall & Winston Inc. - 0.75000% W. C. Stroube - 0.50000% John M. Loffland, Jr. - 0.75000% Albuquerque Nat'l. Bank, Tst. of Tr. of Frank A. Andrews - 0.46295% Marlee I Kyte - 0.50000% Selma E. Andrews, Agency #1335 - 0.53705% David Bond Kyte - 0.25000% Bank of Cal., NA Tst. under Declaration of Tst. dated Dec. 23, 1958 - 0.25000% Lillian H. Coll, Indv. & as Exrx. & Tst. U/W of M. W. Coll - 1.00000%	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
15	<u>T23S - R37E</u> Sec. 31: Lots 3 & 4 E/2 SW/4 SW/4 SE/4	195.96	LC-032545(b) H.B.P.	USA - All Schedule D	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
16	<u>T23S - R37E</u> Sec. 28: SW/4	160.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Bishop Whipple Schools - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/W of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1 - Tract 16 Myrtle M. Olson - 0.09373%	Continental Oil Company - 100.00000%
17	<u>T23S - R37E</u> Sec. 29: S/2 SE/4, NE/4 SE/4	120.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500%	Continental Oil Company 66.66666% T. J. Stivley - 33.33334%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
17 Cont'd.						Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Bishop Whipple Schools - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/W of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1 - Tract 17 Myrtle M. Olson - 0.09373%	
18	T236 - R37E Sec. 29: NW/4 SE/4	40.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston, Inc. - 0.12500% Elks National Foundation - 0.05620% Boys Club of America - 0.05620% Bishop Whipple Schools - 0.05630% New Mexico Boys' Ranch, Inc. - 0.05630% Regents University of New Mexico - 0.05620%	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
18 Cont'd.						Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Myrtle M. Olson - 0.09375%	
19	T23S - R37E Sec. 29: S/2 SW/4	80.00	LC-060824 H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Tst. for Frank A. Andrews decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Trustee - 0.25000% Lillian H. Coll, Indv. & as Exrx. & Tst. U/W of M. W. Coll- 1.00000% David Bond Kyte - 0.25000% Marlee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 1.00000% Texaco Inc. - sliding scale See Attach. #1-Tract 19	Texas Pacific Oil Company- 58.33334% Allied Chemical Corp. - 41.66666%
20	T23S - R37E Sec. 30: Lot 2	37.85	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Co. - 100%	Albuquerque Nat'l. Bank, Test. Tst. of Frank A. Andrews, decd. - 0.46295%	Texas Pacific Oil Company 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
20	Cont'd.					Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Mariee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000%	
21	T235 - R37E Sec. 30: Lot 1, E/2 NW/4, NE/4	277.81	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Co. - 100%	Albuquerque Nat'l. Bank, Tst. Tst. of Frank A. Andrews, decd.-0.46295% Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Mariee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000%	Texas Pacific Oil Company- 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
21	Cont'd.						
22	<u>T23S - R37E</u> Sec. 29: N/2 SW/4	80.00	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, . Test. Tst. of Frank A. Andrews, decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marilee I Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% W. C. Stroube - 0.50000% Texaco Inc. - sliding scale See Attach. #1-Tract 22	Texas Pacific Oil Company - 100.00000%
23	<u>T23S - R37E</u> Sec. 34: NW/4	160.00	LC-060825(b) H.B.P.	USA - All Schedule D 12.5%	Texas Pacific Oil Company 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Company - 100.00000%
24	<u>T23S - R37E</u> Sec. 34: N/2 SW/4	80.00	LC-060825(b) H.B.P.	USA - All Schedule D	Texas Pacific Oil Company 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Company - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
25	T23S - R37E Sec. 34: S/2 SW/4	80.00	LC-065722 H.B.P.	USA - All Schedule D	Texas Pacific Oil Co. - 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Co. - 50.00000% Atlantic Richfield Company 50.00000%
26	T24S - R37E Sec. 5: SW/4 Sec. 6: SE/4	320.00	NM-7488 H.B.P.	USA - All Schedule D	Ann Hughes Myers - 13.33333% Firm Royalties Inc. - 86.66667%	None	Texas Pacific Oil Co. - 100.00000%
27	T24S - R37E Sec. 4: S/2 Sec. 7: Lots 1 & 2 E/2 NW/4 Sec. 9: N/2 SW/4	556.23	NM-7488 H.B.P.	USA - All Schedule D	Amoco Production Company- 100%	None	Amoco Production Company - 100.00000%
28	T24S - R37E Sec. 5: Lots 3 & 4, S/2 NW/4 Sec. 6: Lots 1 & 2 S/2 NE/4 Sec. 7: NE/4	477.96	NM-7488 H.B.P.	USA - All Schedule D	Amoco Production Company- 100%	None	Amoco Production Company - 100.00000%
29	T24S - R37E Sec. 8: NW/4	160.00	NM-0321613 H.B.P.	USA - All Schedule D	Howard Bradley Jack, Adm. & Heir at Law of Wm. Howard Jack Abner B. Jack Annie May Kavanaugh Estate of Guy Jack Jr. Estate of Florence Jack Mays	Atlantic Richfield Company- 0.62500% Howard Bradley Jack, Adm. & Heir at Law of Wm. Howard Jack - 0.56250% Continental Oil Company- 0.62500% J. H. Daws - 0.06250% Mack Easley - 0.06250% John Quinn - 0.06250% Lucille R. Jack - 0.56250%	Texas Pacific Oil Co.- 30.00000% Herbert J. Schmitz - 20.00000% Frank D. Lortscher - 25.00000% Arlene S. Anthony - 8.33334% Charles T. Scott, Jr. - 8.33333% Robert C. Scott - 8.33333%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
29 Cont'd.							
						Charles S. Mitchell - 0.06250%	
						Amoco Production Company - 0.62500%	
						Chevron Oil Company 0.62500%	
						Catholic Church Extension Society - 0.50000%	
						Annie May Kavanaugh - 0.59375%	
						Howard Bradley Jack - 0.03125%	

Twenty-nine (29) Federal Tracts Totaling 4,543.67 Acres - 45.78614% of Unit Area

STATE LANDS

30	<u>T23S - R36E</u> Sec. 36: N/2	320.00	B-1431-3 Dec. 5, 1932 H.B.P.	State of New Mexico - All	Amerada Hess Corp. - 100%	None	Amerada Hess Corporation - 100.00000%
31	<u>T23S - R36E</u> Sec. 36: E/2 SW/4	80.00	B-1167-9 B-1167-10 Sept. 6, 1932 H.B.P.	State of New Mexico - All	Est. of Ralph Lowe - 100%	Shell Companies Foundation 6.25000% T. J. Brown, Ind. Exec. of Est. of Romualdo DeChiclis- 4.06250%	Est. of Ralph Lowe - 100.00000%
32	<u>T23S - R36E</u> Sec. 36: W/2 SE/4	80.00	B-7776 Sept. 10, 1938 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
33	<u>T23S - R36E</u> Sec. 36: E/2 SE/4	80.00	B-243-1 Sept. 10, 1931 H.B.P.	State of New Mexico - All	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
34	<u>T23S - R36E</u> Sec. 32: N/2	320.00	B-1732 Feb. 28, 1933 H.B.P.	State of New Mexico - All	Gulf Oil Corporation - 100%	Gulf Oil Corporation - 6.25000%	Great Western Drilling- 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
35	T23S - R37E Sec. 32: N/2 SW/4	80.00	B-1167-12 H.B.P.	State of New Mexico - All	Shell Oil Company - 100%	None	El Paso Natural Gas Co. - 100.00000%
36	T23S - R37E Sec. 32: S/2 SW/4	80.00	B-165-1 H.B.P.	State of New Mexico - All	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
-	T23S - R37E Sec. 32: S/2 SE/4	80.00	B-85-11 H.B.P.	State of New Mexico - All	Amerada Hess Corp. - 100%	None	Amerada Hess Corporation - 50.00000% Skelly Oil Company - 50.00000%
38	T23S - R37E Sec. 32: N/2 SE/4	80.00	B-1327 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Amerada Hess Corporation - 50.00000% Skelly Oil Company - 50.00000%
39	T24S - R37E Sec. 2: Lot 3, SE/4 NW/4	79.37	B-9974-3 H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	None	Skelly Oil Company - 100.00000%
40	T24S - R37E Sec. 2: Lot 4, SW/4 NW/4, N/2 SW/4	159.39	B-9974-Orig. Dec. 10, 1942 H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	None	Skelly Oil Company - 100.00000%
41	T24S - R37E Sec. 2: S/2 SW/4	80.00	B-9974-Orig. H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	Robert E. Stripling - 2.05078% James H. Steedman - 2.05078%	Skelly Oil Company - 100.00000%
42	T24S - R37E Sec. 2: Lot 2, SW/4 NE/4	79.35	B-9694 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%

Thirteen (13) State Tracts Totaling 1,598.11 Acres - 16.10401% of Unit Area

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
FEE LANDS							
43	T23S - R36E Sec. 25: NW/4 NE/4	40.00	Nov. 28, 1948	Atlantic Rich- field Co. - 5.85938% Olive Bell - 0.19531% Rosiland Burg- hardt -.097655% C. H. Crier - 0.19531% Central Bank & Tr. Des Moines, Gdn. of Est. of Mrs. Frank F. Faulk - 0.19531% Ollie Flower - .097655% Fluor Corporation - 3.12500% Ima Hays - 1.56250% W. C. Hentzler - 0.04883% G. Jinkins - 1.56250% Nina O. Lankford - 1.56250% Arne S. Maki - 0.19531% J. Hiram Moore - 0.04882% Fannie McIntire - 0.02442% Mary Margaret Parr - 0.02442%	Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 50.00000% Austral Oil Co., Inc. - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
43 Cont'd.							
				Tenie Stroll - 0.04833% F. R. Warn Est.- 0.19531% Annabel & R. R. Winingham - 1.56250%			
44	T23S - R36E Sec. 25: NE/4 NE/4	40.00	May 1, 1930	Jones-Robinson Co. - 8.33333% Anderson Carter- 1.04167% Powhatan Carter- Jr. - 1.04167% Effie Carter - 2.08333%	Shell Petroleum Corp. - 100%	Gulf Oil Corporation - sliding scale* Shell Companies Foundation- sliding scale* *See Attach. #1-Tract 44	Austral Oil Co. Inc. - 100.00000%
45	T23S - R36E Sec. 25: SE/4 NE/4	40.00	Nov. 28, 1948	Atlantic Richfield Co.-5.85938% Olive Bell - 0.13021% Rosiland Burghardt - .097655% J. E. Clark - 0.13021% Rosa B. Crew - 0.13021% C. H. Crler - 0.06511% Chas. A. Dore - 1.25000% Geo. R. Dunseath- 0.06510% Donald R. Wallace- 0.6510% Henry A. Felt - 0.09765% Ollie Flowers -.097655%	Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 25.00000% Austral Oil Company, Inc.- 56.00000% Chas. A. Dore - 10.00000% W. A. Pruett - 5.00000% Adele Combs Clough - 3.00000% Michael Clough - 1.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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45 Cont'd.

	Fluor Corporation-						
	3.12500%						
	Edward A. Gould -						
	0.13021%						
	Ima Hays - 0.52083%						
	First Nat'l. Bank of						
	Oregon, A/C J. A.						
	Haynes-0.03255%						
	Frank Haynes-0.16276%						
	Frank Haynes, Gdn. for						
	J. R. Haynes -						
	0.13021%						
	W. C. Hentzler-0.01628%						
	G. M. Jinkins-0.52083%						
	Adele Combs Clough -						
	0.37500%						
	Michael Clough -						
	0.12500%						
	Rose Kendall & Richard						
	W. Kendall, Exec. of						
	Est. of William J.						
	Kendall, dec.-0.09765%						
	Nina O. Lankford -						
	1.56250%						
	Arne S. Maki - 0.06511%						
	J. Hiram Moore-0.01628%						
	Fannle McIntire-0.00814%						
	Mary Margaret Parr -						
	0.00814%						
	W. A. Pruett-0.62500%						
	Mary Lee S. Reese -						
	0.03906%						
	Virginia Lee Saunders-						
	0.13021%						
	Woodlan Perry Saunders -						
	0.03906						
	George P. Senner-0.06510%						
	Mrs. S. S. Stinson -						
	1.04167%						
	Jenle Strohl-0.01628%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
45	Cont'd.			Superior Oil Co.- 3.87500% F. R. Warn Est. - 0.19531% W. Verde Watson - 0.05208% Annabel & R. R. Winingham - 0.52083%			
46	T23S - R37E Sec. 30: Lots 3 & 4	75.78		Chas. T. Bates, Gackle Oil Co. - 100% Jr.-0.46875% James R. Bates- 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates - 1.64062% Warren J. Bates - 0.46875% Louise W. Bradley & George R. Shaw, Co- Executors of the Estate of Edwin G. Bradley, dec. 0.19531% Don Cowden-.13017% Donna S. Cowden- .06513% Mary Cowden Indv. & as Extr. Est. of Rorle E. Cowden-.19530% William Leo Cowden - 0.19531% Catherine L. Dumraese - 3.51563% Thomas W. Ellison -.04883% Frost Nat'l. Bank of San Antonio, Tr. Acct. #983 - 0.19530%		Mobil Oil Corporation - 3.12500% General Crude Oil Company- 3.12500%	Clay Trusts #618-1, 2, & 3- 23.33333% Margaret B. Clay - 26.66667% George R. Bentley - 3.33333% Merchants Nat'l. Bank of Terre Haute, Tst. for John M. Bentley, dec.- 3.33333% Management Trust Company - 10.00000% Gackle Oil Company - 33.33334%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46 Cont'd.							
				Martha Watkins			
				Harris-0.06510%			
				Ima Hays-0.09766%			
				John Hendrix -			
				0.36621%			
				G. M. Jenkins -			
				0.19531%			
				R. E. King-0.29297%			
				Helen Magruder			
				Kolliker-0.14648%			
				Alvin Luskey-.09154%			
				David Luskey-.09154%			
				Gary Luskey-.09154%			
				Louis Luskey-.09154%			
				Mrs. Clyde W. Miller-			
				0.06510%			
				Fluor Corporation -			
				1.56250%			
				Fort Worth Nat'l. Bank,			
				Tst. for Roy S.			
				Magruder (Trust 1059)-			
				0.14648%			
				Myrtis Dean Watkins -			
				0.06510%			
				Annabel Wunningham-			
				0.09766%			
				Elizabeth Woolworth-			
				0.26042%			
				Ralph W. Wilson Indp.			
				Executor of the Est.			
				of May Woolworth-			
				0.32552%			
				First Nat'l. Bank of			
				Roswell, Tst. Under			
				Allie M. Lee Tr. of			
				1/1/66 - 0.29297%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46 Cont'd.				Shriners Hospital for Crippled Children - 0.09766%			
	T23S - R37E Sec. 30: N/2 SE/4, NE/4 SW/4	120.00		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.46875% James Ray Bates- 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates-1.64062% Warren J. Bates- 0.46875% Louise W. Bradley & Geo. R. Shaw Co-Executors of the Est. of Edwin G. Bradley, decd. - 0.19531% Don Cowden-.13017% Donna S. Cowden - .06513% Mary Cowden Indiv. & Extrx. Est. of Rorie E. Cowden-.19530% William Leo Cowden - 0.19531% Catherine L. Dumraese- 3.51563% Thomas W. Ellison - .04883% Frost Nat'l. Bank of San Antonio Tr. Acct. #983 - .19530%		J. C. Maxwell - 3.12500% J. E. Simmons - 3.12500%	Clay Trusts #618-1, 2, & 3- 14.16667% Margaret B. Clay-14.16667% W. J. Clay - 28.33333% Management Trust Company - 10.00000% Gackle Oil Company - 33.33333%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
47 Cont'd.							
				Martha Watkins			
				Harris-0.06510%			
				Ima Hays - 0.09766%			
				John Hendrix-.36621%			
				C. M. Jenkins -			
				0.19531%			
				R. E. King -			
				0.29297%			
				Helen Magruder			
				Kolliker-			
				0.14648%			
				Alvin Luskey -			
				.09154%			
				David Luskey -			
				.09154%			
				Gary Luskey -			
				.09154%			
				Louis Luskey -			
				.09154%			
				Mrs. Clyde W. Miller-			
				0.06510%			
				Fluor Corporation -			
				1.56250%			
				Fort Worth Nat'l.			
				Bank, Tst. for Roy			
				S. Magruder (Trust			
				1059)-0.14648%			
				Myrtis Dean Watkins-			
				0.06510%			
				Annabel Wmningham-			
				0.09766%			
				Elizabeth Woolworth-			
				0.26042%			
				Ralph W. Wilson, Indep.			
				Executor of Est. of May			
				Woolworth-0.32552%			
				First Nat'l. Bank of			
				Roswell, Tst. Under Allie M.			
				Lee Trust of 1/1/66-0.29297%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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47 Cont'd.

T23S - R37E		80.00	Nov. 25, 1927				
Sec. 30:	SE/4 SW/4, SW/4 SE/4			Chas. T. Bates, Jr.-0.46875%	Great Western Drilling Co. - 100%	J. C. Maxwell - 10.9375%	Great Western Drilling Co. 100.00000%

Shriners Hosp.
for Crippled
Children -
0.09766%

James Ray Bates-
0.46875%

K. C. Bates -
0.46875%

Theodocia G.

Bates-1.64062%

Warren J. Bates-
0.46875%

Louise W. Bradley &

Geo. R. Shaw Co-

Executors of Est.

of Edwin G. Bradley,
decd. - 0.19531%

Don Cowden-.13017%

Donna S. Cowden -
.06513%

Mary Cowden Indv. &

Extrk. Est. of

Rorie E. Cowden -
.19530%

William Leo Cowden -
0.19531%

Catherine L. Dumraese-
3.51563%

Thomas W. Ellison -
.04883%

Frost Nat'l. Bank of

San Antonio, Tr. Acct.

#983 - .19530%

Martha Wackins Harris -
0.06510%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
48 Cont'd.							
				Ima Hays-0.09766%			
				John Hendrix -			
				.36621%			
				G. M. Jenkins -			
				0.19531%			
				R. E. King -			
				0.29297%			
				Helen Magruder Kolliker-			
				0.14648%			
				Alvin Luskey -			
				.09154%			
				David Luskey -			
				.09154%			
				Gary Luskey -			
				.09154%			
				Louis Luskey -			
				.09154%			
				Mrs. Clyde W. Miller-			
				0.06510%			
				Fluor Corporation -			
				1.56250%			
				Fort Worth Nat'l. Bank,			
				Tst.-0.14648%			
				Myrtis Dean Watkins-			
				0.06510%			
				Annabel Winningham -			
				0.09766%			
				Elizabeth Woolworth-			
				0.26042%			
				Ralph W. Wilson, Indp.			
				Executor of Est. of			
				May Woolworth -			
				0.32552%			
				First Nat'l. Bank of			
				Roswell, Trustee -			
				0.29297%			
				Shriners Hospital for			
				Crippled Children -			
				0.09766%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
49	T23S - R37E Sec. 31: Lots 1 & 2, E/2 NW/4, NE/4	315.88		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.33854% James Ray Bates- 0.33854% K. C. Bates - 0.33854% Theodocia G. Bates- 1.18490% Warren J. Bates - 0.33854% Louise W. Bradley & Geo. R. Shaw, Co- Executors of Est. of Edwin G. Bradley decd. 0.19531% Don Cowden-.13017% Donna S. Cowden - .06513% Mary Cowden Indv. & Estr. Est. of Rorie E. Cowden-.19530% William Leo Cowden - 0.19531% Catherine L. Dumraese- 2.53906% Thomas W. Ellison - .04883% Frost Nat'l. Bank of San Antonio Trustee Acct. No. 983 - .19530% Martha Watkins Harris- 0.06510% Ima Hays - 0.09766% John Hendrix-.36621% G. M. Jenkins - 0.19531% R. E. King-0.29297%		See Attachment No. 1 - Tract 49	Cities Service Oil Company 25.00000% Austral Oil Company, Inc. 3.12500% Fluor Corporation - 3.12500% Clay Trusts #618-1, 2, & 3 19.47917% Margaret B. Clay-19.47917% Management Trust Company - 6.87500% Gackle Oil Company - 22.91666%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
49 Cont'd.							
				Helen Magruder			
				Kolliker -			
				0.14648%			
				Alvin Luskey -			
				.09154%			
				David Luskey -			
				.09154%			
				Gary Luskey -			
				.09154%			
				Louis Luskey -			
				.09154%			
				Mrs. Clyde W. Miller-			
				0.06510%			
				Fluor Corporation-			
				0.39063%			
				Fort Worth Nat'l. Bank,			
				Tst for Roy S.			
				Magruder (Trust 1059)-			
				0.14648			
				Myrtis Dean Watkins -			
				0.06510%			
				Annabel Wunningham -			
				0.09766%			
				Elizabeth Woolworth-			
				0.26042%			
				Ralph W. Wilson Indp.			
				Executor of Est. of			
				May Woolworth-0.32552%			
				First Nat'l. Bank of			
				Roswell, Tst, under			
				Allie M. Lee Trust of			
				1/1/66-0.29297%			
				Shriners Hospital for			
				Crippled Children-			
				0.09766%			
				Cities Service Oil			
				Company-3.12500%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
50	<u>T23S - R37E</u> Sec. 33: NW/4, W/2 NE/4, SE/4 NE/4	280.00	Sept. 27, 1933	Mary M. Stivalis Combs-0.52085% Gordon M. Cone- 1.04170% Betty Rae Stivalis Davls-0.52085% Mary Ann Deen- 0.05780% Edith E. Davls Fanning-5.20840% Alan Isern- 0.11610% Carolyn Isern- 0.11610 E. D. Isern- 0.23120% Edward Isern, Jr.- 0.05780% Marian Isern - 0.11560% Mabee Royalties, Inc.-2.34380% Bonnie H. Morrison- 0.34690% North Central Oil Corp.-1.04170% W. A. Yeager & J. M. Armstrong - 0.78120%	Resler & Sheldon - 100%	Gulf Oil Corporation - 6.25000%	Resler & Sheldon - 100.00000%

QUALIFIED TRACT)

51	<u>T23S - R37E</u> Sec. 33: NE/4 NE/4	40.00		Edith E. Davls Fanning- 14.06250% Mabee Royalties, Inc.-3.51563% W. A. Yeager & J. M. Armstrong- 1.17187%	Resler & Sheldon - 100%	None	Resler & Sheldon-100.00000
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(UNQUALIFIED TRACT)

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
52	T23S - R37E Sec. 33: N/2 SW/4	80.00		Geraldine Davis Walker - 0.03255% Pauline Davis Stone - 0.03255% Joyce D. Shurmon - 0.03256% Billy G. Davis - 0.03255% Marjorie Cone Kastman - .16378% S. E. Cone, Jr. - .16377% Katherine Cone Keck, Trust - .16378% Edith E. Davis Panning - 2.99479% Jennie D. Young - 2.99479% Mary Lee McInnis - 2.99479% J. G. Davis Est. - 1.71131% Minnie P. Gainer - 1.19792% James Forrest Pittman - .59896% Marshall Henry Pittman - .59896% Clinton Lowell Pittman - .59895% Charles L. Cobb - 0.01092% Owen W. McWhorter - 0.01092% Hubert E. Cone - 0.14038%	Austral Oil Company, Inc. - 100.00000%	None	Austral Oil Company, Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
52 Cont'd.				Adeline Cone- 0.44434%			
				Frank Bateman- 0.32288%			
				James L. Taylor- 0.33691%			
				C. M. Neal- 0.14038%			
				W. D. Girand, Jr.- 0.14038%			
				Polk Shelton- 0.01638%			
				Emmett Shelton- 0.01638%			
				Florence Louise Woods-0.32288%			
				North Central Oil Corp.-1.28348%			
				Lavena Howard, Indv. & Indept. Extrx. & Tst. of Est. of L. A. Howard - 0.01092%			
				Jerome T. Hanners, Adm. of Est. of G. T. Hanners-0.42114%			
53	T23S - R37E Sec. 33: SW/4 SW/4	40.00		Geraldine Davis Wakler- 0.03255%	Austral Oil Co. Inc.- 100.00000%	None	Austral Oil Co. Inc. - 100.00000%
				Pauline Davis Stone-0.03255%			
				Joyce Davis Shurmon-0.03256%			
				Billy G. Davis- 0.03255%			
				Marjorie Cone Kastman- 0.16378%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
53 Cont'd.							
				S. E. Cone, Jr.- 0.16377%			
				Katherine Cone Keck-0.16378%			
				Edith E. Davis Panning-2.99479%			
				Jennie D. Young- 2.99479%			
				Mary Lee McInnis 2.99479%			
				J. G. Davis Est.- 2.99479%			
				Minnie P. Gainer- 1.19792%			
				James Forrest Pitt- man - .59896%			
				Marshall Henry Pitt- man - .59896%			
				Clinton Lowell Pitt- man - .59896%			
				Charles L. Cobb - 0.01092%			
				Owen W. McWhorter- 0.01092%			
				Hubert E. Cone- 0.14038%			
				Adeline Cone-0.44434%			
				Frank Bateman - 0.32288%			
				James L. Taylor- 0.33691%			
				C. M. Neal-0.14038%			
				W. D. Girand, Jr.- 0.14038%			
				Polk Shelton-0.01638%			
				Emmett Shelton- 0.01638%			
				Florence Louise Woods-0.32288%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
53	Cont'd.			Lavena Howard, Indv. & Indept. Extrk. & Tst. of Est. of L. A. Howard-0.01092% Jerome T. Hanners, Adm. of Est. of G. T. Hanners-0.42114%			
54	T23S - R37E Sec. 33: SE/4 SW/4	40.00		North Central Oil Corp. - 0.89286% Minnie P. Garner- 1.19792% James Forrest Pitt- man - .59896% Marshall Henry Pitt- man - .59896% Clinton Lowell Pitt- man - .59896% Mary Lee McInnis- 2.08333% Edith E. Fanning- 2.08333% Magnolia Davis - 0.29762% Jerry Glynn Davis- 0.44643% Terry Wayne Davis- 0.44643% Mary E. Hanners - .29297% Jennie D. Young - 2.08333% Flora B. Davis - 0.09766% Joyce Davis Shurmon- 0.42318%	Austral Oil Co., Inc.- 100%	Genevieve Crabb - 2.57812% R. C. Crabb, Jr.- 0.85938% First Nat'l. Bank of Midland, Atty. in Fact for John Ed Crabb - 0.85938% Helen Crabb Selene,c/o First Nat'l. Bank of Midland - 0.85937% Paul L. Davis - 3.43750% Lionie Kemper- Sliding Scale* *See Attach. #1-Tract 54	Austral Oil Co., Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
54 Cont'd				Geraldine Davis Walker-0.42318% Billy G. Davis - 0.42317 Pauline Davis Stone-0.42318%			
55	T23S - R37E Sec. 33: N/2 SE/4	80.00		Frank Bateman- 0.22459% Charles L. Cobb- 0.00761% Mary M. Sivals Combs-0.52084% Gordon M. Cone- 1.04167% Hubert E. Cone- 0.09767% Adeline Z. Cone- 0.29620% Betty Rae Sivals Davis-0.52083% Jerry Glynn Davis- 0.44643% Magnolia Davis- 0.29762% Terry Wayne Davis- 0.44642% Mrs. T. E. Davis- 2.08334% Edith D. Fanning- 2.08334% W. D. Girand, Jr.- 0.09765% Mary E. Hanners- 0.29296% Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard-0.00761%	Austral Oil Co., Inc. - 100%	None	Austral Oil Co., Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage	
55 Cont'd.				Marjorie Cone Kastman, Gdn. of Est. of S. E. Cone-0.34178% Mary Lee McInnis- 2.08334% Owen W. McWhorter- 0.00761% C. M. Neal - 0.09766% North Central Oil Corp.-0.89285% Emmett Shelton- 0.01141% Polk Shelton - 0.01141% Joyce Davis Shurmon - 0.03255% James L. Taylor- 0.11718% C. F. Taylor & L. Taylor - 0.11719% Geraldine Walker- 0.03255% Florence Louise Woods-0.22459% Suspense-0.06510%				

56	T23S - R37E Sec. 33: S/2 SE/4	80.00		Frank Bateman- 0.22459% Charles L. Cobb- 0.00761% Mary M. Sivalis Combs-0.52084% Gordon M. Cone- 1.04167%	Austral Oil Co., Inc. - 50% Atlantic Richfield - 50%	Getty Oil Company - 10.93750%	Austral Oil Co., Inc. - 50.00000% Atlantic Richfield Company- 50.00000%
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
56	Con'd.			Hubert E. Cone- 0.09767%			
				Adeline Z. Cone- 0.29620%			
				Betty Rae Sivalis Davis-0.52083%			
				Jerry Glynn Davis- 0.44643%			
				Magnolia Davis-0.29762%			
				Terry Wayne Davis- 0.44642%			
				Mrs. T. E. Davis- 2.08334%			
				Edith D. Fanning- 2.08334%			
				W. D. Girand, Jr.- 0.09765%			
				Mary E. Hanners- 0.29296%			
				Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard - 0.00761%			
				Marjorie Cone Kastman Gdn. of Est. of S. E. Cone-0.34178%			
				Mary Lee McInnis- 2.08334%			
				Owen W. McWhorter- 0.00761%			
				C. M. Neal - 0.09766%			
				North Central Oil Corp.-0.89285%			
				Emmett Shelton- 0.01141%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
56 Cont'd.				Polk Shelton- 0.01141%			
				Joyce Davis			
				Shurmon-0.03255%			
				James L. Taylor- 0.11718%			
				C. F. Taylor & L. Taylor-0.11719%			
				Geraldine Walker- 0.03255%			
				Billy G. Davis - .03255%			
				Pauline Davis Stone- .03255%			
				Florence Louise Woods-0.22459%			
57	T24S - R37E Sec. 6: Lot 4	37.95	Feb. 16, 1950	Kelth Camp - 1.56250%	Mobil Oil Corporation - 100%	None	Mobil Oil Corporation - 50.00000%
				Nancy Dean Camp- 1.56250%			General Crude Oil Company- 18.75000%
				General Crude Oil Company-2.34375%			Cities Service Oil Company- 25.00000%
				Cities Service Oil Company - 3.12500%			Clara Dwyer Estate - 3.12500% (Suspense)
				Mobil Oil Corp.- 3.12500%			Gertrude C. Mitchell- 3.12500% (Suspense)
				Clara Dwyer Est.- 0.39062% (Suspense)			
				Gertrude C. Mitchell - 0.39063% (Suspense)			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
58	<u>T24S - R37E</u> Sec. 6: Lot 3; SE/4 NW/4; SE/4 SW/4	119.80	Dec. 17, 1942 Dec. 23, 1941	R. L. Summers- 2.08330% Effie Carter- 2.08330% Powhatan Carter, Jr.-1.04170% Anderson Carter- 1.04170% Fluor Corporation- 4.16670% Blanche McCallister- 2.08330%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 50.00000% Cities Service Oil Company- 33.33333% Blanche McCallister - 16.66667%
59	<u>T24S - R37E</u> Sec. 6: NE/4 SW/4	40.00	Nov. 16, 1943	Joyce Christmas Brown - 7.81250% B. A. Christmas, Jr.-1.56250% Joyce Ann Brown- 0.62500% B. A. Christmas, Jr., Trustee U/W of B. A. Christmas - 2.50000%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
60	<u>T24S - R37E</u> Sec. 5: Lots 1 & 2; S/2 NE/4	158.64	Aug. 3, 1926	Sabine Royalty Corp. - 3.12500% Edith Davis Fanning - 7.81250% Midwest Oil Corp.-1.56250%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
61	<u>T24S - R37E</u> Sec. 4: Lots 1, 2 3, & 4; S/2 N/2	317.64	Aug. 3, 1926	Midwest Oil Corp. - 1.56250%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.							
				Jerry Glynn Davis -			
				0.78125%			
				Edith Davis			
				Fanning -			
				1.02426%			
				Charles L. Cobb-			
				0.00765%			
				Terry Wayne Davis-			
				0.78125%			
				Jennie D. Young-			
				2.08333%			
				Owen W. McWhorter-			
				0.00765%			
				Mary Lee McInnis-			
				1.30208%			
				Hubert E. Cone -			
				0.09838%			
				Minnie P. Gainer -			
				1.19792%			
				James Forrest Pitt-			
				man - .59896%			
				Marshall Henry Pitt-			
				man - .59896%			
				Clinton Lowell Pitt-			
				man - .59896%			
				Geraldine Davis			
				Walker-0.09346%			
				Pauline Davis			
				Stone-0.09346%			
				Joyce Davis			
				Shurmon-0.09346%			
				Billie Davis-			
				0.09346%			
				Adeline Cone -			
				0.29845%			
				Frank Bateman-			
				0.22628%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.							
				James L. Taylor- 0.11806%			
				C. M. Neal - 0.09838%			
				W. D. Girand, Jr. 0.09838%			
				Polk Shelton - 0.01147%			
				Emmett Shelton- 0.01147%			
				Florence Louise Woods-0.24595%			
				Lavena Howard, Indp. Exrx. & Tr. of Est. of L. A. Howard - 0.00765%			
				Charley F. Taylor & Lenora Taylor JTWRS-0.11806%			
				Marjorie Cone Kastman-0.34434%			
				Mary E. Hanners- 0.29515%			
				Magnolia Davis - 0.52084%			
62	T24S - R37E Sec. 5: SE/4	160.00	Sept. 9, 1926	Continental Oil Co. - 0.50781% Wallace W. Irwin-0.78125% Jennie D. Young- 7.81250% Ralph W. Wilson Indp. Executor of Est. of May Woolworth - 0.65104%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
62 Cont'd.							
	Elizabeth Wool- worth-0.52083%						
	Scope Industries- 0.78125%						
	Republic Nat'l. Bank of Dallas, Trustee for A/C of Langdell Oil Co.-1.05469%						
	Myrtis Dean Watkins- 0.13021%						
	Mrs. Clyde W. Miller- 0.13021%						
	Martha Watkins Harris- 0.13021%						
63	T24S - R37E Sec. 3: W/2 SW/4 Sec. 10: W/2 NW/4, E/2 SW/4	240.00	April 29, 1926	Amerada Hess Corporation- 0.39060%	Gulf Oil Corporation - 100.00000%	None	Gulf Oil Corporation - 100.00000%
				Dorothy Gutman- 0.73240%			
				Max Gutman - 0.24410%			
				W. A. Yeager & J. M. Armstrong- 0.78120%			
				Harry Arledge- 0.04880%			
				Catherine L. Dumraese - 0.39060%			
				Helen B. Johnson & Erik A. Johnson as successors to Reginald H. Johnson, Charles G. Schlmer, & John D. Woodfin trustees of The Brewster Trust-0.39060%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
63 Cont'd.							
				Edith G. Socolow- 0.24420%			
				Theodocia G. Bates-0.18230%			
				Warren J. Bates- 0.05210%			
				Charles T. Bates, Jr.-0.05210%			
				Jule Levine Daniels, Indpt. Executrix of Est. of Tina Levine- 0.09770%			
				Kenneth C. Bates- 0.05210%			
				Lucille Chism Bates-0.1179%			
				Wilma Chism Lain- 0.1181%			
				Norma Chism McCarthy-0.1180%			
				Mary Louise Nommensen- 0.03660%			
				Mary Helen Seeton- 1.17190%			
				Scope Industries- 0.78130%			
				Joyce Christmas Brown-0.19530%			
				Alfred E. Gutman- 0.24410%			
				Deltex Royalty Co., Inc. - 0.39060%			
				Thomas J. Galbraith- 1.17190%			
				Effie Carter- 0.39070%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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63 Cont'd.

	Powhatan Carter, Jr. - 0.19530%						
	Anderson Carter - 0.19530%						
	B. A. Christmas, Jr.-0.09770%						
	Fluor Corporation- 0.78120%						
	James Ray Bates- 0.05210%						
	June D. Speight- 0.39060%						
	Thomas G. Voss, Successor Trustee U/W of F. Walter Voss, decd. - 0.39060%						
	Thomas G. Voss- 0.39060%						
	Jean Robertson- 0.39070%						
	Way Enterprises Inc.-0.39070%						
	Daniel L. Gutman, Tst. U/W of Max Gutman- 0.73240%						
	Mary Christmas - 0.02440%						
	B. A. Christmas, Jr. Gdn. of Bradford Ace Christmas - 0.02440%						
	B. A. Christmas, Jr., Gdn. of Candy Christmas- 0.02440%						
	B. A. Christmas, Jr., Gdn. of Helen Jane Christmas-0.02440%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
64	T24S - R36E Sec. 12: SW/4 NE/4, SE/4 NW/4	80.00		A. H. Fielder, Ind. Exec. of Est. of Ella F. Allen-0.09765% Lem B. Allen - 0.09765% Atlantic Richfield Co.- 1.17190% Cities Service Oil Company- 3.51560% Continental Oil Company - 0.39060% Venice Narramore-.390625% Virgie L. Sharp-.390625% Stella Sanders-.390625% Ernest L. Cooper-.390625% Frost Nat'l. Bank of San Antonio, Trustee A/C #747-0.03900% General Crude Oil Company - 4.68750% Helen Koenig Graves-0.00088% Dena Ida Koenig- 0.00175% Palmer E. Koenig- 0.00087% La Gloria Oil & Gas Company- 0.78130%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
65 Cont'd.							
	Continental Oil Company -						
	Venice Narramore-			0.39063%			
	Virgie L. Sharp-			.390625%			
	Stella Sanders -			.390625%			
	Ernest L. Cooper-			.390625%			
	Dena Ida Koenig, Indv. & as Extrx. of Est. of E. J. Koenig, decd.-0.00351%						
	La Gloria Oil & Gas Co.-0.78125%						
	Lasca Inc.-1.00000%						
	E. B. McKean (Suspense) 0.19531%						
	Elizabeth H. Penn, Trustee, Est. of Robert Lee Penn-0.09549%						
	Nancy Elizabeth Penson-0.09549%						
	John J. Reynolds - 5.25000%						
	Jack Stieren- 0.00407%						
	Mrs. Nora Walker- 0.00014%						
	Suspense-0.00013%						
	Lem B. Allen- 0.09765%						
	Ella Fulshear Allen-0.09766%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
65 Cont'd.							
	Nancy Elizabeth Penson-0.19104% First Nat'l. Bank In Dallas & Vera H. Long, Ind. Exec. of Frank O. Long, decd. (Suspense)- 0.00028% Royalty Roundup, Inc. 0.00047%						
66	T24S - R36E Sec. 12: N/2 SE/4, SE/4 SE/4	120.00		C. O. Boyd- 1.40630% Mabel Cooper- 0.46870% Mrs. Gladys J. Dean-0.04690% Fluor Corporation- 1.56250% Mary Lois Farrell- .04690% Helen Fletcher- .46870% Heritage Resources- 1.25000% Eula Holden- .04690% Catherine Ivy- 0.04690% Jack M. Johnston 0.46870% Billy Fred Kennedy- .0234% Odessa Lankford- 0.46870% Doris Kennedy Lille- 0.02340%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
66	Cont'd.			Petroleum Corp. of Texas - 1.66670% Winnie Mae Rhodes - .46880% Connie P. Russell- 0.04690% Johnnie R. Russell- 0.04690% Mildred Cotton- .02345% Dorothy Espinola- .02345% Rufus B. Russell- 0.02345% Jimmie Norton Russell - 0.02345% Thurman A. Russell- 0.04690% Walter B. Russell- 0.04690% Sun Oil Company- 3.33330% Delta Toby- 0.46870%			
67	T24S - R37E Sec. 7: Lot 3, NE/4 SW/4 (UNQUALIFIED TRACT)	78.11		Harold E. Bickford- 1.56250% Fannie B. Dore-0.62500% General Crude Oil Co. - 3.12500% M. L. Hunt - 0.29297%	King, Warren & Dye - 100%	Mobil Oil Corp.- 5.46875% General Crude Oil Co. - 5.46875%	Max A. Thurber, Dorothy E. King & J. Ed Warren, Ancillary Execs. of Est. of Carl B. King - 50.00000% J. E. Warren-25.00000% F. W. Dye Est. - 25.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
67 Cont'd.							
				Mobil Oil Corp.-			
				3.12500%			
				W. A. Pruett -			
				0.31250%			
				Wiser Oil Co.-			
				0.78125%			
				The Superior Oil			
				Co.-1.93750%			
				Texas Bank of			
				Commerce, N. A.			
				Indep. Executor			
				of the Est. of Frank			
				D. Jones, decd.-			
				0.25000%			
				Kenneth N.			
				Headley -			
				0.19531%			
				Marion L. Hunt, Ind.			
				Execut. of Est. of			
				Edalyn Hunt-0.29297%			
68							
	T24S - R37E	78.10		Harold E.	Skelly Oil Company -	None	Skelly Oil Company -
	Sec. 7: Lot 4, and			Bickford	100%		100.00000%
	SE/4, SW/4			1.56250%			
				Fannie B.			
				Dore-0.62500%			
				General Crude			
				Oil Co.-3.12500%			
				M. L. Hunt -			
				0.29297%			
				Mobil Oil Corp.-			
				3.12500%			
				W. A. Pruett-			
				0.31250%			
				Wiser Oil Co.-			
				0.78125%			
				Superior Oil			
				Co.-1.93750%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
68 Cont'd.				Texas Commerce Bank, N. A. Ind. Exec. of Est. of Frank D. Jones - 0.25000% Kenneth N. Headley- 0.19531% Marlon L. Hunt Ind. Execrx. of Est. of Edalyn Hunt-0.29297%			
69	T24S - R37E Sec. 7: SE/4	160.00		Rocket Oil & Gas Co. - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
70	T24S - R37E Sec. 8: N/2 SW/4	80.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	Eunice A. Cooper - 1.56250% J. W. Burrell- 0.39063% Fred Turner, Jr. Acct. #5-2.73437% Robert P. Moore- 1.56250% Mrs. Jimmie Cooper- 5.46875% Leona L. Stagner- 0.78125%	Continental Oil Company- 100%	Gulf Oil Corporation- 5.46875%	Continental Oil Company- 100.00000%
71	T24S - R37E Sec. 8: SW/4 SW/4	40.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	Fred Turner, Jr.-2.73440% Eunice A. Cooper- 1.56250% Mrs. Jimmie Cooper-5.46880% Robert P. Moore - 1.56250%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
71 Cont'd.							
T24S - R37E Sec. 8: NE/4	160.00			J. W. Burrell- 0.39060%			
				Leona Stagner- 0.78120%			
				Atlantic Rich- field Co.- (See Attach. #1-Tract 72)			
				Wilmerth Burgess - 0.78125%		Citiles Service Oil Company- sliding scale* *See Attach. #1-Tract 72	Texas Pacific Oil Company - 100.00000%
				Elizabeth Hamblin- 0.78125%			
				First Nat'l. Bank at Lubbock for Acct. of C. G. James-0.78125%			
				Howard Jennings - 0.78125%			
				Dora L. Saunders, Dora Lee Saunders Behn, Leland Lewis Fellows and T. T. Saunders, Jr., Jt. Executors of Est. of L. T. Lewis - 0.58594%			
				Nellie T. Lewis- 0.58594%			
				Nelcia Mounsey- 1.56250%			
				Virgil K. Reese- 0.39062%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
73	T24S - R37E Sec. 8: N/2 SE/4	80.00	Oct. 17, 1956	Atlantic Richfield Co.- 6.25000% Wilmirth Burgess- 0.78125% First Nat'l. Bank at Lubbock - 0.78125% Elizabeth Hannifin- 0.78125% Howard Jennings - 0.78125% Dora L. Saunders, Dora Lee Saunders Behn, Leland Lewis Fellows, T. T. Saunders, Jr., Jr. Executors of Est. of L. T. Lewis - 0.58594% Nellie T. Lewis - 0.58594% Nelcia Mounsey - 1.56250% Virgil K. Reeve - 0.39062%	Amerada Hess Corp. - 100%	None	Amerada Hess Corp. - 50.00000% Atlantic Richfield Company- 50.00000%
74	T24S - R37E Sec. 9: W/2 NW/4	80.00		Carmen Regis Buchanan- 0.66935% Easter Cruzan- 1.36719% Sidney Z. Hays- 1.04167% Martha Maxine Keymer-1.04166% E. Ray Phelps- 0.01425%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
74 Cont'd.							
				E. R. Polhamus- 0.97655%			
				Kathryn D. Sparr- 1.04167%			
				Martha Ellen Whitsett- 3.12500%			
				Wood Oil Co.- 3.12500%			
				Edna L. Polhamus Young-0.09766%			
75	T24S - R37E Sec. 9: NE/4 NW/4	40.00		Martha M. Hays Keymer- 1.56250%	Continental-Emsco Company- 100%	None	Continental-Emsco Company- 87.5%
				Sidney Z. Hays 1.56250%			R. L. Summers - 12.5%
				Martha Ellen Hays-4.68750%			
				Kathryn D. Sparr- 1.56250%			
				Elinor H. Polhamus- 1.46484%			
				Edna Polhamus Young-0.14649%			
				Carmen Regis Buchanan - 0.83008%			
				Easter Cruzan- 2.05078%			
				Wood Oil Co.- 4.68750%			
				E. Ray Phelps- 0.19531%			
76	T24S - R37E Sec. 9: SE/4 NW/4	40.00		Bertha S. Adkins - 0.31250%	Ralph L. Clarke - 100%	None	Austral Oil Co., Inc. - 100.000000%

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
76 Cont'd.							
	Andrew Oil & Gas Royalties, Inc.-0.31250%						
	Donald B. Baer-0.62500%						
	Leon S. Bennett-.62500%						
	American Baptist Foreign Mission Society-0.31250%						
	John H. Costello-0.62500%						
	Kirby Petroleum Co.-3.12500%						
	Richard A. Loweth Adm. of Est. of Alfred R. Loweth-0.31250%						
	Promco Inc.-.41667%						
	John L. Pratt III -0.20833%						
	St. Mary's Church, Ticonderoga, N.Y.-0.93750%						
	Warren E. Shaw & Henning A. Johnson, Co-Exec. of Est. of Sara F. Shaw-0.31250%						
	Henry F. Smith, Adm. of Est. of F. Page Bearse-0.31250%						
	Hazel T. Stines-0.31250%						
	A. K. Stubbs-0.62500%						
	Suspense, decd., Paul Elwood Middleton & Sophie Walther Middleton - 0.62500%						

<u>Tr. No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
76	Cont'd.			Suspense-Walter Adams-0.31250% Suspense, decd., G. William Ward- 0.15625% Suspense, (G. William Ward, decd.) G. William Ward & L. Atwood Bennett, Tst. for Thomas Ward - 0.15625% Suspense, Christian R. Martin, decd.-0.62500% Frances Grier Wakefield- 0.41667% David D. Wakefield-0.10417% Robert W. Wakefield- 0.10416% Frank S. Walker-0.62500%			
77	<u>T24S - R37E</u> Sec. 9: NW/4 NE/4	40.00		Carmen Regis Buchanan- 1.09863% Easter Cruzan- 3.51563% E. R. Polhamus- 2.92969% Wood Oil Co.- 9.37500% Edna Polhamus Young-0.65918% E. R. Polhamus, Easter Cruzan & Carmen Regis Buchanan-1.17187%	Continental-Emsco Company - 100%	None	Continental-Emsco Company- 87.5% R. L. Summers - 12.5%
78	<u>T24S - R37E</u> Sec. 9: SW/4 NE/4	40.00		Jones-Robinson Co.- 8.33333%			Unleased

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
78 Cont'd.							
79	<u>T24S - R37E</u> Sec. 9: NE/4 NE/4	40.00		Effie Anderson Carter- 2.08333%	Austral Oil Co., Inc. - 100%	Atlantic Richfield Company - 5.46875%	Austral Oil Co., Inc. - 100.00000%
				Powhatan Carter, Jr.-1.04167%			
				Anderson Carter-1.04167%			
				Jones-Robinson Company - 8.33333%			
				Effie Anderson Carter- 2.08333%			
80	<u>T24S - R37E</u> Sec. 9: SE/4 NE/4	40.00		Powhatan Carter, Jr.-1.04167%	Atlantic Richfield Company- 100%	Atlantic Richfield Company - 100.00000%	Atlantic Richfield Company- 100.00000%
				Anderson Carter-1.04167%			
				Effie Carter-2.08333%			
				Jones-Robinson Company - 8.33333%			
				Effie Carter-2.08333%			
81	<u>T24S - R37E</u> Sec. 11: SW/4 NW/4	40.00	May 24, 1926	Powhatan Carter, Jr.-1.04167%	Crown Central Petroleum Corp. - 100%	None	Crown Central Petroleum Corp. - 100.00000%
				Anderson Carter-1.04167%			
				Effie Carter-2.08333%			
				Jones-Robinson Company - 8.33333%			
				Effie Carter-2.08333%			
81	<u>T24S - R37E</u> Sec. 11: SW/4 NW/4	40.00	May 24, 1926	Atlantic Richfield - 0.23148%	Crown Central Petroleum Corp. - 100%	None	Crown Central Petroleum Corp. - 100.00000%
				L. C. Ritts-1.50462%			
				Archie D. Smith, Jr., Trustee for Archie D. Smith & Clarabelle B. Smith 1.50462%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of R-record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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81 Cont'd.

				Kenneth C. Bates- 0.10417%			
				Theodora G. Bates- 0.36458%			
				Warren J. Bates- 0.10417%			
				Charles T. Bates, Jr.-0.10417%			
				James Ray Bates- 0.10416%			
				I. J. Underwood- 0.43403%			
				Mrs. Catherine L. Dumraese - 0.78125%			
				O. W. Skirvin- 0.43403%			
				Odella N. Clark- 0.24306%			
				Rocket Oil & Gas Company - 1.56250			
				James Henry Bearly - 0.04774%			
				Elizabeth Bearly Dudley-0.04774%			
				Judd Moore-0.04774%			
				Ione Bearly Atkins- 0.04775%			
				Wachovia Bank & Trust Co., Trustee For Richard C. Allen & Lillian Allen-0.43403%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
81 Cont'd.							
82	T23S - R37E Sec. 30: SE/4 SE/4	40.00		The Chase Manhattan Bank (Argo Prod. Pmt.)-4.39816%			
(UNQUALIFIED TRACT)							
				Charles T. Bates, Jr.-.46880%	Atlantic Richfield Co.- 100%	J. C. Maxwell - 21.87500%	Atlantic Richfield Co. - 100.00000%
				James Ray Bates-.46880%			
				Kenneth C. Bates-.46880%			
				Theodocia G. Bates-1.64070%			
				Warren J. Bates-.46880%			
				Edwin G. Bradley-.19530%			
				Don R. Cowden - .13017%			
				Donna S. Cowden-.06513%			
				Mary Cowden, Indiv. & Extr. Est. of Rorie Emmitt Cowden-.19530%			
				William Leo Cowden-.19530%			
				Catherine L. Dumraese-3.51560%			
				Fort Worth Nat'l. Bank Trustee Under Will of Roy S. Magruder, decd.-.14650%			
				Mrs. Martha W. Harris-.08680%			
				Ima Hays -.09760%			
				G. M. Jinkins-.19530%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
82 Cont'd.							
	R. H. Johnson, C. G. Schirmer & J. D. Woodfin, Trustees for Brewster Trust-			.78130%			
	Robert E. King No. 2-			.29300%			
	Frost Nat'l. Bank of San Antonio-			.19530%			
	Mrs. Helen Magruder Kolliker-.14650%						
	Mrs. Clyde W. Miller-			.08680%			
	The First Nat'l. Bank of Roswell Trustee of Allie M. Lee						
	Trust-.29295%						
	Shriners Hospital for Crippled						
	Children-.09765%						
	Myrtis Dean Watkins-			.08680%			
	Annabel Winningham-			.09760%			
	Elizabeth Woolworth-			.13020%			
	May Woolworth-.13020%						
	May Woolworth, Attorney-						
	In-Fact for Mrs. J. E. Watkins, L. Woolworth, & E. Woolworth -			.26040%			
	Fluor Corporation -			1.56250%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
Forty (40) Fee Tracts totaling 3,781.90 acres - 38.10985% of Unit Area							
	Federal Lands	4,543.67 Acres			45.78614% of Unit Area		
	State Lands	1,598.11 Acres			16.10401% of Unit Area		
	Fee Lands	3,781.90 Acres			38.10985% of Unit Area		
	TOTAL	9,923.68 Acres			100.00000% of Unit Area		

Tract 49

When daily average oil production per well per day is less than 30 barrels.

Chas T. Bates, Jr.	.0008464
James Ray Bates	.0008464
K. C. Bates	.0008464
Theodocia G. Bates	.0029622
Warren J. Bates	.0008464
Catherine L. Dumraese	.0126953
Martha Watkins Harris	.0001628
R. E. King	.0007325
Helen Magruder Kolliker	.0015869
Mrs. Clyde W. Miller	.0001628
The Fort Worth National Bank, Trustee	.0015869
Myrtis Dean Watkins	.0001628
Elizabeth Woolworth	.0006510
May Woolworth	.0008138

When daily average oil production per well per day is 30 barrels or more.

Chas. T. Bates, Jr.	.0016928
James Ray Bates	.0016928
K. C. Bates	.0016928
Theodocia G. Bates	.0059244
Warren J. Bates	.0016928
Catherine L. Dumraese	.0126953
Martha Watkins Harris	.0003256
R. E. King	.0007325
Helen Magruder Kolliker	.0031738
Mrs. Clyde W. Miller	.0003256
The Fort Worth National Bank, Trustee	.0031738
Myrtis Dean Watkins	.0003256
Elizabeth Woolworth	.0013020
May Woolworth	.0016276

Tract 54

Lonnie Kemper override is as follows:

<u>When daily avg. oil prod. per well is</u>	<u>The ownership is -</u>
60-200 barrels	1/8
25-60 barrels	1/16
Less than 25 barrels	1/32

Tract 72

Cities Service override is as follows:

<u>When daily avg. oil prod. per well per day is -</u>	<u>The ownership is -</u>
40 barrels or more	1/16 of 7/8 separately or 1/8 comb.
25-40 barrels	3/64 of 7/8 separately or 3/32 comb.
Not more than 25 barrels	1/32 of 7/8 separately or 1/16 comb.

Override on all gas that may be produced is 1/16 of 7/8 separately or 1/8 of 7/8 combined.

Atlantic Richfield's basic royalty interest is as follows:

<u>When Daily Avg. Oil Prod. Per Well Per Day is -</u>	<u>The Ownership is -</u>
40 Barrels or More	15/128
25-40 Barrels	53/512
Not more than 25 Barrels	23/256

FIRST REVISION - EFFECTIVE FEBRUARY 1, 1974
ATTACHMENT NO. 1
TO EXHIBIT "B"
UNIT AGREEMENT
MYERS LANGLEIE-MATTIX UNIT, LEA COUNTY, NEW MEXICO

Schedule of sliding scale overriding royalty interests:

Tract 4

Gulf's ORRI of 12.5%, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less, or when gas production is 500 MCF or less.

Tract 5

Gulf has an ORRI of 12.5% on primary production and 25% on secondary production, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less.

Tract 6

<u>Overriding Royalty Owner</u>	<u>Percentage (%)</u>	
	<u>7½% *</u>	<u>5% **</u>
Marshall & Winston, Inc.	0.50000	0.33334
Southland Royalty Co.	0.75000	0.50000
Mr. J. B. Bockman	1.62500	1.08333
Ms. Selma E. Andrews	0.80557	0.53705
Frank Andrews Trust	0.69443	0.46295
Sabine Royalty Corporation	0.50000	0.33333
Ms. Evelyn Stump Hill	1.62500	1.08333
Fluor Corporation	<u>1.00000</u>	<u>0.66667</u>
	7.50000	5.00000

* During the period or periods when the average production per well per day is more than 15 barrels on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

** During the period or periods when the average production per well per day is 15 barrels or less on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

Tracts 16 and 17

Gulf's ORRI is 5% when average production/well/day is over 15 barrels or 500 MCF, reducible to 3.125% when production falls below such amounts.

Tracts 19 and 22

Texaco's ORRI is 1/16 when daily average oil production is 40 barrels or less, 3/32 when daily average oil production is more than 40 barrels but not more than 60 barrels and 1/8 when daily average oil production is more than 60 barrels. Override to be calculated on production from the SW/4 Section 29-23S-37E, which covers both Tracts 19 and 22. Texaco's override on gas is 1/8 of all gas produced from same quarter section.

Tract 44

Gulf and Shell overrides are as follows:

<u>When daily avg. oil prod. per well per day is -</u>	<u>The ownership is -</u>
150 barrels or more	1/8 separately or 1/4 combined
75-150 barrels	1/16 separately or 1/8 combined
55-75 barrels	3/64 separately or 3/32 combined
10-55 barrels	1/32 separately or 1/16 combined
Not more than 10 barrels	1/64 separately or 1/32 combined

Override on gas is 1/8 of 8/8 of gas and casinghead gas.

FIRST REVISION - EFFECTIVE FEBRUARY 1, 1974

EXHIBIT "C"

UNIT AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

SCHEDULE OF TRACT PARTICIPATION

Tract No.	Tract Participation (%)	
	Phase I	Phase II
1	2.62347	1.24194
2	1.07701	0.59930
3	1.67778	4.22935
6	0.29098	0.65214
7	1.52929	1.09040
8	0.43647	0.36642
10	1.13205	2.17318
11	0.29371	0.33919
12	0.42176	2.10449
13	2.62783	1.69145
14	2.03279	1.56762
15	3.67242	4.17934
16	0.63645	0.41575
17	0.62120	1.21405
18	0.0	0.34116
19	1.55980	2.53381
20	0.57624	0.15872
21	1.37399	3.12878
22	1.09854	2.03336
23	0.0	0.31429
24	1.77150	0.30937
25	0.57788	0.93127
26	5.93516	3.45232
27	0.55009	2.67745
28	5.36001	2.22723
29	0.0	1.03913
30	6.15013	5.72008
31	0.80538	0.60534
32	2.81310	1.24425
33	2.45428	2.45027
34	3.13405	2.61646
35	0.0	0.09069
36	0.59777	0.33634
37	1.10698	0.77335
38	0.00381	0.15898
39	1.15739	0.95786
40	3.88875	2.73811
41	0.36972	0.39603
42	0.34139	0.28262
43	0.68713	0.27193
44	0.89665	1.31102
45	0.0	0.02221
46	0.91708	0.46044
47	0.0	0.06662
48	0.0	0.04652
49	3.43975	3.34579
52	1.23640	0.68210
53	0.57379	0.31554
54	0.21715	0.27285
55	0.50159	0.24012
56	0.98275	1.16924
57	1.82736	1.39798
58	1.89193	0.87082
59	3.02480	1.45856
60	0.96912	1.40823
61	0.80810	1.12484
62	1.47616	2.12501
63	0.24330	2.13952
64	0.0	1.52373
65	1.88130	1.94111

Tract No.	Tract Participation (%)	
	Phase I	Phase II
66	3.44356	4.48140
68	1.08383	3.91700
69	1.86904	2.37740
70	0.0	0.28006
71	0.0	0.30204
72	6.38853	1.88278
73	0.0	0.59930
74	0.0	1.07696
75	1.44156	0.51651
76	1.33121	0.76280
77	0.0	0.18604
79	0.88684	0.39262
80	0.54600	0.72234
81	0.73590	0.92668
TOTAL	100.00000	100.00000

UNIT OPERATING AGREEMENT

FOR THE DEVELOPMENT AND OPERATION

OF THE

MYERS LANGLIE-MATTIX UNIT

LEA COUNTY, NEW MEXICO

CO	6937	11
CO	Stet	
Rec'd Date	8/5/80	

UNIT OPERATING AGREEMENT

MYERS LANGLEIE-MATTIX UNIT LEA COUNTY, NEW MEXICO

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UNIT OPERATING AGREEMENT

MYERS LANGLIE-MATTIX UNIT

LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the first day of January, 1973, by and between the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

W I T N E S S E T H:

WHEREAS, the parties hereto as Working Interest Owners have executed, as of the date hereof, an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for the development and operation of the Unit Area;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE 1

CONFIRMATION OF UNIT AGREEMENT

1.1 Confirmation of Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of this agreement. The definitions in the Unit Agreement are adopted for all purposes of this agreement. If there is any conflict between the Unit Agreement and this agreement, the Unit Agreement shall govern.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein and made a part hereof.

2.1.1 Exhibits A, B & C of the Unit Agreement are incorporated herein by reference.

2.1.2 Exhibit D attached hereto, is a schedule showing the Unit Participations of each Working Interest Owner for Phase I and Phase II of Unit Operations. Exhibit D or a revision thereof, shall not be conclusive as to the information therein except it

shall be used as showing the Unit Participations of the Working Interest Owners for purposes of this agreement until shown to be in error or revised as herein authorized.

2.1.3 Exhibit E, attached hereto, is the Accounting Procedure applicable to the development and operation of the Unit Area; in the event of conflict between this agreement and Exhibit E, this agreement shall prevail.

2.1.4 Exhibit F, attached hereto are the assessments which may be made against the working interest owners of certain non-usable wells listed thereon as provided in Article 10. In the event the tracts for any of the wells listed in Exhibit "F" fail to qualify for inclusion in the Unit on the effective date hereof, Exhibit "F" shall be revised to delete each such well and its assessment.

2.2 Revision of Exhibits. Whenever Exhibits A, B or C are revised, Exhibit D shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit D from time to time as required to conform to changes in ownership of which Unit Operator has been notified as provided in the Unit Agreement.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Over-all Supervision. Working Interest Owners shall exercise over-all supervision and control of all matters pertaining to unit operations pursuant to this agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely in its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 Specific Authorities and Duties. The matters with respect to which the Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including any type of pressure maintenance, secondary recovery, or other recovery program to be employed.

3.2.2 Drilling of Wells. The drilling of any well within the Unit Area whether for production of Unitized Substances, for use as an injection well, or for other purposes.

3.2.3 Well Recompletions and Change of Status. The recompletion, abandonment, or change of status of any well, or the use of any well for in-

jection or for other purposes.

3.2.4 Expenditures. The making of any single expenditure in excess of Fifteen Thousand Dollars (\$15,000.00); provided that, approval by Working Interest Owners of the drilling, reworking, deepening, or plugging back of any well shall include approval of all necessary expenditures required therefor, and for completing, testing, and equipping the same, including necessary flow lines, separators, and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus Unit equipment, if the current list price of new equipment similar thereto is Three Thousand and Five Hundred Dollars (\$3,500.00) or more.

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; provided that, such designation shall not prevent any Working Interest Owner at its own expense from appearing in person or from designating another representative in its own behalf.

3.2.7 Audits. The auditing of the accounts of Unit Operator pertaining to unit operations hereunder; provided that, the audits shall:

- (a) not be conducted more than once each year except upon the resignation or removal of Unit Operator.
- (b) be made at the expense of all Working Interest Owners other than the Working Interest Owner designated as Unit Operator; and
- (c) be made upon not less than thirty (30) days' written notice to Unit Operator.

3.2.8 Inventories. The taking of periodic inventories under the terms of Exhibit E.

3.2.9 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit E.

3.2.10 Assignments to Committees. The appointment of committees to study any problems in connection with Unit Operations.

3.2.11 Removal of Unit Operator and the Selection of a Successor.

- 3.2.12 Enlargement of the Unit Area.
- 3.2.13 Adjustment and Readjustment of Investments.
- 3.2.14 Termination of the Unit Agreement.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall in writing inform Unit Operator of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of the Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one or more Working Interest Owners having a total Unit Participation of not less than ten percent (10%). No meeting shall be called on less than fourteen (14) days' advance written notice, with agenda for the meeting attached. Working Interest Owners who attend the meeting shall not be prevented from amending items included in the agenda or from deciding the amended item or other items presented at the meeting. The representative of Unit Operator shall be chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its Unit Participation in effect at the time such vote is taken.

4.3.2 Vote Required. Except as may otherwise be provided herein or in the Unit Agreement, Working Interest Owners shall act upon and determine all matters coming before them by the affirmative vote of three (3) or more Working Interest Owners having a combined Voting Interest of at least sixty-five percent (65%), provided that, should any one Working Interest Owner own more than thirty-five percent (35%) Voting Interest, its negative vote or failure to vote shall not defeat a motion and such motion shall pass if such motion is approved by a majority of the Voting Interest, and such affirmative vote shall be controlling on all parties.

4.3.3 Vote at Meeting by Non-attending Working Interest Owners. Any Working Interest Owner not represented at a meeting may vote on any item included in the agenda of the meeting by letter or telegram addressed to the chairman of the meeting provided such vote is received prior to the submission of such item to vote. Such vote shall not be counted with respect to any item on the agenda which is amended at the meeting.

4.3.4 Poll Votes. Working Interest Owners may vote on and decide, by letter or telegram, any matter submitted in writing to Working Interest Owners, if no meeting is requested, as provided in Section 4.2, within ten (10) days after the proposal is sent to Working Interest Owners. Unit Operator will give prompt notice of the results of the voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners severally reserve to themselves all their rights, except as otherwise provided in this agreement and the Unit Agreement.

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 Access to Unit Area. Access to the Unit Area at all reasonable times to inspect Unit operations, all wells, and the records and data pertaining thereto.

5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged to the Working Interest Owner who requests the information.

ARTICLE 6

UNIT OPERATOR

6.1 Unit Operator. SKELLY OIL COMPANY is hereby designated as Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign or be removed at any time under procedures prescribed in Section 7 of the Unit Agreement.

6.3 Selection of Successor. Upon the resignation or removal of a Unit Operator, a successor Unit Operator shall be selected by Working Interest Owners in the manner prescribed in Section 8 of the Unit Agreement.

ARTICLE 7

AUTHORITIES AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in the exercise of its best judgment, considers important. Unit Operator shall not be liable to Working Interest Owners for damages, unless such damages result from its gross negligence or willful misconduct.

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area free from all liens and encumbrances occasioned by Unit Operations, except the lien as outlined in Section 11.5.

7.4 Employees. The number of employees used by Unit Operator in conducting unit operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5 Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations hereunder and shall permit any party hereto to examine all records of same at any reasonable time.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to Working Interest Owners periodic reports of Unit Operations as prescribed by the Working Interest Owners.

7.7 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to

make as Unit Operator.

7.8 Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon written request, a copy of the log and other engineering and geological data pertaining to wells drilled for Unit Operations.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of Fifteen Thousand Dollars (\$15,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.10 Wells Drilled by Unit Operator. All wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment under terms and conditions approved by Working Interest Owners.

ARTICLE 8

TAXES

8.1 Ad Valorem Taxes. Unit Operator shall, beginning with the first calendar year after the effective date hereof, make and file for ad valorem tax purposes all necessary renditions and returns with the proper taxing authorities or governmental subdivisions covering all real and personal property of each Working Interest Owner within the unitized land and used or held by Unit Operator in connection with the development and operation of the Unitized Formation. Any Working Interest Owner dissatisfied with any proposed rendition or assessment of its interest in real or personal property, shall have the right, at its own expense, to protest and resist the same. All such ad valorem taxes due and payable on account of real and personal property of each Working Interest Owner in, on and under the unitized land which is used in connection with Unit Operations shall be paid by Unit Operator for the joint account in the same manner as other costs and expenses of Unit Operations; provided, that if the interest of a Working Interest Owner is subject to separately assessed overriding royalty interest, production payment, or other interest in excess of 1/8th royalty, such Working Interest Owner shall be given credit for the reduction in taxes paid resulting therefrom.

8.2 Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or in respect to the production or handling of its share of Unitized Substances.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, at all times while conducting operations hereunder, shall purchase or provide protection for the benefit of the parties hereto, comparable to that afforded under standard form policies of insurance as follows:

- (1) Workmen's Compensation and Employers' Liability insurance providing benefits in accordance with the laws of the State of New Mexico.
- (2) General Public Liability insurance with Bodily Injury limits of \$100,000 per person and \$300,000 per accident and a Property Damage limit of \$100,000 per accident.
- (3) Automobile Public Liability Insurance with Bodily Injury limits of \$100,000 per person and \$300,000 per accident and a Property Damage limit of \$50,000.

Unit Operator shall charge the joint account an amount not to exceed the premium applicable to the protection provided in Paragraphs 1 and 2 above.

Unit Operator shall not provide any other kinds of insurance for the benefit of the parties hereto except with mutual written consent of the parties.

Insurance requirements for contractors or sub-contractors shall be left to the judgment of Unit Operator.

Should Skelly Oil Company cease to be Unit Operator hereunder, any new Unit Operator shall carry Workmen's Compensation Insurance and General Public Liability and Automobile Public Liability and Property Damage Insurance with limits as above specified or as mutually agreed upon by the parties hereto.

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon execution of this agreement by the respective Working Interest Owners, each elects that its wells as shown on Exhibit "A" are hereby committed to the Unit. Upon the effective

date hereof, but subject to Article 12 and the other provisions of this Article 10, said Working Interest Owners shall deliver to Unit Operator the following:

10.1.1 Wells and Casing. All those wells shown on Exhibit "A" in Usable Condition together with that portion of all wells completed or to be completed by the Unit Operator in the Unitized Formation, which are used or usable in whole or in part for production of Unitized Substances or for injection or other purposes together with the casing therein above the base of the Unitized Formation. In dual completion wells, Unit Operator shall take over an undivided one-half interest in the casing to the base of the Unitized Formation where the Unitized Formation lies above the other formation in which the well is completed. Where the other formation in which the well is completed lies above the Unitized Formation, Unit Operator shall take over an undivided one-half interest in the casing to the base of the other formation and a full interest below said point.

10.1.2 Well and Lease Equipment. The tubing in each such well, the wellhead connections thereon, and all other lease and operating equipment that is used in the operation of such wells and which the Working Interest Owners then determine may be necessary or desirable for conducting Unit Operations.

10.1.3 Records. A copy of all production and well records that pertain to such delivered wells.

10.2 Assessment in Lieu of Usable Well. Each of the Working Interest Owners named in Exhibit "F", in lieu of delivering to the Unit the wells listed thereon in Usable Condition as of the effective date hereof, does herewith bind itself and agree to the following:

10.2.1 Schedule I - Assessments. Each of the Working Interest Owners listed under Schedule I of Exhibit "F" will deliver its wells listed thereunder to Unit Operator on the effective date hereof, and each shall pay its proportionate share of any remedial work approved by the Working Interest Owners and done to make any Schedule I well a Usable Well, based on the ratio that its total assessments under Schedule I for its wells which are not Usable Wells on the effective date hereof bears to the total assessments under Schedule I for all the wells listed thereon which are not Usable Wells on the effective date hereof. Unit Operator shall bill each Working Interest Owner who is obligated hereunder

from time to time for its share of the cost of remedial work as such work is performed. Installation of casing to the top of the Langlie-Mattix formation shall be initiated only after approval by the Working Interest Owners as provided in Article 4 of this agreement; provided, however, that if such casing is not installed within two years after the effective date of this agreement, said installation shall be at the expense of all Working Interest Owners rather than those listed in Schedule I of Exhibit "F". In no event shall any Working Interest Owner be separately assessed hereunder an amount in excess of the total assessments under Schedule I shown opposite its wells which are not Usable Wells on the effective date of this agreement. Any costs in excess of those separately assessed hereunder shall be charged as Unit expense.

10.2.2 Schedule II - Assessments. The Working Interest Owners of those wells listed under Schedule II of Exhibit "F" may retain for their own use, as to formations other than the Unitized Formation, the wells listed thereunder. Any Working Interest Owner who fails to deliver as a Usable Well on the effective date of this agreement any of the wells listed under Schedule II of Exhibit "F" shall be assessed in lieu thereof the amount set forth opposite such well. The assessment may be paid in cash, for credit to the joint account, within thirty (30) days after Phase II becomes effective, or may be paid out of sixty percent (60%) of the production allocated to the tract, under Phase II, on which such well is located.

10.2.3 Schedule III - Assessments. Working Interest Owners may, at any time after the effective date hereof, determine that those wells listed under Schedule III of Exhibit "F" which have not been completed as Usable Wells prior to the effective date hereof, need to be completed as Usable Wells. When such determination is made, Unit Operator shall make appropriate written demands on the Working Interest Owners of the wells determined necessary. Within thirty (30) days after such demand, each Working Interest Owner upon whom demand is made shall advise Unit Operator of its election as to the following:

- A. Within ninety (90) days after demand as provided above, each Working Interest Owner upon whom demand is made shall complete and equip, at its sole cost,

risk and expense, a Usable Well. Upon delivery to Unit Operator of a Usable Well, an inventory and adjustment of investment shall be effected in accordance with the other provisions of this Article 10.

- B. Working Interest Owners upon whom demand is made under this Section 10.2.3 may, in lieu of furnishing a Usable Well, elect to pay in cash to the Unit Operator, for credit to the joint account, the amount shown under Schedule III of Exhibit "F" opposite the well for which demand is made. Payment shall be made within thirty (30) days after receipt of demand for a Usable Well.

10.3 Inventory. On the effective date hereof, or as soon thereafter as feasible, Working Interest Owners shall, at Unit expense, inventory the personal property taken over under Section 10.1 above. Such inventory shall be limited to controllable material as defined by the "Material Classification Manual", 1967 Print, issued by the Council of Petroleum Accountants Societies of North America; provided however, that for adjustment purposes only, sucker rods, down-hole pumps and other items as agreed upon by the Working Interest Owners will be treated the same as controllable equipment. Although all casing shall be included in full detail in the inventory, the value of the casing for adjustment purposes shall be zero. Noncontrollable items which are omitted from the inventory shall, nevertheless, be taken over by the Unit if in use on the property. As to any Tract, Unit Operator shall notify each Working Interest Owner therein at least ten (10) days prior to the taking of the inventory with respect to such Tract, so that each of said Working Interest Owners may make arrangements to be represented at the taking of the inventory. Failure of a Working Interest Owner to be represented at the taking of the inventory shall, nevertheless, bind such Working Interest Owner to accept the inventory taken by representatives of the other Working Interest Owners.

10.4 Inventory Evaluation and Approval. Unit Operator shall furnish for approval by Working Interest Owners an inventory reflecting the following:

- (a) A list of controllable material and equipment, except for material and equipment required for production from non-unitized

formations, deemed necessary or desirable for Unit Operations. The material and equipment so listed shall be valued at eighty percent (80%) of the price basis prescribed for material in Paragraph 2 of Article IV of Exhibit "E", the applicable conditions to be indicated on the inventory; provided, however, that material and equipment not classified to be in condition B or C as specified in Paragraph 2 of Article IV of Exhibit E shall not be taken over by Unit Operator except by special agreement with the owners of said equipment as approved by the Working Interest Owners.

(b) A list of material and equipment serving the Unitized Formation deemed necessary by the Unit Operator for the temporary convenience of the Unit. Said material and equipment shall be retained on a loan basis for a period of time not to exceed six (6) months from and after the effective date of this agreement unless individual arrangement has been made for the further use thereof.

(c) A list of the material and equipment which, although taken over by Unit Operator, is not, as of date of submission of said inventory for Working Interest Owner approval, deemed necessary or desirable for Unit Operations.

10.5 Adjustment of Investment. Upon approval by the Working Interest Owners of the inventory evaluation referred to in Section 10.4 hereof, each Working Interest Owner shall be credited with the value as determined in accordance with Section 10.4 (a) above, of its interest in all material and equipment taken over by Unit Operator under Section 10.1 of this agreement and charged with an amount equal to that obtained by multiplying the total value of all such material and equipment taken over by Unit Operator by such Working Interest Owner's Phase II Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be paid and in all other respects be treated as any other item of Unit expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

10.6 Removal of Non-Unit Equipment. Upon approval by the Working Interest Owners of the inventory referred to in Section 10.4 hereof, the material and equipment listed as surplus as provided in Section 10.4 (c) shall be reclaimed by the owner thereof and may be removed from the Unit Area at any time or shall be removed within a reasonable time after the owners of such property have been requested to do so by Unit Operator unless said material and equipment are necessary for use by the owners thereof in the operation or development of horizons not unitized under the Unit Agreement and this agreement. Material and equipment listed under Section 10.4 (b) shall be reclaimed and removed by the owner thereof on request of Unit Operator.

10.7 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be by negotiation by the owners thereof and Unit Operator, subject to the approval of Working Interest Owners based upon their respective Phase II Unit Participations. There shall be no adjustment for lease roads or appurtenances thereto.

10.8 Ownership of Personal Property and Facilities. Each Working Interest Owner shall, by virtue hereof, own an undivided interest in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this agreement, and said undivided interest shall be equal to its Phase II Unit Participation.

ARTICLE 11

UNIT EXPENSE

11.1 Basis of Charges to Working Interest Owners. Unit Operator initially shall pay and discharge all costs and expenses incurred in the development and operation of the Unit Area. Each Working Interest Owner shall reimburse Unit Operator for its proportionate share of all such costs and expenses as follows:

11.1.1 Operating Expense. Beginning at 7:00 A.M., on the effective date hereof, all operating expenses shall be shared by Working Interest Owners in accordance with their respective Unit Participation as set out in Exhibit "D" which are in effect at the time said expenses are incurred.

11.1.2 Capital Expenditures. Beginning at 7:00 A.M., on the effective date hereof, and thereafter during the life of this agreement, all capital expenditures for development and for the purchase and

installation of material classified as investment items shall be shared by Working Interest Owners in accordance with their respective Phase II Unit Participations as set out in Exhibit "D".

All charges, credits and accounting for costs and expenses shall be governed by Exhibit "E" or, when applicable, the provisions of Section 11.1.2 hereof.

11.2 Budgets. Before or as soon as practical after the effective date hereof, Unit Operator shall prepare a budget of estimated costs and expenses for the remainder of the calendar year, and on or before the first day of each October thereafter shall prepare a budget of estimated costs and expenses for the ensuing calendar year. Such budgets shall set forth the estimated costs and expenses by quarterly periods. Budgets so prepared shall be estimates only and shall be subject to adjustment and correction by Working Interest Owners and Unit Operator from time to time whenever it shall appear that an adjustment or correction is proper. A copy of such budget and adjusted budget shall be promptly furnished each Working Interest Owner.

11.3 Advance Billings. Unit Operator shall have the right to require Working Interest Owners to advance their respective shares of estimated Unit expense by submitting to Working Interest Owners, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, with a request for payment in advance. Within fifteen (15) days thereafter, each Working Interest Owner shall pay to Unit Operator its share of such estimate. Adjustments between estimated and actual Unit Expense shall be made by Unit Operator at the close of each calendar month, and the accounts of Working Interest Owners shall be adjusted accordingly.

11.4 Commingling of Funds. No funds received by Unit Operator under this agreement need be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

11.5 Lien of Unit Operator and Working Interest Owners. Each Working Interest Owner grants to Unit Operator a lien upon its oil and gas rights in each Tract, its share of Unitized Substances when produced, and its interest in all Unit equipment, as security for payment of its share of Unit expense, together with interest thereon at the rate of ten percent (10%) per annum. Unit Operator shall have the right to bring suit to enforce collection of such indebtedness with or without seeking foreclosure of the

lien. In addition, upon default by any Working Interest Owner in the payment of its share of Unit expense, Unit Operator, without prejudice to other existing remedies, shall have the right to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner, plus interest as aforesaid, has been paid. Each purchaser shall be entitled to rely upon Unit Operator's written statement concerning the amount of any default. Unit Operator grants a like lien to the Working Interest Owners.

11.6 Unpaid Unit Expense. If any Working Interest Owner fails to pay its share of Unit expense within sixty (60) days after rendition of a statement therefor by Unit Operator, each Working Interest Owner agrees, upon request by Unit Operator, to pay its proportionate part of the unpaid share of Unit expense of the defaulting Working Interest Owner. The Working Interest Owners that pay the share of Unit expense of a defaulting Working Interest Owner shall be reimbursed by the Unit Operator for the amount so paid, plus any interest collected thereon, upon receipt by Unit Operator of any past due amount collected from the defaulting Working Interest Owner. Any Working Interest Owner so paying a defaulting Working Interest Owner's share of Unit expense shall be subrogated to the lien and rights herein granted Unit Operator.

11.7 Uncommitted Royalty. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreement, the difference shall be borne by or inure to the benefit of Working Interest Owners in proportion to their respective Unit Participations; however, the difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one-eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. Such adjustments shall be made by charges and credits to the joint account. If the interest of such Royalty Owner is an overriding royalty interest, production payment or other interest conveyed out of a Working Interest, the obligation to make the payment or to otherwise satisfy such Royalty Owner shall be the sole obligation of the Working Interest Owner or Owners whose interest is burdened thereby.

ARTICLE 12

NON-UNITIZED FORMATIONS

12.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas or other minerals, from other than the Unitized Formation, shall have the right to do so notwithstanding this agreement or the Unit Agreement. In exercising the right, however, the Working Interest Owner shall exercise reasonable precaution to prevent unreasonable interference with Unit Operations. No Working Interest Owner shall produce Unitized Substances through any well drilled or operated by it. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances will not adversely be affected.

12.2 Multiple Completions - Limitations. There shall be no wells in the Unit Area completed in more than two producing formations, one of which is the Unitized Formation, except under such terms and conditions as may be agreed upon by the Working Interest Owners.

12.3 Joint Operations Provided For. Multiply completed wells shall be handled as follows:

12.3.1 Rights of Unit Operator and Allocation of Cost Between Unitized and Non-Unitized Operations. Unit Operator shall have the right to operate that portion of multiply-completed wells which were delivered to it pursuant to Article 10 above for production of Unitized Substances or as injection wells or for any other purpose pursuant to or in connection with the Unit operations provided for herein. The Working Interest Owner or Owners who own Oil and Gas Rights to any formation other than the Unitized Formation wherein any such multiply-completed well is situated, hereinafter called "Other Operator", shall have the right at its sole cost, risk and expense to operate that portion of such well which it has retained for the production of oil and gas from such formation other than the Unitized Formation, hereinafter called "Other Formation". The cost and expense of operating a multiply-completed well as to the Unitized Formation and keeping and maintaining the personal property delivered to Unit Operator pursuant to Article 10, save and except for casing, shall be borne entirely by the Working Interest Owners of the

Unit the same as if such well were a single completion in the Unitized Formation.

Except where circumstances and conditions warrant otherwise, Unit Operator shall be entitled to install tubing of a size equal to the tubing installed and used for the Other Formation, it being the intention hereby to provide that Unit operations shall not be subordinated to a secondary or inferior status.

12.3.2 Subsequent Completion in Formation Other than Unitized Formation. No well in which the Unit owns a partial or full interest may be subsequently completed or recompleted in another formation without the consent of the Working Interest Owners.

12.3.3 Workovers or Other Similar Operations in Multiply-Completed Wells. If either the Unit Operator or Other Operator should desire to conduct a workover, reconditioning or other operation which would result in any interruption or cessation of operations being conducted in, upon or with respect to such well by the other party, then the party desiring to undertake such operation shall first notify the other party in writing at least fifteen (15) days prior to commencing the proposed operation, setting out a complete and detailed description thereof. After the expiration of the fifteen (15) day period, or sooner if mutually agreeable, the party desiring to undertake such operations may proceed in accordance with its proposal subject to any amendments or changes which have been mutually agreed upon by the parties during the fifteen (15) day period. Such operations shall be performed in a good and workmanlike manner and, except as hereinafter provided with respect to casing, at the sole cost, risk and expense of the party undertaking the work. The party undertaking the work shall at his sole cost, risk and expense make all reasonable efforts to restore the formation operated by the other party to the same working condition and status of performance which existed prior to undertaking the work. Except for gross negligence or willful misconduct, the party undertaking such work shall not be liable beyond the duty imposed by the preceding sentence hereof or responsible for any damages to or loss of production from the formation operated by the party not desiring to undertake the work, nor shall such undertaking party be liable for any damage to the well or the casing.

12.3.4 Maintenance of Casing. In the event any casing repairs become necessary with respect to a multiply-completed well which are not the result of workovers or other similar operations hereinabove provided for, the Unit Operator and Other Operator shall pay the cost of such repairs in the following proportions: If the Unitized Formation lies below the other formation in which the well is completed, the Unit Operator and the Other Operator shall share equally the cost of any casing repairs necessary to the base of the other said formation and the cost of any repairs necessary from the base of the other said formation to the base of the Unitized Formation shall be borne solely by the Unit Operator; If the Unitized Formation lies above the other formation in which the well is completed, the Unit Operator and the Other Operator shall share equally the costs of any necessary repairs to the base of the Unitized Formation and the cost of any repairs necessary below the base of the Unitized Formation shall be borne solely by the Other Operator.

12.3.5 Replacement Wells. If as a consequence of any deeper drilling, workover or repairs, a replacement well has been proposed by the Unit Operator, either the Working Interest Owners or the Other Operator may elect whether or not to participate in the drilling of such replacement well as a multiple-completion well. In the event such a replacement well is to be drilled, the cost of drilling the same to the base of the Unitized Formation shall be borne by the Working Interest Owners and the Other Operator in equal shares, if the Unitized Formation lies above the other formation in which the well is completed, and the cost of drilling said replacement well below the Unitized Formation shall be borne by the Other Operator. If the Unitized Formation lies below the other formation in which said replacement well is to be completed the cost of drilling the same to the base of the other formation will be borne by the Working Interest Owners and the Other Operator in equal shares, and the cost of drilling said replacement well below the base of the other formation shall be borne by the Working Interest Owners. The Working Interest Owners and Other Operator shall each pay their respective completion costs in any such replacement well.

12.3.6 Communications Between Formations. Unit Operator shall be responsible for checking communications between the Unitized Formation and any other Formation; provided, however, the Other Operator shall be

notified at least twenty-four (24) hours prior to the taking of any packer leakage tests and be permitted to have a representative present if they should so desire. The cost of any operation performed to remedy communication between zones will be borne equally by and between the Working Interest Owners and the Other Operator, or Operators, of such communicating zone or zones.

12.3.7 Abandonment. If either party should desire at any time to abandon one of its operations in any multiply-completed well and salvage its material and equipment therefrom, such party shall be bound to give the other party at least a fifteen (15) day notice in writing prior to making such abandonment and shall otherwise proceed as provided above in Section 12.3.3, subject however to the terms and provisions of Section 22.1. If both parties mutually agree to abandon the well, the cost of such abandonment shall be shared equally.

ARTICLE 13

TITLES

13.1 Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interests set forth opposite its name in Exhibit "B" of the Unit Agreement, and hereby agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising out of Unit Operations; provided that, such indemnity and warranty shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this agreement is concerned, as of the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit expense, or retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of title failure.

13.2 Failure Because of Unit Operations. The failure of title to any Working Interest in any Tract by reason of Unit Operations, including non-production from such Tract, shall not change the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the other Working Interest Owners at the time of the title failure.

ARTICLE 14

LIABILITY, CLAIMS, AND SUITS

14.1 Individual Liability. The duties, obligations and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein contained shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners.

14.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations but not involving an expenditure in excess of Two Thousand Dollars (\$2,000.00), provided the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above specified amount, Working Interest Owners shall assume and take over the further handling of the claim or suit unless such authority is expressly delegated to Unit Operator. All costs and expense of handling, settling, or otherwise discharging such claim or suit shall be an item of Unit expense. If a claim is made against any Working Interest Owner or if any Working Interest Owner is sued on account of any matter arising from Unit Operations and over which such Working Interest Owner individually has no control because of the rights given Working Interest Owners and Unit Operator by this agreement and the Unit Agreement, the Working Interest Owner shall immediately notify the Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

ARTICLE 15

INTERNAL REVENUE PROVISION

15.1 Internal Revenue Provision. Each Working Interest Owner hereby elects that it and the operations covered by this agreement be excluded from the application of Subchapter K of Chapter 1 of Sub-title A of the Internal Revenue Code of 1954, or such portion thereof as the Secretary of the Treasury of the United States or his delegate shall permit by election to be excluded therefrom. Unit Operator is hereby authorized and directed to execute on behalf of each Working Interest Owner such additional or further evidence of the election as may be required by regulations issued under said Subchapter K. Should the regulations require each party to execute such further evidence, each Working Interest Owner agrees to execute or join in the execution thereof. The election hereby made and the other provisions of this paragraph shall apply in like manner to

applicable state laws, regulations, and rulings now in effect or hereafter enacted that have an effect similar to the federal provisions referred to herein.

ARTICLE 16

NOTICES

16.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when sent by mail or telegram to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Section 4.1 hereof.

ARTICLE 17

WITHDRAWAL OF WORKING INTEREST OWNER

17.1 Withdrawal. If any Working Interest Owner so desires, it may withdraw from this agreement by conveying, assigning and transferring, without warranty of title either express or implied, to the other Working Interest Owners who do not desire to withdraw herefrom, all of the former's right, title and interest in and to its lease or leases or other operating rights in the Unit Area insofar as said lease, leases or rights pertain to the Unitized Formation, together with the withdrawing Working Interest Owner's interest in all wells, pipe lines, casing, injection equipment, facilities and other personal property used in conjunction with the development and operation of the Unit Area; provided, however, that such transfer, assignment or conveyance shall not relieve said Working Interest Owner from any obligation or liability incurred prior to the date of the execution and delivery thereof. The interest so transferred, assigned and conveyed shall be taken and owned by the other Working Interest Owners in proportion to their respective Phase II Unit Participations. After the execution and delivery of such transfer, assignment or conveyance, the withdrawing Working Interest Owner shall be relieved from all further obligations and liability hereunder and under the Unit Agreement. Thereupon, the right of such Working Interest Owner to any benefits subsequently accruing hereunder and under the Unit Agreement shall cease; provided, that upon delivery of said transfer, assignment or conveyance, the assignees (in the ratio of the respective interests so acquired) shall pay to the assignor for its interest in all jointly owned equipment, casing and other personal property the fair net salvage value thereof, less its proportionate share of the costs of terminating the Unit, as same are

determined and fixed by Working Interest Owners. This Section shall not prevent a Working Interest Owner from assigning, conveying or otherwise transferring its interest, in whole or in part, provided such assignment, conveyance or transfer is made subject to the terms of this agreement and the Unit Agreement.

ARTICLE 18

CREATION OF NEW INTEREST

18.1 Creation of New Interest. If any Working Interest Owner shall, after executing this agreement, create any overriding royalty, production payment, or other similar interest, hereafter referred to as "new interest", out of its interest subject to this agreement, such new interest shall be subject to all the terms and provisions of this agreement. In the event the Working Interest Owner owning the interest from which the new interest was created withdraws from this agreement under the terms of Article 17, or fails to pay any expenses and costs chargeable to it under this agreement and the production to the credit of such Working Interest Owner is insufficient for that purpose, the owner of the new interest will be liable for the pro rata portion of all costs and expenses for which the original Working Interest Owner creating such new interest would have been liable by virtue of his ownership of the new interest had the same not been transferred. In this event, the lien provided in Section 11.5 may be enforced against such new interest. If the owner of the new interest bears a portion of the costs and expenses or the same is enforced against such new interest, the owner of the new interest will be subrogated to the rights of the Unit Operator with respect to the interest primarily chargeable with such costs and expenses.

ARTICLE 19

ABANDONMENT OF WELLS

19.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract on which the well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the well. Within ten (10) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well, they shall pay Unit Operator, for credit to the

joint account, the amount estimated by Working Interest Owners to be the net salvage value of the casing and equipment in and on the well. The Working Interest Owners of the Tract, by taking over the well, agree to seal off effectively and protect the Unitized Formation, and upon abandonment to plug the well in compliance with applicable laws and regulations.

19.2 Plugging. If the Working Interest Owners of a Tract do not elect to take over a well located thereon which is proposed for abandonment, Unit Operator shall plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 20

FORCE MAJEURE

20.1 Force Majeure. In the event any party hereto is rendered unable, wholly or in part, by force majeure to carry out its obligations under this contract, other than the obligations to make payment of money due hereunder, it is agreed that upon such party's giving notice and reasonably full particulars of force majeure in writing or by telegraph to the other parties hereto within a reasonable time after the occurrence of the cause relied upon, then the obligations of the party giving the notice, so far as they are affected by force majeure, shall be suspended during the continuance of any liability so caused, but for no longer period; and the cause of the force majeure shall, so far as possible, be remedied with all reasonable dispatch. The term "force majeure" as employed herein shall mean any cause not reasonably within the control of the party claiming suspension.

ARTICLE 21

EFFECTIVE DATE AND TERM

21.1 Effective Date. This agreement shall become effective on the date and at the time that the Unit Agreement becomes effective.

21.2 Term. This agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 22; (b) all Unit equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 22

ABANDONMENT OF OPERATIONS

22.1 Termination. Upon termination of the Unit Agreement, the following shall occur:

22.1.1 Oil and Gas Rights. Oil and gas rights in and to each separate Tract shall no longer be affected by this agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

22.1.2 Right to Operate. Working Interest Owners of any tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the net salvage value of the casing and equipment in and on the wells taken over, as estimated by Working Interest Owners, and by agreeing to plug properly each well at such time as it is abandoned.

22.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned properly.

22.1.4 Cost of Salvaging. Working Interest Owners shall share the cost of salvaging, liquidation or other distribution of assets and properties used in Unit Operations in proportion to their respective Unit Participations as set out in Exhibit D.

ARTICLE 23

COUNTERPART EXECUTION

23.1 Execution by Separate Counterparts of Ratifications. This agreement may be executed in any number of counterparts and each counterpart so executed shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument; or, it may be ratified by a separate instrument in writing referring to this agreement. Each such ratification shall have the force and effect of an executed counterpart and of adopting by reference all provisions hereof.

ARTICLE 24

SUCCESSORS AND ASSIGNS

24.1 Successors and Assigns. The provisions hereof shall be covenants running with the lands, leases, and interests covered hereby,

and shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement is executed as of the date first above written.

ATTEST:

SKELLY OIL COMPANY

Assistant Secretary

By _____
Vice President

Date of Signature:

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this _____
day of _____, 19____ by _____,
Vice President of SKELLY OIL COMPANY, a Delaware corporation, on behalf
of said corporation.

My Commission expires:

Notary Public

EXHIBIT "D"
UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

<u>Working Interest Owner</u>	<u>P E R C E N T</u>	
	<u>Phase I</u>	<u>Phase II</u>
Allied Chemical Corporation	.59869	1.01166
Amerada Hess Corporation	6.17699	6.21268
Arlene S. Anthony	0.00000	0.08288
Amoco Production Company	6.21201	5.34004
Atlantic Richfield Company	5.26996	9.53544
Frank Bateman	.20003	.26117
George R. Bentley	.02816	.01469
O. A. Bourg Drilling Company	.16486	.05131
Tom Brown Drilling Company	.49459	.15392
W. K. Byrom	1.55489	.84458
Chevron Oil Company	.76773	.64851
Cities Service Oil Company	2.01056	1.64622
Ralph L. Clarke	1.22629	.73075
Margaret B. Clay	.84250	.75051
Clay Trusts 618-1, 2 & 3	.81434	.73583
W. J. Clay	0.00000	.01777
Conka Production Company	.20424	.09398
Continental-Emsco Company	1.16195	.58852
Continental Oil Company	1.73554	2.08825
Crown Central Petroleum Corporation	.67790	.88783
R. DeChicchis Estate	.65945	.20523
Mrs. V. M. Donnelly	.41299	.62812
Chas. A. Dore	0.00000	.00209
Clara Dwyer Estate	.05261	.04186
F. W. Dye Estate	.18428	.28249
Elder Estate	1.31890	.41046
El Paso Natural Gas Company	0.00000	.08618
Flag-Redfern Oil Company	2.41669	1.18850
Fluor Corporation	.09902	.10012
Gackle Oil Company	1.00774	.90204
General Crude Oil Company	.31562	.25116
Getty Oil Company	.46205	.22939
Great Western Drilling Company	2.88702	2.54868
Gulf Oil Corporation	7.68827	10.87787
John H. Hendrix	.25581	.23951
Lamar Hunt	1.03064	1.51044
N. B. Hunt	2.06130	3.02090
W. H. Hunt	1.03066	1.51046
Johnson & French	.45264	.56001
Aubrey Kenyon	.05685	.05322
Michael L. Klein	.25581	.23950
F. D. & Lillian B. Jones	0.00000	.00084
C. B. King Estate	.36857	.56499
Frank D. Lortscher	0.00000	.24864
Ralph Lowe Estate	.74190	.57950
Management Trust Company	.30232	.27061
Blanche McCallister	.29047	.13893
R. G. McPherson	.41688	.23877
Merchants National Bank of Terre Haute	.02816	.01469
Gertrude C. Mitchell	.05260	.04186
Mobil Oil Corporation	.84166	.66977
Petroleum Corporation of Texas	.31649	.13537
W. A. Pruett	0.00000	.00104
Charles B. Read	.10421	.05969
Reserve Oil and Gas Company	.82849	.86361
Resler and Sheldon	3.93863	1.47473
Herbert J. Schmitz	0.00000	.19891
Charles T. Scott, Jr.	0.00000	.08288
Robert C. Scott	0.00000	.08288
T. J. Sivley	.19074	.38752
Skelly Oil Company	12.53466	13.36943
R. L. Summers	.16599	.08407

Exhibit "D"
Unit Operating Agreement
Page Two

<u>Working Interest Owner</u>	<u>P E R C E N T</u>	
	<u>Phase I</u>	<u>Phase II</u>
Superior Oil Company	0.00000	.00648
Texaco Inc.	8.80313	10.28603
Texas Pacific Oil Company	16.89701	12.96196
J. E. Warren	.18428	.28249
Finn Watson	.20423	.09398
Unleased Interest	<u>0.00000</u>	<u>.27556</u>
TOTAL	100.00000	100.00000

EXHIBIT " E "

Attached to and made a part of Unit Operating Agreement
Myers Langlie-Mattix Unit
Lea County, New Mexico

Recommended by the
 Council of Petroleum
 Accountants Societies of
 North America.
 Except as modified
 under:
 Sec. I Par. 5
 Sec. II Par. 3
 and 5
 Sec. III Par. 5B(6)
 and 5C
 Sec. IV Par. 2A(1)
 and 5A

ACCOUNTING PROCEDURE

(JOINT OPERATIONS)

I. GENERAL PROVISIONS

1. Definitions

"Joint Property" shall mean the real and personal property subject to the agreement to which this "Accounting Procedure" is attached.

"Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.

"Operator" shall mean the party designated to conduct the Joint Operations.

"Non-Operators" shall mean the nonoperating parties, whether one or more.

"Joint Account" shall mean the account showing the charges and credits accruing because of the Joint Operations and which are to be shared by the Parties.

"Parties" shall mean Operator and Non-Operators.

"Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.

"Controllable Material" shall mean material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies of North America.

2. Conflict with Agreement

In the event of a conflict between the provisions of this Accounting Procedure and the provisions of the agreement to which this Accounting Procedure is attached, the provisions of the agreement shall control.

3. Collective Action by Non-Operators

Where an agreement or other action of Non-Operators is expressly required under this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, the agreement or action of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

4. Statements and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of costs and expenses, for the preceding month. Such bills will be accompanied by statements reflecting the total charges and credits as set forth under Subparagraph C below:

A. Statement in detail of all charges and credits to the Joint Account.

B. Statement of all charges and credits to the Joint Account, summarized by appropriate classifications indicative of the nature thereof.

C. Statement of all charges and credits to the Joint Account summarized by appropriate classifications indicative of the nature thereof, except that items of Controllable Material and unusual charges and credits shall be detailed.

5. Payment and Advances by Non-Operators

Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.

Each Non-Operator shall pay its proportion of all bills within fifteen (15) days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the rate of ten per cent (10%) per annum or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser.

6. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operators to protest or question the correctness thereof; provided however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of the Joint Property as provided for in Section VII.

7. Audits

A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the accounting hereunder for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided however, the making of an audit shall not extend the time for the taking of written exception to and the adjustment of accounts as provided for in Paragraph 6 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct joint or simultaneous audits in a manner which will result in a minimum of inconvenience to the Operator.

II. DIRECT CHARGES

Subject to limitations hereinafter prescribed, Operator shall charge the Joint Account with the following items:

1. Rentals and Royalties

Delay or other rentals and royalties when such rentals and royalties are paid by Operator for the Joint Account of the Parties.

2. Labor

A. Salaries and wages of Operator's employees directly engaged on the Joint Property in the conduct of the Joint Operations, and salaries or wages of technical employees who are temporarily assigned to and directly employed on the Joint Property.

B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to the employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III; except that in the case of those employees only a pro rata portion of whose salaries and wages are chargeable to the Joint Account under Paragraph 1 of Section III, not more than the same pro rata portion of the benefits and allowances herein provided for shall be charged to the Joint Account. Cost under this Paragraph 2B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 2A of this Section II and Paragraph 1 of Section III. If percentage assessment is used, the rate shall be based on the Operator's cost experience.

- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's labor cost of salaries and wages chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.
 - D. Reasonable personal expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 2A of this Section II and for which expenses the employees are reimbursed under Operator's usual practice.
- 3. Employee Benefits**
Operator's current cost of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost; provided however, the total of such charges shall not exceed fifteen percent (15%) of Operator's labor costs chargeable to the Joint Account under Paragraphs 2A and 2B of this Section II and Paragraph 1 of Section III.
- 4. Material**
Material purchased or furnished by Operator for use on the Joint Property. So far as it is reasonably practical and consistent with efficient and economical operation, only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use; and the accumulation of surplus stocks shall be avoided.
- 5. Transportation**
Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:
- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store, recognized barge terminal, or railway receiving point where like material is normally available, unless agreed to by Operator and Non-Operators.
 - B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store, recognized barge terminal, or railway receiving point unless agreed to by Operators and Non-Operators. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by Operator and Non-Operators.
 - C. In the application of Subparagraphs A and B above, there shall be no equalization of actual gross trucking costs of \$100 or less.
- 6. Services**
- A. The cost of contract services and utilities procured from outside sources other than services covered by Paragraph 8 of this Section II and Paragraph 2 of Section III.
 - B. Use and service of equipment and facilities furnished by Operator as provided in Paragraph 5 of Section IV.
- 7. Damages and Losses to Joint Property**
All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or any other cause, except to the extent that the damage or loss could have been avoided through the exercise of reasonable diligence on the part of Operator. Operator shall furnish Non-Operators written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.
- 8. Legal Expense**
All costs and expenses of handling, investigating and settling litigation or claims arising by reason of the Joint Operations or necessary to protect or recover the Joint Property, including, but not limited to, attorneys' fees, court costs, cost of investigation or procuring evidence and amounts paid in settlement or satisfaction of any such litigation or claims; provided, (a) no charge shall be made for the services of Operator's legal staff or other regularly employed personnel (such services being considered to be Administrative Overhead under Section III), except by agreement with Non-Operators, and (b) no charge shall be made for the fees and expenses of outside attorneys unless the employment of such attorneys is agreed to by Operator and Non-Operators.
- 9. Taxes**
All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties.
- 10. Insurance Premiums**
Premiums paid for insurance required to be carried on the Joint Property for the protection of the Parties.
- 11. Other Expenditures**
Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III, and which is incurred by the Operator for the necessary and proper conduct of the Joint Operations.

III. INDIRECT CHARGES

Operator may charge the Joint Account for indirect costs either by use of an allocation of district expense items plus a fixed rate for administrative overhead, and plus the warehousing charges, all as provided for in Paragraphs 1, 2, and 3 of this Section III OR by combining all three of said items under the fixed rate provided for in Paragraph 4 of this Section III, as indicated next below:

OPERATOR SHALL CHARGE THE JOINT ACCOUNT UNDER THE TERMS OF:

- ☐ Paragraphs 1, 2 and 3. (Allocation of district expense plus fixed rate for administrative overhead plus warehousing.)
- ☒ Paragraph 4. (Combined fixed rate)

1. District Expense

Operator shall charge the Joint Account with a pro rata portion of the salaries, wages and expenses of Operator's production superintendent and other employees serving the Joint Property and other properties of the Operator in the same operating area, whose time is not allocated directly to the properties, and a pro rata portion of the cost of maintaining and operating a production office known as Operator's office located at or near (or a comparable office if location changed), and necessary sub-offices (if any), maintained for the convenience of the above-described office and all necessary camps, including housing facilities for employees if required, used in connection with the operations of the Joint Property and other properties in the same operating area. The expense of, less any revenue from, such facilities may, at the option of Operator, include depreciation of investment or a fair monthly rental in lieu of depreciation. Such charges shall be apportioned to all properties served on some equitable basis consistent with Operator's accounting practice.

2. Administrative Overhead

Operator shall charge administrative overhead to the Joint Account at the following rates, which charge shall be in lieu of the cost and expense of all offices of the Operator not covered by Paragraph 1 of this Section III, including salaries, wages and expenses of personnel assigned to such offices. Such charges shall be in addition to the salaries, wages and expenses of employees of Operator authorized to be charged as direct charges as provided in Paragraphs 2 and 8 of Section II.

WELL BASIS (RATE PER WELL PER MONTH)

Well Depth	DRILLING WELL RATE (Use Total Depth)	PRODUCING WELL RATE (Use Current Producing Depth)		
	Each Well	First Five	Next Five	All Wells Over Ten
1000-1200				
1200-1400				
1400-1600				
1600-1800				
1800-2000				
2000-2200				
2200-2400				
2400-2600				
2600-2800				
2800-3000				
3000-3200				
3200-3400				
3400-3600				
3600-3800				
3800-4000				
4000-4200				
4200-4400				
4400-4600				
4600-4800				
4800-5000				
5000-5200				
5200-5400				
5400-5600				
5600-5800				
5800-6000				
6000-6200				
6200-6400				
6400-6600				
6600-6800				
6800-7000				
7000-7200				
7200-7400				
7400-7600				
7600-7800				
7800-8000				
8000-8200				
8200-8400				
8400-8600				
8600-8800				
8800-9000				
9000-9200				
9200-9400				
9400-9600				
9600-9800				
9800-10000				

The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting, or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in this Paragraph 2 of Section III, unless such cost and expense are agreed upon between Operator and Non-Operators as a direct charge to the Joint Account.

3. Operator's Fully Owned Warehouse Operating and Maintenance Expense

(Describe fully the agreed procedure to be followed by the Operator.)

4. Combined Fixed Rates

Operator shall charge the Joint Account for the services covered by Paragraph 1, 2 and 3 of this Section III, the following fixed per well rates:

WELL BASIS (RATE PER WELL PER MONTH)

[illegible]

Said fixed rate (~~which~~) (shall not) include salaries and expenses of production foremen.

5. Application of Administrative Overhead or Combined Fixed Rates

The following limitations, instructions and charges shall apply in the application of the per well rates as provided under either Paragraph 2 or Paragraph 4 of this Section III:

- A. Charges for drilling wells shall begin on the date each well is spudded and terminate on the date the drilling or completion rig is released, whichever is later, except that no charge shall be made during the suspension of drilling operations for fifteen (15) or more consecutive days.

- B. The status of wells shall be as follows:

- (1) Producing gas wells, injection wells for recovery operations, water supply wells utilized for water flooding operations and salt water disposal wells shall be considered the same as producing wells.

- (2) Wells permanently shut down but on which plugging operations are deferred shall be dropped from the well schedule at the time the shutdown is effected. When such a well is plugged a charge shall be made at the producing well rates.

- (3) Wells being plugged back, drilled deeper, converted to a source or input well, or which are undergoing any type of workover that requires the use of a drilling or workover rig shall be considered the same as drilling wells.

- (4) Temporarily shut-down wells, which are not produced or worked upon for a period of a full calendar month, shall not be included in the well schedule, provided however, wells shut in by governmental regulatory body shall be included in the well schedule only in the event the allowable production is transferred to some other well or wells on the Joint Property. In the event of a unit allowable, all wells capable of producing will be counted in determining the charge.

- (5) Gas wells shall be included in the well schedule if directly connected to a permanent sales outlet even though temporarily shut in due to overproduction or failure of purchaser to take the allowed production.

- (6) Wells completed in multiple horizons shall be considered as a producing well for each separately producing horizon, providing each completion is considered a separate well by governmental or other statewide regulatory authority.

- C. The well rates for producing wells shall be applied to the individual leases; provided that, whenever leases covered by this agreement are operated as a unitized project, the well rates shall be applied to the total number of producing wells, irrespective of individual leases.

- D. The well rates shall be adjusted on the first day of April of each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the preceding calendar year as shown by "The Index of Average Weekly Earnings of Crude Petroleum and Gas Production Workers" as published by the United States Department of Labor, Bureau of Labor Statistics. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

6. For the construction of compressor plants, water stations, secondary recovery systems, salt water disposal facilities, and other such projects, as distinguished from the more usual drilling and producing operations, Operator in addition to the Administrative Overhead or Combined Fixed Rates provided for in Paragraph 2 and 4 of this Section III, shall charge the Joint Account with an additional overhead charge as follows:

- A. Total cost less than \$25,000, no charge.

- B. Total cost more than \$25,000 but less than \$100,000, 3 % of total cost.

- C. Total cost of \$100,000 or more, 3 % of the first \$100,000 plus 2 % of all over \$100,000 of total cost.

Total cost shall mean the total gross cost of any one project. For the purpose of this Paragraph the component parts of a single project shall not be treated separately and the cost of drilling wells shall be excluded.

7. The specific rates provided for in this Section III may be amended from time to time by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. BASIS OF CHARGES TO JOINT ACCOUNT

Subject to the further provisions of this Section IV, Operator will procure all Material and services for the Joint Property. At the Operator's option, Non-Operator may supply Material or services for the Joint Property.

1. Purchases

Material purchased and service procured shall be charged at the price paid by Operator after deduction of all discounts actually received.

2. Material furnished from Operator's Warehouse or Other Properties

- ### A. New Material (Condition "A")

- (1) Tubular goods, except line pipe, shall be priced on a maximum carload and/or barge load weight basis regardless of quantity transferred and equalized to the lowest prevailing price f.o.b. railway receiving point or recognized barge terminal nearest the Joint Property where such Material is normally available effective at date of transfer.

Line pipe shall be priced at the current replacement cost effective at date of transfer from a reliable supply store nearest the Joint Property where such Material is normally available if the movement is less than 30,000 pounds. If the movement is 30,000 pounds or more, it shall be priced on the same basis as casing and tubing under this paragraph.

When the Operator has equalized actual hauling costs as provided for in Paragraph 5 of Section II, Operator is permitted to include ten cents (10c) per hundred-weight on all tubular goods furnished from his stocks in lieu of loading and unloading costs sustained.

- (2) Other Material shall be priced at the current replacement cost of the same kind of Material, effective at date of movement and f. o. b. the supply store or railway receiving point nearest the Joint Property where Material of the same kind is available.
- (3) The Joint Account shall not be credited with cash discounts applicable to prices provided for in this Paragraph 2 of Section IV.

B. Used Material (Condition "B" and "C")

- (1) Material in sound and serviceable condition and suitable for reuse without reconditioning, shall be classified as Condition "B" and priced at seventy-five per cent (75%) of the current price of new Material.
- (2) Material which cannot be classified as Condition "B" but which,
 - (a) After reconditioning will be further serviceable for original function as good secondhand Material (Condition "B"), or
 - (b) Is serviceable for original function but substantially not suitable for reconditioning, shall be classified as Condition "C" and priced at fifty per cent (50%) of current new price.
- (3) Obsolete Material or Material which cannot be classified as Condition "B" or Condition "C" shall be priced at a value commensurate with its use. Material no longer suitable for its original purpose but usable for some other purpose, shall be priced on a basis comparable with that of items normally used for such other purpose.
- (4) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at prices specified in Paragraphs 1 and 2 of this Section IV because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in procuring such Material, in making it suitable for use, and in moving it to the Joint Property, provided, that notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within 10 days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished by Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

5. Equipment and Facilities Furnished by Operator

A. Operator shall charge the Joint Account for use of equipment and facilities at rates commensurate with cost of ownership and operation. Such rates shall include cost of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on investment not to exceed six per cent (6%) per annum, provided such rates shall not exceed those currently prevailing in the immediate area within which the Joint Property is located. In lieu of rates based on costs of ownership and operation of equipment, other than automotive, Operator may elect to use commercial rates prevailing in the area of the Joint Property less 20%; for automotive equipment, rates as published by the Petroleum Motor Transport Association may be used. Rates for laboratory services shall not exceed those currently prevailing if performed by outside service laboratories. Rates for trucks, tractors and well service units may include wages and expenses of operator.

B. Whenever requested, Operator shall inform Non-Operators in advance of the rates it proposes to charge.

C. Rates shall be revised and adjusted from time to time when found to be either excessive or insufficient.

V. DISPOSAL OF MATERIAL

The Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus Condition "A" or "B" Material. The disposition of surplus Controllable Material, not purchased by Operator, shall be subject to agreement between Operator and Non-Operators, provided Operator shall dispose of normal accumulations of junk and scrap Material either by transfer or sale from the Joint Property.

1. Material Purchased by the Operator or Non-Operators

Material purchased by either the Operator or Non-Operators shall be credited by the Operator to the Joint Account for the month in which the Material is removed by the purchaser.

2. Division in Kind

Division of Material in kind, if made between Operator and Non-Operators, shall be in proportion to the respective interests in such Material. The Parties will thereupon be charged individually with the value of the Material received or receivable. Proper credits shall be made by the Operator in the monthly statement of operations.

3. Sales to Outsiders

Sales to outsiders of Material from the Joint Property shall be credited by Operator to the Joint Account at the net amount collected by Operator from vendee. Any claim by vendee related to such sale shall be charged back to the Joint Account if and when paid by Operator.

VI. BASIS OF PRICING MATERIAL TRANSFERRED FROM JOINT ACCOUNT

Material purchased by either Operator or Non-Operators or divided in kind, unless otherwise agreed to between Operator and Non-Operators shall be priced on the following basis:

1. New Price Defined

New price as used in this Section VI shall be the price specified for New Material in Section IV.

2. New Material

New Material (Condition "A"), being new Material procured for the Joint Property but never used, at one hundred per cent (100%) of current new price (plus sales tax if any).

3. Good Used Material

Good used Material (Condition "B"), being used Material in sound and serviceable condition, suitable for reuse without reconditioning:

- A. At seventy-five per cent (75%) of current new price if Material was charged to Joint Account as new, or
- B. At sixty-five per cent (65%) of current new price if Material was originally charged to the Joint Account as secondhand at seventy-five percent (75%) of new price.

4. Other Used Material

Used Material (Condition "C"), at fifty per cent (50%) of current new price, being used Material which:

- A. Is not in sound and serviceable condition but suitable for reuse after reconditioning, or
- B. Is serviceable for original function but not suitable for reconditioning.

5. Bad-Order Material

Material (Condition "D"), no longer suitable for its original purpose without excessive repair cost but usable for some other purpose at a price comparable with that of items normally used for such other purpose.

6. Junk Material

Junk Material (Condition "E"), being obsolete and scrap Material, at prevailing prices.

7. Temporarily Used Material

When the use of Material is temporary and its service to the Joint Property does not justify the reduction in price as provided for in Paragraph 3 B of this Section VI, such Material shall be priced on a basis that will leave a net charge to the Joint Account consistent with the value of the service rendered.

VII. INVENTORIES

The Operator shall maintain detailed records of Material generally considered controllable by the Industry.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Material, which shall include all such Material as is ordinarily considered controllable. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator, who shall in that event furnish Non-Operators with a copy thereof.

2. Reconciliation and Adjustment of Inventories

Reconciliation of inventory with charges to the Joint Account shall be made, and a list of overages and shortages shall be jointly determined by Operator and Non-Operators. Inventory adjustments shall be made by Operator with the Joint Account for overages and shortages, but Operator shall be held accountable to Non-Operator only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale or change of interest in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory.

EXHIBIT "F"
UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

ASSESSMENTS

<u>Tract No.</u>	<u>Well Location</u>	<u>Lease Name and Well No.</u> <u>Working Interest Owner(s)</u>	<u>W.I. Owner(s)</u> <u>Assessment</u>
<u>SCHEDULE I</u>			
76	<u>Sec. 9-T24S-R37E</u> <u>SE/4 NW/4</u>	<u>Imperial Royalty No. 1</u> Ralph Clarke	\$ 6,098.00
70	<u>Sec. 8-T24S-R37E</u> <u>NE/4 SW/4</u>	<u>Cooper No. 1</u> Continental Oil Company	\$ 6,906.00
6	<u>Sec. 12-T24S-R36E</u> <u>SW/4 NW/4</u>	<u>Vaughn A-12 Fed. No. 1</u> Atlantic Richfield Company Chevron Oil Company Continental Oil Company Amoco Production Company	\$ 1,456.50 1,456.50 1,456.50 <u>1,456.50</u> \$ 5,826.00
33	<u>Sec. 36-T23S-R36E</u> <u>SE/4 SE/4</u>	<u>J. R. Holt B-State No. 2</u> Gulf Oil Corporation	\$ 5,872.00
12	<u>Sec. 10-T24S-R37E</u> <u>NW/4 SE/4</u>	<u>Mattix B Fed. No. 2</u> L. Hunt N. B. Hunt W. H. Hunt	\$ 1,473.25 2,946.50 <u>1,473.25</u> \$ 5,893.00
12	<u>SE/4 SW/4</u>	<u>Mattix B Fed. No. 3</u> L. Hunt N. B. Hunt W. H. Hunt	\$ 1,455.75 2,911.50 <u>1,455.75</u> \$ 5,823.00
13	<u>Sec. 10-T24S-R37E</u> <u>SE/4 NW/4</u>	<u>Mattix B-10 No. 1</u> L. Hunt N. B. Hunt W. H. Hunt	\$ 1,476.00 2,952.00 <u>1,476.00</u> \$ 5,904.00
44	<u>Sec. 25-T23S-R36E</u> <u>NE/4 NE/4</u>	<u>Carter No. 1</u> Mrs. V. M. Donnelly Reserve Oil & Gas Company	\$ 3,659.00 <u>3,659.00</u> \$ 7,318.00
80	<u>Sec. 9-T24S-R37E</u> <u>SE/4 NE/4</u>	<u>Lee Carter No. 1</u> Atlantic Richfield Company	\$ 6,408.00
74	<u>Sec. 9-T24S-R37E</u> <u>SW/4 NW/4</u>	<u>Fowler Hair No. 2</u> Atlantic Richfield Company	\$ 6,423.00
66	<u>Sec. 12-T24S-R36E</u> <u>SE/4 SE/4</u>	<u>Toby No. 1</u> Atlantic Richfield Company	\$ 6,448.00
32	<u>Sec. 36-T23S-R36E</u> <u>NW/4 SE/4</u>	<u>Mexico D No. 1</u> Skelly Oil Company	\$ 5,843.00
32	<u>SW/4 SE/4</u>	<u>Mexico D No. 2</u> Skelly Oil Company	\$ 5,843.00
68	<u>Sec. 7-T24S-R37E</u> <u>SW/4 SW/4</u>	<u>Toby No. 1</u> Skelly Oil Company	\$ 6,307.00

Exhibit "F"

Myers Langlie-Mattix Unit

Page Two

<u>Tract No.</u>	<u>Well Location</u>	<u>Lease Name and Well No.</u> <u>Working Interest Owner(s)</u>	<u>W.I. Owner(s)</u> <u>Assessment</u>
14	<u>Sec. 31-T23S-R37E</u> NW/4 SE/4	<u>Blinebry "A" (NCT-1) No. 1</u> Texaco Inc.	\$ 5,825.00
15	<u>Sec. 31-T23S-R37E</u> NE/4 SW/4	<u>Blinebry "B" (NCT-1) No. 3</u> Texaco Inc.	\$ 5,824.00
TOTAL			\$ 98,561.00

SCHEDULE II

27	<u>Sec. 9-T24S-R37E</u> NW/4 SW/4	<u>C. Meyers B Fed. No. 13</u> Amoco Production Company	\$ 1,642.00
28	<u>Sec. 7-T24S-R37E</u> SW/4 NE/4	<u>C. Meyers B Fed. No. 10</u> Amoco Production Company	\$ 1,240.00
28	<u>Sec. 6-T24S-R37E</u> NW/4 NE/4	<u>C. Meyers B Fed. No. 11</u> Amoco Production Company	\$ 1,866.00
47	<u>Sec. 31-T23S-R37E</u> NE/4 NE/4	<u>Cowden "C" 1-A</u> Gackle Oil Company	\$ 4,794.00
63	<u>Sec. 3-T24S-R37E</u> NW/4 SW/4	<u>S. J. Carr No. 1</u> Gulf Oil Corporation	\$ 5,642.00
35	<u>Sec. 32-T23S-R37E</u> NW/4 SW/4	<u>State JL No. 1</u> El Paso Natural Gas Company	\$ 2,939.00
23	<u>Sec. 34-T23S-R37E</u> NE/4 NW/4	<u>Blinebry B Fed. No. 3</u> Texas Pacific Oil Company	\$ 958.00

SCHEDULE III

30	<u>Sec. 36-T23S-R36E</u> SE/4 NW/4	<u>State LMT No. 2</u> Amerada Hess Corporation	\$ 15,313.00
27	<u>Sec. 4-T24S-R37E</u> SW/4 SW/4	<u>Myers B Fed. No. 2</u> Amoco Production Company	\$ 63,834.00
64	<u>Sec. 12-T24S-R36E</u> SE/4 NW/4	<u>Cooper No. 2</u> Atlantic Richfield Company	\$ 15,563.00
7	<u>Sec. 28-T23S-R37E</u> NE/4 SW/4	<u>Stuart 29 Fed. No. 2</u> Continental Oil Company	\$ 17,736.00
34	<u>Sec. 32-T23S-R37E</u> NW/4 NW/4	<u>Leonard B State No. 2</u> Great Western Drilling Company	\$ 29,075.00
58	<u>Sec. 6-T24S-R37E</u> NE/4 NW/4	<u>Carter Eaves "A" No. 1</u> Gulf Oil Corporation Cities Service Oil Company Blanche McCallister Blanche McCallister, et al	\$ 14,494.00 9,662.00 2,415.00 2,416.00 \$ 28,987.00
3	<u>Sec. 29-T23S-R37E</u> NW/4 NW/4	<u>LaMunyon Fed. No. 4</u> Gulf Oil Corporation	\$ 10,791.00
71	<u>Sec. 8-T24S-R37E</u> SW/4 SW/4	<u>Fowler Hair No. 1</u> Gulf Oil Corporation	\$ 17,768.00

BEFORE THE
OIL CONSERVATION COMMISSION

Santa Fe, New Mexico

MYERS LANGLIE MATTIX UNIT

LEA COUNTY, NEW MEXICO

Case No. 6987 Exhibit No. 13

WORKING INTEREST OWNERS

Submitted by Gethy

MAY, 1980

Hearing Date 8-5-80

<u>Name and Address</u>	<u>Unit Participation (8/8's of Production)</u>
Amerada Hess Corporation P. O. Box 2040 Attn: Outside Oper. Jt. Int. Tulsa, Oklahoma 74102	.0558909
Amoco Production Company P. O. Box 3092 Attn: Mr. E. D. Newman Houston, Texas 77001	.0478990
Arlene S. Anthony 721 Cheatham Road Glenview, Illinois 60025	.0007036
Arco Oil & Gas Company P. O. Box 1610 Attn: Mr. G. Thane Akins Midland, Texas 79702	.0835997
Mr. George R. Bentley P. O. Box 509 Pineville, Kentucky 40977	.0001228
Gloria Bundy 7678 Shalimar Street Miramar, Florida 33023	.0016886
Chevron, U.S.A. P. O. Box 1660 Attn: Mr. V. F. Vinklarek Midland, Texas 79701	.0056339
Crown Central Petroleum Corp. 1002 Wilco Building Attn: Mr. N. E. Norris Midland, Texas 79701	.0079855
Cities Service Company P. O. Box 1919 Attn: Mr. K. D. Van Horn Midland, Texas 79701	.0148118
Ms. Ellen H. Clay P. O. Box 241 Dallas, Texas 75221	.0000755

MYERS LANGLIE MATTIX UNIT
WORKING INTEREST UNIT
MAY, 1980

PAGE 2

<u>Name and Address</u>	<u>Unit Participation (8/8's of Production)</u>
Ms. Margaret B. Clay 5500 Myers Avenue Fort Worth, Texas 76107	.0064417
Clay Trusts Nos. 618 - 1,2,3 Continental National Bank Attn: Mr. D. E. Howard P. O. Box 910 Fort Worth, Texas 76101	.0063189
W. J. Clay Estate #8008 Republic National Bank P. O. Box 241 Attn: Mr. Jim B. Brown Dallas, Texas 75221	.0000755
Mrs. Adele Combs Clough 6926 Midbury Drive Dallas, Texas 75200	.0000057
Mr. Michael Clough 7717 Meadowhaven Drive Dallas, Texas 75240	.0000019
Continental Oil Company P. O. Box 460 Hobbs, New Mexico 88240	.0178506
Continental-Emsco Homer W. Key 617 Peoples Bank Building Tyler, Texas 75701	.0049189
Davoil, Inc. P. O. Box 1659 Midland, Texas 79702	.0075620
El Paso Natural Gas 1800 Wilco Building Attn: Mr. R. D. Janssen Midland, Texas 79701	.0007815
Flag-Redfern Oil Company P. O. Box 23 Attn: Mr. Ryron Graves Midland, Texas 79702	.0099077

MYERS LANGLIE MATTIX UNIT
WORKING INTEREST UNIT
MAY, 1980

PAGE 3

<u>Name and Address</u>	<u>Unit Participation (8/8's of Production)</u>
Fluor Oil & Gas Corporation 615 Midland Tower Building Midland, Texas 79701	.0009010
Gackle Oil Company P. O. Box 2038 Hobbs, New Mexico 88240	.0077395
Getty Oil Company P. O. Box 1231 Midland, Texas 79702	.1208158
Great Western Drilling Company P. O. Box 1659 Attn: Mr. John T. Hampton Midland, Texas 79702	.0137250
Gulf Oil Expl. & Prod. Company P. O. Box 1150 Attn: Joint Interest Unit Midland, Texas 79702	.0970168
Ms. Wanda P. Hess 6081 Woodway Houston, Texas 77027	.0000096 *
Weslynn McCallister Holway P. O. Box 2153 Newport Beach, Ca. 92663	.0014294
L. Hunt N. B. Hunt W. H. Hunt 2500 First National Bank Building Attn: Joint Int. Accounting Dallas, Texas 75202	.0125369 .0250738 .0125370
Ms. Grace Johnson 204 Walnut Avenue Coalinga, Ca. 93210	.0000096
Mr. F. D. Lortscher 1304 Rossmour Tower 1 Laguna Hills, Ca. 92653	.0021107

*Unsigned interest

MYERS LANGLIE MATTIX UNIT
WORKING INTEREST UNIT
MAY, 1980

PAGE 4

<u>Name and Address</u>	<u>Unit Participation (8/8's of Production)</u>
Erma Lowe P. O. Box 832 Midland, Texas 79701	.0023008
Maralo P. O. Box 832 Midland, Texas 79701	.0023008
Management Trust Company #8057 410 W. Ohio Suite 201 Attn: Mr. James Brown Midland, Texas 79701	.0023218
Mobil Producing Texas & New Mexico Nine Greenway Plaza East Suite 2700 Attn: Joint Interest Manager Houston, Texas 77046	.0090351
Mr. Boyed E. Penfield 35854 Courtney Creek Drive Brownsville, Oregon 97327	.0000096 *
Petroleum Corporation of Texas P. O. Box 911 Attn: Mr. James H. Tarpley Breckenridge, Texas 76024	.0011573
Charles T. Scott, Jr. 707 Hill Road Winnetka, Illinois 60093	.0007036
Mr. T. J. Sivley P. O. Drawer "GG" Artesia, New Mexico 88210	.0032881
Mr. R. L. Summers 1004 Sandia Drive Hobbs, New Mexico 88240	.0007027
Superior Oil Company P. O. Box 1521 Houston, Texas 77001	.0516558

*Unsigned interest

MYERS LANGLIE MATTIX UNIT
WORKING INTEREST UNIT
MAY, 1980

PAGE 5

<u>Name and Address</u>	<u>Unit Participation (8/8's of Production)</u>
Texaco, Inc. P. O. Box 3109 Attn: Mr. G. F. Clarke Midland, Texas 79702	.0914036
Texas Pacific Oil Company P. O. Box 4067 Attn: Mr. T. J. Waller Midland, Texas 79701	.0903319
Union Texas Petroleum 1300 Wilco Building Attn: Mr. John A. Freeman Midland, Texas 79701	.0076681
	<hr/>
TOTAL	.8290600

INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 14
Submitted by January 1, 1980
Hearing Date 8-5-80

WHEREAS, Section 15 of an agreement entitled "Unit Agreement," Myers Langlie-Mattix Unit, Lea County, New Mexico, dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 45, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE

ATTEST:

9-26-73

Charles E. Reny
Charles E. Reny, Assistant
Secretary

AUSTRAL OIL COMPANY INCORPORATED
Frank A. Scruggs
Frank A. Scruggs,
Vice President

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
 COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
 COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Leas)
 COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 25 day of September, 1973, by Frank A. Scruggs, Vice President of Austral Oil Company Incorporated, a Delaware corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 713
 Page 523
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

My commission expires:

June 1, 1975

NOTARY PUBLIC

JOZELLE M. COOLEY

Notary Public in and for Harris County, Texas
 My Commission Expires June 1, 1975

32519

INDemnITY AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 76, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE
December 4, 1973

ATTEST:
L. B. Hendrick
L. B. Hendrick
Assistant Secretary

AUSTRAL OIL COMPANY INCORPORATED
By Frank A. Scruggs
Frank A. Scruggs, Vice President

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 4th
day of December, 1973, by Frank A. Scruggs,
Vice President of Austral Oil Company Incorporated,
a Delaware corporation, on behalf of said corporation.


NOTARY PUBLIC

My commission expires:

June 1, 1975

JOZELLE M. COOLEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

Mac BOOK 313 PAGE 574

INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 45, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE

Oct 11, 1973

ATTEST:

By:

Assistant Secretary

PETROLEUM CORPORATION OF TEXAS

By:

President

APPROVED
AS TO FORM

AS TO CONTENT

AS TO TEST

ADMINISTRATION

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK **313** PAGE **575**

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF TEXAS)
COUNTY OF STEPHENS) SS:

The foregoing instrument was acknowledged before me this _____ day of October, 1973, by J. L. McClymond,
President of Petroleum Corporation of Texas,
a Texas corporation, on behalf of said corporation.

NOV 26 1973
at 1:00 o'clock P M
and Recorded in Book 313
Page 574
JANE RICE SMITH, County Clerk
By [Signature] Deputy

My commission expires:
June 1, 1975

Marie Branham Marie Branham
NOTARY PUBLIC
Stephens County, Texas

32545

INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

Miss BOOK 313 PAGE 509

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 57, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE

February 16, 1973

ATTEST:

William M. Speward
AGENT SECRETARY

CITIES SERVICE OIL COMPANY

W. J. Jackson
Vice President

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Oklahoma)
COUNTY OF Tulsa) SS:

NOV 26 1973
at 1:00 o'clock P
and Recorded in Book 313
Page 509
JANE RICE SMITH, County Clerk
By AB Deputy

The foregoing instrument was acknowledged before me this 11 day of June, 1973, by D. L. Kastner, Vice President of Cities Service Oil Company, a Delaware corporation, on behalf of said corporation.

Janice E. Hatham
NOTARY PUBLIC

My commission expires:

My Commission Expires March 8, 1976

32512



INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract Fifty Seven (57), described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE

July 3, 1973

ATTEST

By:

F. A. Eudy, Assistant Secretary

GENERAL CRUDE OIL COMPANY

By:

G. E. Gotschall,
Vice President

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF TEXAS)
) SS:
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 3rd
 day of July, 1973, by G. E. Gotschall,
Vice President of General Crude Oil Company,
 a Delaware corporation, on behalf of said corporation.

NOV 26 1973
 1.00
 St. _____ M
 and Recorded in Book 363
 Page 350
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

Melba L. Hapes
 NOTARY PUBLIC

MELBA L. HAPES

My commission expires:
June 7, 1975

32533

INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 57, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE

ATTEST:

1-1-74

MOBIL OIL CORPORATION

J. J. Wright
Attorney-in-Fact

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 313 PAGE 567

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Texas)
) SS:
 COUNTY OF Midland)

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 313
 Page 566
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

The foregoing instrument was acknowledged before me this 4th
 day of June, 1973, by F. S. Wright, Jr.
 attorney-in-fact President of Mobil Oil Corporation
 a New York corporation, on behalf of said corporation.

My commission expires:

 NOTARY PUBLIC

WANDA PHILLIPS, Notary Public
 In and for Midland County, Texas

32541

INDENTITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 81, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

DATE
12/21/73

ATTEST:
By O. L. Rausin
O. L. Rausin, Assistant
Secretary

CROWN CENTRAL PETROLEUM
CORPORATION

By R. M. Koddish
R. M. Koddish, Vice
President

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 315 PAGE 329

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____ TEXAS)
) SS:
 COUNTY OF _____ HARRIS)

FEB 6 1974
 at 11:30 o'clock AM
 and Recorded in Book 315
 Page 328
 JANE RICE SMITH, County Clerk
 By J. C. Deputy

The foregoing instrument was acknowledged before me this 21st
 day of December, 1973, by R. M. Kobdich,
Vice President of Crown Central Petroleum Corporation,
 a Maryland corporation, on behalf of said corporation.

My commission expires:

 NOTARY PUBLIC
 ERIN L. JONES

June 1, 1974

34997

INDEMNITY AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

WHEREAS, Section 15 of an agreement entitled "Unit Agreement, Myers Langlie-Mattix Unit, Lea County, New Mexico", dated January 1, 1973, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract 75 and 77, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of Working Interest in the Tract who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when the conditions are met that would initially have qualified such Tract for inclusion in the Unit Area without this indemnity.

This agreement shall be binding upon and inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefitted by the provisions hereof.

IN WITNESS WHEREOF, each of the undersigned has executed this instrument on the date opposite its signature.

CONTINENTAL-EMSCO COMPANY

Division of

Youngstown Sheet and Tube Company

DATE

August 23, 1973

ATTEST

Secretary

BY

W. D. Crowell
W. D. Crowell, Vice Pres.

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197____, by _____ and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF TEXAS)
COUNTY OF DALLAS) SS:

NOV 26 1973
at 1:00 o'clock P
and Recorded in Book 313
Page 517
JANE RICE SMITH, County Clerk
By [Signature] Deputy

The foregoing instrument was acknowledged before me this 23 day of August, 1973, by W. D. Crowell, Vice President of CONTINENTAL-EMSCO COMPANY, a Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires: June 1, 1975

Dorothy Wilson
DOROTHY WILSON

32516



CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated JAN 1 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 28th day of December, 1973.

Margaret B. L. Day

ATTEST:

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 315 PAGE 327

STATE OF Texas)
COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 28th
day of December, 1973, by Margaret B. Clay.

Borothy Lyman
NOTARY PUBLIC

My commission expires:

6-1-75

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____,
President of _____,
a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

FEB 6 1974
at 11:30 o'clock a M
and Recorded in Book 315
Page 326
JANE RICE SMITH, County Clerk
By J. C. Deputy

31996

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 12th day of March, 1973.

ATTEST:

N. B. HUNT
W. H. HUNT
LAMAR HUNT

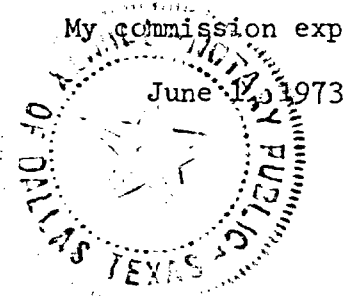
82

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORMS

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 6th
april
day of ~~March~~, 1973, by N. B. HUNT.

My commission expires:

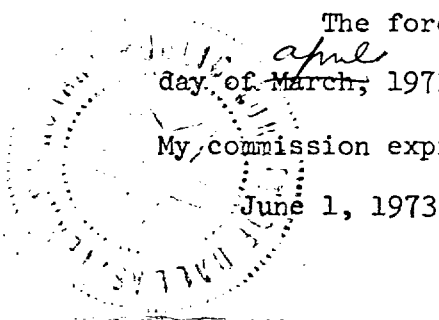


Hazel C. Harrison
NOTARY PUBLIC

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 3rd
april
day of ~~March~~, 1973, by W. H. HUNT.

My commission expires:



Rayne Johnson
NOTARY PUBLIC

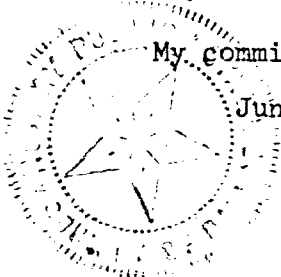
MARJORIE JOHNSON, Notary Public,
in and for Dallas County, Texas
My commission expires June 1, 1973.

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

STATE OF TEXAS)
) SS:
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 12th
april
day of ~~March~~, 1973, by LAMAR HUNT.

My commission expires:



Jean Finn
NOTARY PUBLIC

JEAN FINN, Notary Public
in and for Dallas County, Texas

NOV 26 1973
at 1:00 o'clock P
and Recorded in Book 313
Page 558
JANE RICE SMITH, County Clerk
By ASB Deputy

32537

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated Jan. 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 31st day of December, 1973.

Continental National Bank of Fort Worth and
Margaret B. Clay, Co-trustees - Clay Trusts 1,2,&3

By: D. E. Howard
D. E. Howard - Vice Pres. & Trust Officer
VICE PRESIDENT
& PETROLEUM ENGINEER - IN REG.

X Margaret B. Clay
Margaret B. Clay

Margaret B. Clay
Margaret B. Clay, INDIVIDUALLY

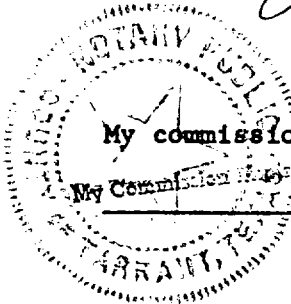
ATTEST:

Rodney Rassow
RODNEY RASSOW
ASSISTANT TRUST OFFICER

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF Texas)
 COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 11th
 day of January, 1974, by Margaret B. Gray



My commission expires:

My Commission Expires June 1, 1975

Tommie F. McQuerry
 NOTARY PUBLIC
 TOMMIE F. McQUERRY, Notary Public
 Tarrant County, Texas

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
 COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

FEB 6 1974
 at 11:30 o'clock A.M.
 and Recorded in Book 315
 Page 316
 JANE RICE SMITH, County Clerk
 By W.C. Deputy

NOTARY PUBLIC

My commission expires:

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Texas)
 COUNTY OF Tarrant) SS:

The foregoing instrument was acknowledged before me this 7th
 day of January, 1974, by W.E. Lawrence
a Vice President of Continental National Bank
a Banking corporation, on behalf of said corporation.

My commission expires:

My Commission Expires June 1, 1975

Tommie F. McQuerry
 NOTARY PUBLIC

34991

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 27th day of SEPTEMBER, 1973.

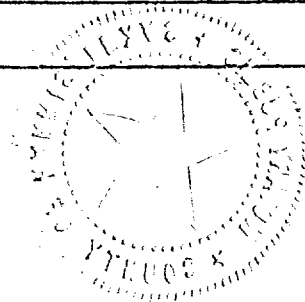
AUSTRAL OIL COMPANY INCORPORATED

By: Winston G. Smith

Winston G. Smith, Vice President

ATTEST:

Charles E. Re
Assistant Secretary



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197__, by _____.

NOTARY PUBLIC

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT
(Husband and Wife)

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197__, by _____ and _____, his wife.

NOTARY PUBLIC
STATE OF NEW MEXICO
COUNTY OF LEA
FILED

My commission expires:

NOV 26 1973
at 1:00 o'clock P M
and Recorded in Book 313
Page 521
JANE RICE SMITH, County Clerk
By _____ Deputy

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 197__, by Winston G. Smith, Vice President of Austral Oil Company Incorporated, a Delaware corporation, on behalf of said corporation.

D. D. DELANEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

D. D. Delaney
NOTARY PUBLIC

My commission expires:

32518

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 4th day of December, 1973.

AUSTRAL OIL COMPANY INCORPORATED

By: Frank A. Scruggs
Frank A. Scruggs, Vice President

ATTEST:

L. B. Hendrick
L. B. Hendrick
Assistant Secretary

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____.

NOTARY PUBLIC

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT
(Husband and Wife)

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____
and _____, his wife.

NOTARY PUBLIC

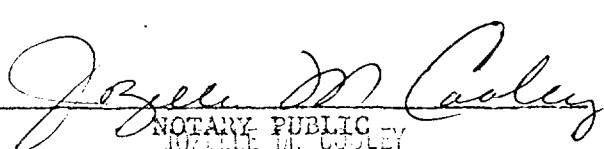
My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF HARRIS) SS:

The foregoing instrument was acknowledged before me this 5TH
day of December, 1973, by Frank A. Scruggs,
Vice President of Austral Oil Company Incorporated, a
Delaware corporation, on behalf of said corporation.

My commission expires:
June 1, 1975



NOTARY PUBLIC
JOZELE M. COOLEY
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 5th day of December, 1973.

AUSTRAL OIL COMPANY INCORPORATED

By:

Winston G. Smith
Winston G. Smith, Vice President

ATTEST:

Charles E. Re
Assistant Secretary



INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____.

NOTARY PUBLIC

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT
(Husband and Wife)

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris) SS:

The foregoing instrument was acknowledged before me this 5th
day of December, 1973, by Winston G. Smith,
Vice President of Austral Oil Company Incorporated, a
Delaware corporation, on behalf of said corporation.

NOTARY PUBLIC

G. D. DELANEY

Notary Public in and for Harris County, Texas

My commission expires:

32543

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

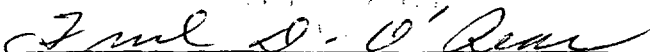
The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.


The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 7th day of March, 1973.

The Merchants National Bank of Terre Haute, Tr. u/w John M. Bentley


Fred D. O'Rear
Vice President & Trust Officer

ATTEST


Elmer A. Silvers
Vice President & Cashier

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF INDIANA)
) SS:
 COUNTY OF VIGO)

The foregoing instrument was acknowledged before me this 7th
 day of March, 1973, by Fred D. O'Rear, Vice President and Trust
 Officer of The Merchants National Bank of Terre Haute, an Indiana banking
 corporation, on behalf of said corporation.

Winnie Rowe
 NOTARY PUBLIC

My commission expires:

October 10, 1976

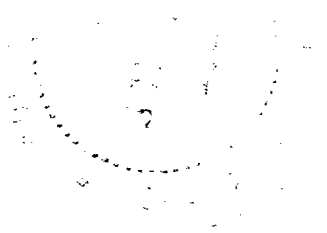


STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

NOV 26 1973

at 1:00 o'clock P
 and Recorded in Book 313
 Page 570
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

32543



CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 5th day of April, 1973.

SKELLY OIL COMPANY

WITNESSES:

R. Kendall Cherry
Assistant Secretary

Judd H. Oualine
JUDD H OUALINE VICE PRESIDENT

Approved as to Form CHL
APR

AKM

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF OKLAHOMA)
) SS:
 COUNTY OF TULSA)

The foregoing instrument was acknowledged before me this 5th
 day of April, 1973, by JUDD H. OUALLINE,
Vice President of SKELLY OIL COMPANY,
 a Delaware corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 313
 Page 584
 JANE RICE SMITH, County Clerk
 By A. Beyle Deputy

Louise H. Lain
 NOTARY PUBLIC

My commission expires:
Aug 24, 1975

32550

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated Jan. 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this ____ day
of OCT 23 1973, 197__.

WITNESS
Myss:

Vernon W. Gatz

Herbert J. Schmitz

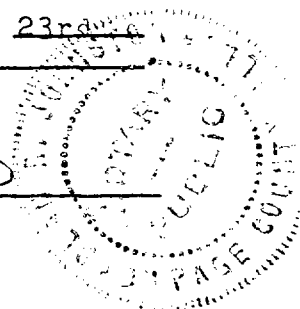
HERBERT J. SCHMITZ
2717 S. TROY STREET
CHICAGO, ILL. 60623

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF Illinois)
) SS:
 COUNTY OF DuPage)

The foregoing instrument was acknowledged before me this 23rd
 day of October, 1973, by Herbert J. Schmitz

Jean R. Schmitz
 NOTARY PUBLIC



My commission expires:

July 10, 1975

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 _____ President of _____
 a _____ corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock P
 and Recorded in Book 313
 Page 507
 JANE RICE SMITH, County Clerk
 By *ACB*

 NOTARY PUBLIC

My commission expires:

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 20th day of March, 1973.

CONTINENTAL OIL COMPANY

By: [Signature]
Attorney in Fact

ATTEST:

FORM APPROVED
SAU
LEA CO. REC
msh

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 313 PAGE 543

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF T E X A S)
) SS:
 COUNTY OF H A R R I S)

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 313
 Page 542
 JANE RICE SMITH, County Clerk
 By A. B. Smith Deputy

The foregoing instrument was acknowledged before me this 20th
 day of March, 1973, by V. C. Eissler,
President of Attorney in Fact for CONTINENTAL OIL COMPANY
a Delaware corporation, on behalf of said corporation.

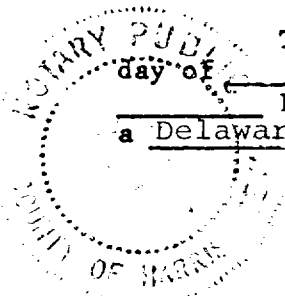
 NOTARY PUBLIC

My commission expires:

June 1, 1973

PATRICIA HORNSBY

32529



CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated JAN. 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 10th day of May, 1973.

ALLIED CHEMICAL CORPORATION

BY: Roger W. Stoneburner

ROGER W. STONEBURNER
ATTORNEY-IN-FACT

ATTEST:

P. O. BOX 2120, HOUSTON, TEXAS 77001

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
and _____, his wife.

STATE OF NEW MEXICO
COUNTY OF LEA

NOTARY PUBLIC FILED

My commission expires:

NOV 26 1973
at 1:00 o'clock P M
and Recorded in Book 313
Page 527
JANE RICE SMITH, County Clerk
By _____ Deputy

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
)
THE STATE OF TEXAS)
)
COUNTY OF HARRIS)

BEFORE ME, the undersigned authority, on this day personally
appeared ROGER W. STONEBURNER, known to me to be the person whose
name is subscribed to in the foregoing instrument, as ATTORNEY-IN-FACT of
ALLIED CHEMICAL CORPORATION, a corporation, and acknowledged to me that he
executed the same for the purposes and consideration therein expressed, in
the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 10th day
of May, 1973.

ADDIE L. BUTEL
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1973

Addie L. Butel
Notary Public in and
for Harris Co., Texas

32524

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 29 day of June, 1973.

THE FIRST NATIONAL BANK OF ROSWELL

By:

[Signature]
Vice President and Trust Officer

[Signature]
Trustees under Blanche Mc Callister Trust

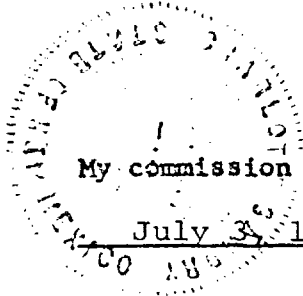
[Signature]
Executor of Blanche McCallister Estate

ATTEST:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) SS:
 COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 29
 day of June, 1973, by William J. Brennan, Vice President
and Trust Officer, on behalf of The First National Bank of Roswell, and
by Clarence E. Hinkle, Trustees under the Blanche McCallister Trust.



My commission expires:

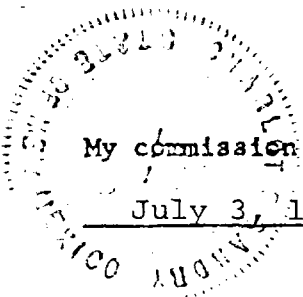
July 3, 1973

Charlotte Sanders
 NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT
 (Husband and Wife)

STATE OF NEW MEXICO)
) SS:
 COUNTY OF CHAVES)

The foregoing instrument was acknowledged before me this 29
 day of June, 1973, by Clarence E. Hinkle, Executor of
and his wife xxxxxxxxxxxx
 the Estate of Blanche McCallister, deceased.



My commission expires:

July 3, 1973

Charlotte Sanders
 NOTARY PUBLIC

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____,
 _____ President of _____, a
 _____ corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock P
 and Recorded in Book 313
 Page 564
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

NOTARY PUBLIC

My commission expires:

32540

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1923, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 23 day of March, 1973.

H. L. Landua
H. L. Landua
Charles L. Morgan, Jr.
Charles L. Morgan, Jr.

James L. Morris
James L. Morris
V. H. Van Horn, Jr.
V. H. Van Horn, Jr.

A majority of the duly appointed, qualified and acting
Independent Executors of the Estate of Ralph Lowe, Deceased

Erma Lowe
Erma Lowe, Individually and as
Independent Executrix of the
Estate of Ralph Lowe, Deceased

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

THE STATE OF TEXAS |
 |
 COUNTY OF MIDLAND |

The foregoing instrument was acknowledged before me this 22 day of
March, 1973, by H. L. Landua, Charles L. Morgan, Jr.,
 James L. Morris, and V. H. Van Horn, Jr., a majority of the duly appointed,
 qualified and acting Independent Executors of the Estate of Ralph Lowe, Deceased,
 and Erma Lowe, Individually and as Independent Executrix of the Estate of Ralph
 Lowe, Deceased.

My commission expires:
6/1/73

Mary Ellen Hood
 Notary Public in and for
 Midland County, Texas

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____,
 _____ President of _____,
 a _____ corporation, on behalf of said corporation.

STATE OF NEW MEXICO
 COUNTY OF LEA

FILED

NOTARY PUBLIC

My commission expires:

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 313
 Page 560
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

32538

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 6 day of April, 1973.

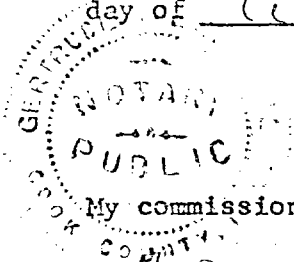
Carlene L. Anthony

ATTEST:

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF Illinois)
COUNTY OF Cook) SS:

The foregoing instrument was acknowledged before me this 6th
day of April, 1973, by HERNE S. ANTHONY.



My commission expires:

7-30-72

Gertrude V. Schy
NOTARY PUBLIC

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
_____, President of _____
a _____ corporation, on behalf of said corporation.

NOV 26 1973
At 1:00 o'clock P M
and Recorded in Book 313
Page 531
JANE RICE SMITH, County Clerk
By [Signature] Deputy

NOTARY PUBLIC

My commission expires:

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated JAN 1 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 1st day of Sept., 1973.

ATTEST:

[Signature]

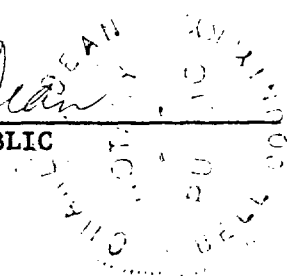
George R. Bentley
Box 590
Pinevale 19-40977

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 313 PAGE 695

STATE OF Kentucky)
COUNTY OF Bell) SS:

The foregoing instrument was acknowledged before me this 12
day of Sept, 1973, by George R. Bunting

Charles Dean
NOTARY PUBLIC


My commission expires:
Feb 9 1976

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____,
President of _____,
a _____ corporation, on behalf of said corporation.

NOV 26 1973
at 1:00 o'clock P M
and Recorded in Book 313
Page 644
JANE RICE SMITH, County Clerk
By pk Deputy

My commission expires:

NOTARY PUBLIC

22505

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated Jan 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 8 day of June, 1973.

CHEVRON OIL COMPANY

By [Signature]
Contract Agent, Western Division
By [Signature]
Assistant Secretary

ATTEST:

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 313
 Page 534
 JANE RICE SMITH, County Clerk
 By _____ Deputy

STATE OF COLORADO)
 CITY AND) SS
 COUNTY OF DENVER)

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared _____

L. G. LIVERMORE

and H. L. PURDY to me personally known, who being by me duly sworn did say that they, with the capacity designated by their signatures on the document to which this certificate is attached, are the officers or agents respectively, of Chevron Oil Company, a corporation organized and existing under and by virtue of the laws of the State of California, and that they as such officers or agents and in such capacity being authorized by its Bylaws and/or Board of Directors so to do, signed, sealed, executed and acknowledged before me the foregoing instrument on behalf of said Corporation as their voluntary act and deed and the voluntary act and deed of said Corporation for the uses, purposes and consideration therein expressed and contained by signing the name of the Corporation by them as such officers or agents and that the seal, if any, affixed to said instrument is the Corporate seal of said Corporation, and they further acknowledge to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal of office on this the 8th day of June, 1972.

My commission expires:

PEGGY D. BICKETT
 Notary Public in and for the
 State of Colorado, residing
 at Denver, Colorado.
 My commission expires Sept. 28, 1978

Peggy D. Bickett
 Notary Public

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 13 day of July, 1975.

Adelle Cornelia Clough
Adelle Cornelia Clough (owner)

ATTEST:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197__, by _____
 _____.

 NOTARY PUBLIC

My commission expires:

INDIVIDUAL ACKNOWLEDGMENT
 (Husband and Wife)

STATE OF Texas)
) SS:
 COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 23rd
 day of July, 1973, by Arnold M. Clough
 and Adelle Conkris Clough, his wife.

Charlotte Ruth Bartlett
 NOTARY PUBLIC

My commission expires:

June 1, 1975

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197__, by _____,
 _____ President of _____, a
 _____ corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock PM
 and Recorded in Book 313
 Page 511
 JANE RICE SMITH, County Clerk
 By A. B. Smith Deputy

 NOTARY PUBLIC

My commission expires:

32513

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated JAN 1 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 19 day of September, 1973.

Robert L. Summers
Robert L. Summers

ATTEST:

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____.

NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF New Mexico)
) SS:
COUNTY OF Lea)

The foregoing instrument was acknowledged before me this 19
day of September, 1973, by Robert L. Summers
and Louise L. Summers, his wife.

W. L. Board
NOTARY PUBLIC

My commission expires:
3-17-77

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
day of _____, 197____, by _____,
President of _____,
a _____ corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

NOV 26 1973

at 1:00 o'clock PM
and Recorded in Book 313
Page 513
JANE RICE SMITH, County Clerk
By [Signature] Deputy

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLEIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 27th day of August, 1973.

Wesley R. M. J.
Wesley R. M. J.
Wesley R. M. J.

ATTEST:

TEXACO Inc.

By

Attorney-in-Fact
Attorney-in-Fact

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Texas)
) SS:
 COUNTY OF Midland)

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 373
 Page 519
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

The foregoing instrument was acknowledged before me this 27th
 day of August, 1973, by V. F. Dullnig, Attorney-in-Fact,
President of TEXACO Inc.,
a Delaware corporation, on behalf of said corporation.

My commission expires:
June 1, 1975

Martha Fincher
 NOTARY PUBLIC of
 Midland County, Texas

32517

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

Mike BOOK 313 PAGE 515

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

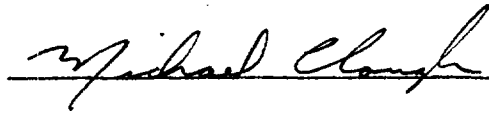
If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 13th day of August, 1973.



ATTEST:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas) SS:

The foregoing instrument was acknowledged before me this 13th
day of August, 1973, by Michael Clough.

Charlotte Ruth Sartash
NOTARY PUBLIC

My commission expires:

June 1, 1975

INDIVIDUAL ACKNOWLEDGMENT
(Husband and Wife)

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____
and _____, his wife.

NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
COUNTY OF LEA
FILED

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____
day of _____, 197__, by _____,
President of _____, a
_____ corporation, on behalf of said corporation.

NOV 26 1973
at 1:00 o'clock P
and Recorded in Book 313
Page 515
JANE RICE SMITH, County Clerk
By ATB Deputy

NOTARY PUBLIC

My commission expires:

32515

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated January 1, 1973, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

NOTWITHSTANDING ANY OF THE FOREGOING, the undersigned, Atlantic Richfield Company ratifies the Unit Agreement and Unit Operating Agreement for the Myers Langlie-Mattix Unit, Lea County, New Mexico, as to all tracts except Tract 82 and hereby expressly withholds its consent and ratification as to said Tract 82.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of March, 1973.

ATLANTIC RICHFIELD COMPANY

Power of Attorney filed
in NM 055488

By:

S. L. Smith

S. L. Smith

Attorney In Fact,

105
413
mbs
SLS

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

BOOK 313 PAGE 526

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF Texas)
) SS:
 COUNTY OF Midland)

NOV 26 1973
 at 1:00 o'clock P
 and Recorded in Book 313
 Page 525
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

The foregoing instrument was acknowledged before me this 23rd
 day of March, 1973, by S. L. Smith,
 ATTORNEY IN FACT President of Atlantic Richfield Company,
 a Pennsylvania corporation, on behalf of said corporation.

[Signature]
 NOTARY PUBLIC

My commission expires:
June 7 1973

32520

CONSENT TO AND RATIFICATION OF
UNIT AGREEMENT AND UNIT OPERATING AGREEMENT
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

KNOW ALL MEN BY THESE PRESENTS, THAT:

For the consideration and purposes stated in those certain agreements, entitled as above, both being dated 1-1-73, the undersigned (whether one or more) represents that it is a Working Interest Owner within the meaning of that term as used in captioned Unit Agreement and, as such, does hereby consent to ratify, confirm, and join in the execution of said Unit Agreement and Unit Operating Agreement, same being incorporated herein by reference, to the same extent and with like effect as if the undersigned had executed the original of said Unit Agreement and Unit Operating Agreement or a counterpart thereof and, further, the undersigned does hereby commit all of its right, title and interest in and to the lands within said Unit to the terms, provisions and agreements set forth in said Unit Agreement and Unit Operating Agreement.

If the undersigned is also a Royalty Owner, within the meaning of that term as used in said Unit Agreement, then for the considerations and purposes hereinabove stated, this ratification shall extend to the undersigned's Royalty Interest as well as to its Working Interest.

The undersigned hereby acknowledges receipt of copies of said Unit Agreement and Unit Operating Agreement and, further acknowledges that these instruments have been signed and unconditionally delivered on the date set out hereinbelow.

This ratification shall extend to and be binding upon the undersigned, his heirs, legal representatives, successors and assigns.

The undersigned, whether one or more, is referred to in the neuter gender.

IN WITNESS WHEREOF, this instrument is executed this 13 day of April, 1973.

ATTEST:

[Signature]

[Signature]

L. A. Stricklin, Vice-President
AMERADA HESS CORPORATION

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

[Signature]

INDIVIDUAL NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____.

 NOTARY PUBLIC

My commission expires:

JOINT HUSBAND AND WIFE NOTARY ACKNOWLEDGMENT FORM

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____
 day of _____, 197____, by _____
 and _____, his wife.

 NOTARY PUBLIC

My commission expires:

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

CORPORATION NOTARY ACKNOWLEDGMENT FORM

STATE OF California)
) SS:
 COUNTY OF San Diego)

The foregoing instrument was acknowledged before me this 13th
 day of April, 1973, by L. A. Strickland
Vice President of American News Corporation
 a California corporation, on behalf of said corporation.

NOV 26 1973
 at 1:00 o'clock P M
 and Recorded in Book 513
 Page 529
 JANE RICE SMITH, County Clerk
 By [Signature] Deputy

[Signature]
 NOTARY PUBLIC

My commission expires:
 My Commission Expires January 16, 1976

32522



Getty Oil Company

P.O. Box 1231, Midland, Texas 79702 • Telephone (915) 683-6301

Audra B. Cary, District Production Manager
Central Exploration and Production Division

February 5, 1980

File: Myers Langlie Mattix Unit
Langlie Mattix Field
Lea County, New Mexico

Re: Request for Division Orders

MYERS LANGLIE MATTIX UNIT
WORKING INTEREST OWNERS

Gentlemen:

The Myers Langlie Mattix Unit became effective February 1, 1974 with Skelly Oil Company (Getty Oil Company) designated as the Unit Operator. Since unitization numerous attempts have been made to obtain ratification of the Unit from all royalty owners. At the present time there are 14 tracts within the Unit which have been ratified by all working interest owners, but not all royalty interest owners have ratified.

It is estimated that approximately 500,000 Bbls. of oil will not be recovered unless the royalty under these tracts are pooled. The unrecovered reserves will be primarily due to the inability of securing a lease line agreement with the Pearson, Seibert, and Carter Foundation which hinges on the conversion of Well No. 226. This well is the only well on Tract No. 81 which has unsigned royalty interest. Legal implications would disallow our converting this well unless the royalty is forced pooled. Additional unplanned investments in operating cost will be required if these unsigned tracts are not forced pooled. The investment necessary to install new production facilities and modify existing facilities on the 14 tracts will total \$600,000. Additional operating costs to maintain these batteries will be \$90,000 per year.

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6987 Exhibit No. 15

Submitted by Getty

Hearing Date 8/5/80

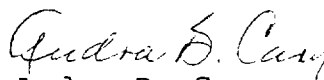
Myers Langlie Mattix Unit
Langlie Mattix Field
Lea County, New Mexico

Page 2

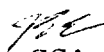
In order to eliminate the unnecessary expenditures and increase the recovery from this Unit, Getty Oil Company proposes to apply for statutory unitization for the subject Unit. This application will in no way change the existing boundary of the Unit or the current working interest owners participation in the Unit. The overall effect on the existing ratified royalty interest participation will be insignificant as only a few royalty interest owners on 14 tracts have not signed.

In order to prepare for the proposed statutory unitization of this Unit, we are requesting that each working interest owner provide this office with a current division order showing all royalty interest owners and indicating which royalty interest owners have not ratified the Unit Agreement. The Division Orders should include the royalty interest owner's name, current address, unit participation percentage, the tract's in which the royalty owner participates and an indication if the royalty owner has not ratified the Unit Agreement. Your prompt attention and cooperation will help us expedite implementation of this proposal and hearing. Any questions concerning this proposal should be directed to Mr. J. E. Eakin at this office.

Yours very truly,


Audra B. Cary

JEE:slw


cc: Mr. R. J. Starrak .
Mr. J. E. Eakin

January 3, 1980

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

TO: ALL UNSIGNED ROYALTY INTEREST OWNERS
MYERS LANGLIE-MATTIX UNIT
LEA COUNTY, NEW MEXICO
(Addressee List Attached)

BEFORE THE OIL CONSERVATION COMMISSION Santa Fe, New Mexico	
Case No. <u>6987</u>	Exhib. No. <u>17</u>
Submitted by <u>Getty</u>	
Hearing Date <u>8/5/80</u>	

Re: Ratification of Unit

Dear Royalty Interest Owner:

The Myers Langlie-Mattix Unit became effective January 1, 1973, with Skelly Oil Company (now Getty Oil Company) designated as the Unit Operator. Since unitization, numerous attempts have been made to obtain ratification of the unit from all royalty owners. Copies of the Unit Agreement and Unit Operating Agreement, along with Ratification of the Unit instruments have been mailed to each of you. There are presently eleven tracts that are not completely ratified. The unsigned tracts are causing considerable expense and costly delays in obtaining the ultimate results of a complete water flood operation.

We, therefore, request that you ratify the unit by executing the attached form which includes complete instructions. This is our final attempt to obtain ratification by your execution. Should you have questions, please call the undersigned collect - Getty Oil Company, Area Code 915-683-6301, Midland, Texas.

Yours very truly,
GETTY OIL COMPANY


H. O. Woods, Jr.

HOWJr/ss
Attachments

MYERS LANGLIE MATTIX UNIT
LEA COUNTY, NEW MEXICO
STATUS OF UNIT OWNERSHIP
MAY, 1980

ROYALTY INTEREST

	<u>Unit Interest</u>
Total Federal Interest	.0506237
Total State Interest	.0226147
Unsigned Fee	.0003938
Signed Fee	<u>.0973076</u>
Total Fee	<u>.0977014</u>
Total Royalty Interest	.1709398

WORKING INTEREST

Unsigned	.0000192
Signed	<u>.8290408</u>
Total Working Interest	.8290600
TOTAL	.9999998 *

* Round Off Error = .0000002

BEFORE THE	
OIL CONSERVATION COMMISSION	
Santa Fe, New Mexico	
Case No. <u>6787</u>	Exhibit No. <u>18</u>
Submitted by <u>Stetly</u>	
Hearing Date <u>8/5/80</u>	

FIRST REVISION - EFFECTIVE FEBRUARY 1, 1974

EXHIBIT "D"

UNIT OPERATING AGREEMENT

MYERS LANGLEIE-MATTIX UNIT

LEA COUNTY, NEW MEXICO

<u>Working Interest Owner</u>	<u>P E R C E N T</u>	
	<u>Phase I</u>	<u>Phase II</u>
Allied Chemical Co.	0.64992	1.05575
Amerada Hess Corp.	6.70553	6.48590
Amoco Production Co.	6.74352	5.58173
Arlene S. Anthony	0.0	0.08660
Atlantic Richfield Co.	5.72091	9.95273
Austral Oil Co. Inc.	6.58606	4.81463
George R. Bentley	0.03057	0.01535
Chevron Oil Company	0.83344	0.67708
Adele Combs Clough	0.0	0.00067
Michael Clough	0.0	0.00022
Cities Service Oil Company	2.18258	1.71885
Margaret B. Clay	0.91458	0.78395
Clay Trusts 618-123	0.88403	0.76861
W. J. Clay	0.0	0.01887
Continental Emsco Co.	1.26137	0.61474
Continental Oil Co.	1.88401	2.18223
Crown Central Pet. Cp.	0.73590	0.92668
Charles A. Dore	0.0	0.00222
Clara Dwyer Estate	0.05711	0.04369
El Paso Natl. Gas Co.	0.0	0.09069
Flag-Redfern Oil Co.	2.62347	1.24194
Fluor Corporation	0.10749	0.10456
Gackle Oil Co.	1.09397	0.94243
General Crude Oil Co.	0.34263	0.26212
Great Western Drlg. Co.	3.13405	2.66298
Gulf Oil Corporation	8.34613	11.35631
Lamar Hunt	1.11884	1.57707
N. B. Hunt	2.23767	3.15416
W. H. Hunt	1.11884	1.57708
Frank D. Lortscher	0.0	0.25978
Ralph Lowe Estate	0.80538	0.60534
Management Trust Co.	0.32819	0.28272
Blanche McCallister	0.31532	0.14514
Merchants Natl. Bank	0.03057	0.01535
Gertrude C. Mitchell	0.05710	0.04369
Mobil Oil Corp.	0.91368	0.69899
Petroleum Cp. of Texas	0.34357	0.14152
W. A. Pruitt	0.0	0.00111
Herbert J. Schmitz	0.0	0.20783
Charles T. Scott, Jr.	0.0	0.08659
Robert C. Scott	0.0	0.08659
T. J. Sivley	0.20707	0.40468
Skelly Oil Company	13.60717	13.95658
R. L. Summers	0.18019	0.08781
Texaco Inc.	9.55636	10.74138
Texas Pacific Oil Co.	18.34278	13.53506
TOTAL	100.00000	100.00000

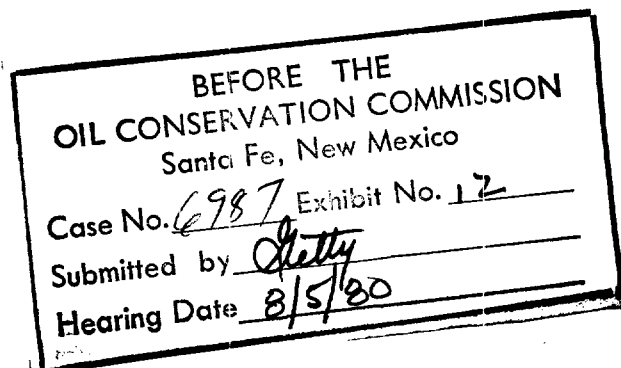
DISTRICT OFFICE
FILE COPY

SECOND REVISION - EFFECTIVE JULY 1, 1976

EXHIBIT "D"

UNIT OPERATING AGREEMENT
MYERS LANGLIE MATTIX UNIT
LEA COUNTY, NEW MEXICO

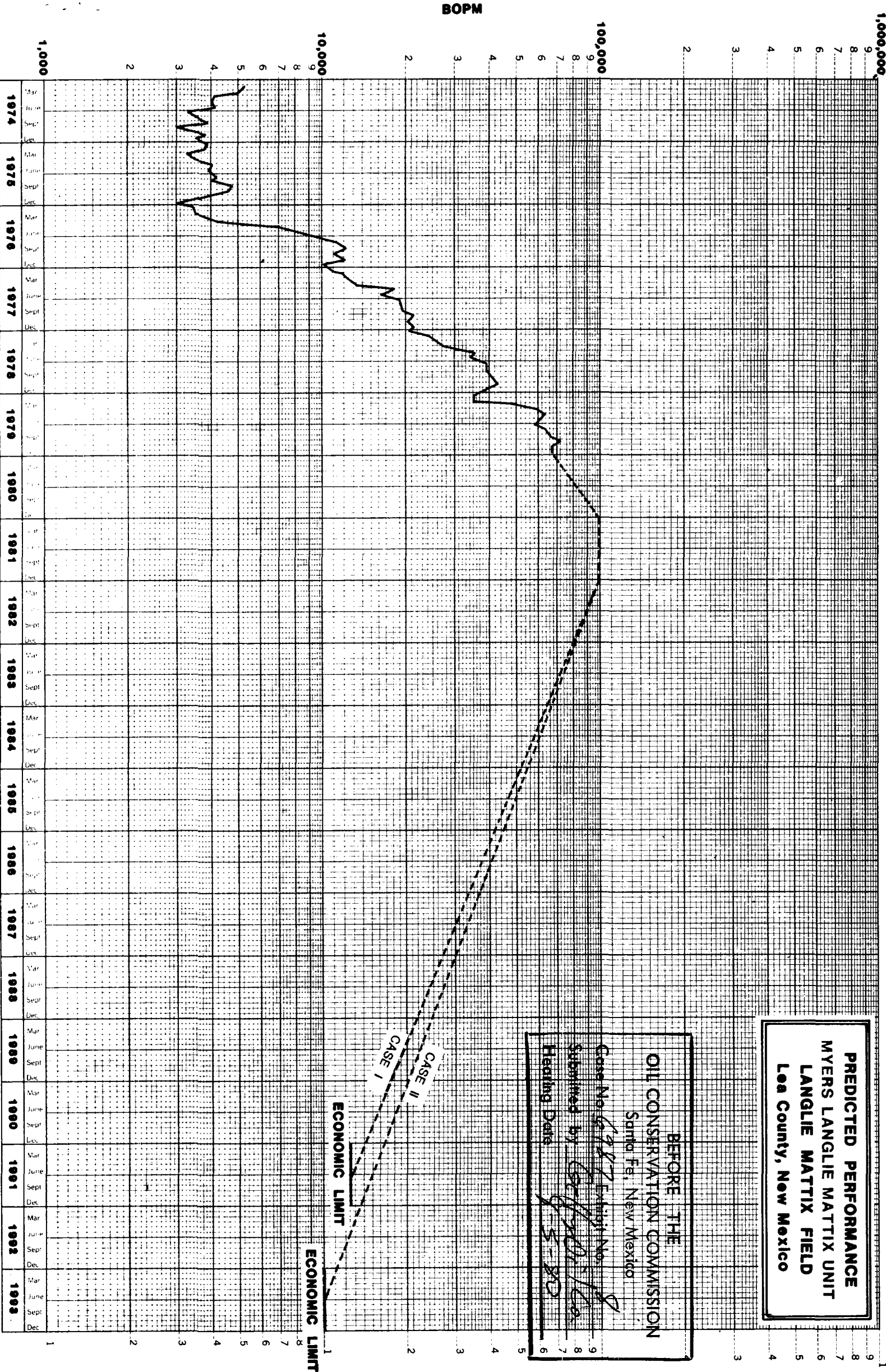
<u>Working Interest Owner</u>	<u>Participation Percent</u>
Allied Chemical Co.	1.03974
Amerada Hess Corp.	6.38753
Amoco Production Co.	5.49708
Arlene S. Anthony	.08528
Atlantic Richfield Co.	9.80180
Austral Oil Co. Inc.	6.25819
George R. Bentley	.01512
Chevron Oil Company	.66680
Adele Combs Clough	.00065
Michael Clough	.00022
Cities Service Oil Company	1.69279
Margaret B. Clay	.77206
Clay Trusts 618-123	.75696
W. J. Clay	.01859
Continental Emsco Co.	.60541
Continental Oil Co.	2.14914
Crown Central Pet. Cp.	.91263
Charles A. Dore	.00219
Clara Dwyer Estate	.04302
El Paso Natl. Gas Co.	.08931
Flag-Redfern Oil Co.	1.22311
Fluor Corporation	.10297
Gackle Oil Co.	.92814
General Crude Oil Co.	.25815
Great Western Drlg. Co.	2.62259
Gulf Oil Corporation	11.18408
Lamar Hunt	1.55315
N. B. Hunt	3.10633
W. H. Hunt	1.55316
Frank D. Lortscher	.25584
Irma Lowe	.29808
Management Trust Co.	.27844
Maralo	.29808
Blanche McCallister	.14294
Merchants Natl. Bank	.01511
Gertrude C. Mitchell	.04302
Mobil Oil Corp.	.68839
Petroleum Cp. of Texas	.13937
W. A. Pruitt	.00109
Herbert J. Schmitz	.20468
Charles T. Scott, Jr.	.08528
Robert C. Scott	.08528
T. J. Sivley	.39855
Skelly Oil Company	13.74491
R. L. Summers	.08649
Texaco, Inc.	10.57848
Texas Pacific Oil Co.	<u>13.32978</u>
TOTAL	100.00000



PREDICTED PERFORMANCE
MYERS LANGLE MATTX UNIT
LANGLE MATTX FIELD
Lea County, New Mexico

BEFORE THE
OIL CONSERVATION COMMISSION
Santa Fe, New Mexico

Case No. 6787 Exhibit No. 18
Submitted by Lea County, NM
Hearing Date 9-5-80



MYERS LANGLIE MATTIX UNIT
LEA COUNTY, NEW MEXICO
ROYALTY INTEREST OWNERS
(INCLUDING ROYALTY AND OVERRIDING ROYALTY INTERESTS)
MAY, 1980

Name and Address	Tracts	Total Participation (8/8's of production)
Walter M. Adams, Deceased c/o Raymond A. Weisner 104 So. Division St. Salisbury, MD	76	.0000235
Bertha S. Adkins Oxford, MO	76	.0000235
Albuquerque Nat'l. Bank; Testamentary Trustee of Frank D. Andrews, Deceased 123 Central Ave. NW Albuquerque, NM	6,14,19, 20,21,22	.0004706
L. B. Allen P. O. Box 69 Luling, TX 78648	64,65	.0000667
Amerada Hess Corporation Amerada Division P. O. Box 4148 Houston, TX 77001	63	.0000823
American Baptist Foreign Mission Society c/o William E. Jarvis Treasurer Vally Forge, PA 19481	76	.0000235
Amoco Production Co. Attn: Mr. E. D. Newman P. O. Box 3092 Houston, TX 77001	1,3,16,17, 18,29,60, 61	.0009120
Andrew Oil & Gas Royalties, Inc. 3428 76th St. Jackson Heights, NY 11372	76	.0000235
Merle L. Arledge P. O. Box 1135 Hobbs, NM 88240	63	.0000103
J. M. Armstrong P. O. Box 990 Midland, TX 79701	50,51,63	.0001452
Lucy Mitchell Ashton No Current Address	57	.0000538
J. D. Atkin 12 E. 36th St., #404 New York, NY	81	.0000044 *
Atlantic Richfield Co. Attn: Mr. Thane G. Akins P. O. Box 1610 Midland, TX 79702	1,29,43,45, 64,65,72,73, 79,81	.0033807
Cathie Auvenshine Route 6, Box 79N Austin, TX 78737	50,55,56	.0000284
Donald B. Baer 803 S. Bruner St. Hinsdale, IL 60521	76	.0000469

* Unsigned interest

BEFORE THE OIL CONSERVATION COMMISSION	
Santa Fe, New Mexico	
Case No. <u>6987</u>	Exhibit No. <u>16</u>
Submitted by <u>Getty</u>	
Hearing Date <u>8-5-80</u>	

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Frank Bateman P. O. Box 2447 Santa Fe, NM 87501	52,53,55, 56,61	.0000880
Charles T. Bates, Jr. 422 Ehler Rd. Manhattan, KS 66502	46,47,48, 49,63,81	.0001862
James Ray Bates P. O. Box 7446 Shawnee MSN, KS 66207	46,47,48, 49,63,81	.0001862
Kenneth C. Bates 304 First Savings Bldg. San Angelo, TX 76903	46,47,48, 49,63,81	.0001861
Lucille Chism Bates 304 First Savings Bldg. San Angelo, TX 76903	63	.0000248
Theodocia G. Bates P. O. Box 1546 Ada, OK 74820	46,47,48, 49,63,81	.0006523
Warren J. Bates P. O. Box 1357 Ada, OK 74820	46,47,48, 49,63,81	.0001863
James Henry Bearly Col.-USAF-RET 1805 West Country Club Road Roswell, NM 88201	81	.0000044
Estate of F. Page Bearse; Henry F. Smith, Admr. 242 Main St. Hyannis, MA 02601	76	.0000235
Olive Bell No Current Address	43	.0000052 *
Leon S. Bennett 175 Shore Rd. RFD 1 Buzzards Bay, MA 02532	76	.0000469
H. E. Bickford Seminole Landing 12288 Old Channel Drive N. Palm Beach, FL 33408	68	.0006028
The Bishop Whipple Schools P. O. Box 218 Faribault, MN 55021	3,16,17,18	.0000343
The Blanco Co. P. O. Box 1150 Roswell, NM 88201	3,16,17,18	.0000572
Grace B. Bockman P. O. Box 716 Roswell, NM 88201	6,7,8	.0002754
M. S. Bowers 1227 East Jefferson St. Bloomington, IL 61701	81	.0000019

* Unsigned interest

MYERS LANGLIE MATTIX UNIT
ROYALTY INTEREST OWNERS

PAGE 3

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
C. O. Boyd P. O. Box 155 Gustine, TX 76455	66	.0006207
Boys Club of America 771 First Ave. New York, NY 10017	3,16,17,18	.0000343
Joyce Ann Brown 909 N. Alameda Las Cruces, NM 88001	59	.0000898
Joyce Christmas Brown 909 N. Alameda Las Cruces, NM 88001	59,63	.0011634
Lavenia Smith Brown 15006 Sun Harbor Houston, TX 77062	64	.0000008
Stewart Ray 6108 Kingston Ave. NE Albuquerque, NM 87109	72,73	.0001910
J. W. Burrell P. O. Box 213 Midland, TX 79701	70,71	.0000224
The Bank of California, N.A. Tr. Under Declaration of TST Dated 12-23-58 Tr. Dreesen No. 2-2010 P. O. Box 7629 San Francisco, CA 94120	14,19,20,21, 22	.0001762
Keith Camp P. O. Box 470 Pecos, TX 79772	57	.0000807
Virgie M. Camp P. O. Box 470 Pecos, TX 79772	57	.0002689
Mark Campbell 623 Elm St. Yukon, OK 73099	43	.0000105
Anderson Carter P. O. Box 725 Lovington, NM 88260	44,58,63, 79,80	.0007588
Powhatan Carter, Jr. P. O. Box 328 Ft. Sumner, NM 88119	44,58,63, 79,80	.0007588
Catholic Church Extension Society of the United States of America 35 East Wacker Drive Chicago, IL 60601	10,11,29	.0001650
Marilyn Maxwell Chandler Trust #8436-00 - Republic Nat'l. Bank of Dallas, Trustee P. O. Box 241 Dallas, TX 75221	47,48	.0000360
Chevron USA Inc P. O. Box 1660 Midland, TX 79701 Attn: Mr. V. E. Vinklarek	1,29	.0002168

MYERS LANGLIE MATTIX UNIT
ROYALTY INTEREST OWNERS

PAGE 4

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
B. A. Christmas, Jr. UFE Tenant Chico Route Raton, NM 87740	59,63	.0002450
B. A. Christmas, Jr. Trustee Under Will of B. A. Christmas Care International State Bank Attn: Charles Dilisio Raton, NM 87740	59	.0003591
Bradford Ace Christmas P. O. Box 173 Wagon Mound, NM 87752	63	.0000051
B. A. Christmas, Jr., GDN For Helen Jane Christmas Chico Route Raton, NM 87740	63	.0000051
Candy Christmas Chico Route Raton, NM 87740	63	.0000051
Cities Service Co. P. O. Box 1919 Midland, TX 79701 Attn: Mr. K. D. Van Horn	49,57,64, 65,72	.0028678
Adele Clough 6926 Midbury Dr. Dallas, TX 75200	45	.0000008
Michael Clough 7717 Meadowhaven Dr. Dallas, TX 75240	45	.0000003
Charles L. Cobb 1502 Avenue Q Lubbock, TX 79401	52,53,55,56, 61	.0000029
Charles H. Coll P. O. Box 1818 Roswell, NM 88201	14,19,20, 21,22	.0002320
James N. Coll P. O. Box 1818 Roswell, NM 88201	14,19,20, 21,22	.0002320
Jon F. Coll P. O. Box 1818 Roswell, NM 88201	14,19,20, 21,22	.0002320
Max W. Coll, II P. O. Box EE Santa Fe, NM 87502	14,19,20, 21,22	.0002320
Martha Sivalis Combs 4303 Lockheed #120 Midland, TX 79703	50,55,56	.0001416
Adeline Cone Route 2, Box 363 Lubbock, TX 79415	52,53,55, 56,61	.0001178
Clifford Cone P. O. Box 6010 Lubbock, TX 79413	50,55,56	.0000284

MYERS LANGLIE MATTIX UNIT
ROYALTY INTEREST OWNERS

PAGE 5

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Douglas Cone P. O. Box 6217 Lubbock, TX 79413	50,55,56	.0000284
Hubert E. Cone 4810 University Ave. Lubbock, TX 79413	52,53,55, 56,61	.0000382
Kathleen Cone P. O. Drawer 1509 Lovington, NM 88260	50,55,56	.0001416
Kenneth G. Cone P. O. Drawer 1509 Lovington, NM 88260	50,55,56	.0000284
Stephen E. Cone, Jr. Route 2, Box 363 Lubbock, TX 79415	52,53,55, 56,61	.0000491
Tom R. Cone P. O. Box 126 Southwest City, MO 64863	50,55,56	.0000284
Conoco P. O. Box 460 Hobbs, NM 88240	1,29,62,64, 65	.0006771
Ernest L. Cooper 2410 W. Vermont St. Carlsbad, NM 88220	65	.0000747
Eunice Cooper 305 South Alameda Carlsbad, NM 88220	70,71	.0000896
Mabel Cooper 1517 John Smith Irving, TX	66	.0002069
John H. Costello 305 Andover St. Lowell, MA 01852	76	.0000470
Mildred Cotton P. O. Box 4 Tehuacana, TX 76686	66	.0000103
Don R. Cowden Oaks Branch - Box 10014 Ft. Worth, TX 76114	46,47,48, 49	.0000540
Mary Cowden Estate c/o Linda C. Hammond, Executrix 106 Tyrol Place San Antonio, TX 78209	46,47,48, 49	.0000376
William Leo Cowden P. O. Box 9052 San Antonio, TX 78204	46,47,48, 49	.0000755
William L. Cowden c/o William E. Tuttle, CPA 6100 West Ave. San Antonio, TX 78213	46,47,48 49	.0000755
The First Nat'l. Bank of Midland, Agent & Atty. in fact for John D. Crabb - Trust Dept.; Trust #144 P. O. Box 1599 Midland, TX 79701	54	.0000462

MYERS LANGLIE MATTIX UNIT
ROYALTY INTEREST OWNERS

PAGE 6

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
R. C. Crabb, Jr. P. O. Box 218 Coynosa, TX 79730	54	.0000462
Estate of Pauline Cromartie Wachovia Bank & Trust Co., N.A. P. O. Box 1170 Wilmington, NC 28401	81	.0000019
Richard L. Cromartie, Jr. 155 Ocean Lane Drive, #509 Key Biscane, FL 33149	81	.0000009
Jule Levine Daniels Ancillary EXX UW of Tina Levine 2409 Wooded Acres Waco, TX 76710	63	.0000206
Bertha Davis P. O. Box 894 Tatum, NM	54	.0000560
Betty Rae Sivalis Davis P. O. Box 1811 Midland, TX 79701	50,55,56	.0001416
Billie Davis 312 Northwood McKinney, TX 75069	61	.0000104 *
Billy G. Davis 506 Foote St. McKinney, TX 76609	52,53,54, 55,56	.0000086
Boyce R. Davis P. O. Box 26 Lake Hamilton, AR 71951	13	.0006832
F. Ferrell Davis P. O. Box 3061 Midland, TX 79701	54	.0000462
Jerry Glynn Davis 111 So. Stanton Roswell, NM 88201	52,53,54, 55,56,61	.0002385
Magnolia Davis 912 Canadian Portales, NM 88130	52,53,54, 55,56,61	.0001590
Paul L. Davis, Jr. P. O. Box 1811 Midland, TX 79702	54	.0000462
Terry Wayne Davis 912 Canadian Portales, NM 88130	52,53,54, 55,56,61	.0002385
J. H. Davis P. O. Box 92 DeKalb, MS 39328	10,11,29	.0000206
Gladys L. Day Route 5-Box 299 Brownwood, TX 76801	70,71	.0001567

* Unsigned interest

MYERS LANGIE MATTIX UNIT
ROYALTY INTEREST OWNERS

PAGE 7

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Mrs. Gladys J. Dean Rt. 2 Goldwaite, TX 76844	66	.0000207
Nancy C. Dean P. O. Box 470 Pecos, TX 79772	57	.0000807
R. DeChicchis Estate; T. J. Brown, Exr. P. O. Box 1251 Midland, TX 79702	31	.0002422
Mary Ann Deen 601 No. Fritz Ellinwood, KS 67526	50	.0000077 *
Deltex Royalty Co. Inc. 1504 Oil & Gas Bldg. Fort Worth, TX 76102	63	.0000823
Marie Jane DeVoss 2440 E. Gilenn St. - Apt. A-13 Tucson, AZ 85719	3,16,17, 18	.0001717
Betty M. Dreessen P. O. Box 817 Los Altos, CA 94022	14,19,20, 21,22	.0002320
Edward Dreessen, Jr. P. O. Box 416 Los Altos, CA 94022	14,19,20, 21,22	.0000278
Betty M. Dreessen & Ingrid Poweel- Trustees of Marie I. Kyte Rev. Living Tr. 10/6/75 P. O. Box 749 Los Altos, CA 94022	14,19,20, 21,22	.0002320
Elizabeth Bearly Dudley 6400 NW Grand Blvd. Oklahoma City, OK 73116	81	.0000044
Catherine L. Dumraese P. O. Box 20547 Houston, TX 77025	46,47,48, 49,63,81	.0016071
Mack Easley P. O. Box 848 Santa Fe, NM 87503	10,11,29	.0000206
Pauline Stone Egler 1712 Yolanda Dr. Fort Worth, TX 76112	52,53,54, 55,56,61	.0000190 *
Elks National Foundation %New England Merchants Nat'l. Bank P. O. Box 4521 Trust Dept. 55429 Boston, MA 02107	3,16,17, 18	.0000343
Thomas W. Ellison 2502 Cimmaron Midland, TX 79701	46,47,48, 49,63	.0000239
Dorothy J. Espinola 1408 Redondo Killeen, TX 76541	66	.0000103
Edith D. Fanning P. O. Box 55 Eunice, NM 88231	50,51,52, 53,54,55, 56,60,61	.0027891

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Rachel B. Fardon Castro Upper Rose Hill Dorking Surrey, England	68	.0000121
Mary Lois Farrell 3511 Cannes Ave. Riverside, CA 92501	66	.0000207
First Nat'l. Bank of Rochester Trustee c/o Finbar & Co. Northern City Nat'l. Bank of Duluth Trust Dept. Duluth, MN 55801	3,16,17, 18	.0000572
Flag-Redfern Oil Company P. O. Box 23 Midland, TX 79702	1	.0003058
Helen Fletcher 4117 Columbus Bakersfield, CA 93306	66	.0002069 *
Fluor Oil and Gas Corporation Suite 1050 1600 Broadway Denver, CO 80202	6,43,45, 46,47,48, 49,58,63, 66	.0015783
C. H. Frier No Current Address	43	.0000052 *
Mrs. Minnie P. Gainer P. O. Box 37 Tatum, NM 88267	52,53,55, 56,61	.0003258
Thomas J. Galbraith 618 N. Camino Miramonte Tucson, AZ 85716	63	.0002469
General Crude Oil Company Section 300006 P. O. Box 22089 Dallas, TX 75222	46,68	.0013472
Getty Oil Company P. O. Box 1231 Midland, TX 79702	56	.0012595
W. D. Girand, Jr. P. O. Box 1290 Hobbs, NM 88240	52,53,55, 56	.0000273
Dan Girand Exr. of the Estate of W. D. Girand c/o Rose and Johnson Attys. P. O. Box 159 Hobbs, NM 88240	61	.0000109
Irene Fardon Glaister Fardon House Frog Lane Milton-Under-Wychwood Oxon, England	68	.0000121

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Eva W. Graham Route 1, Box 307 Ash, NC 28420	81	.0000019 *
Gulf Oil Exploration & Production Co. P. O. Box 1150 Midland, TX 79702 Attn: Joint Interest Unit	16,17,34, 44,50,70	.0032976
Alfred E. Gutman 206 Winthrop St. Tanton, MA 02780	63	.0000514
Daniel L. Gutman Trustee U/W of Max Gutman P. O. Box 2823 Dallas, TX 75221	63	.0001543
Daniel L. Gutman 239 E. 79th St. New York, NY 10021	63	.0000514
Dorothy Gutman Care the Chase Nat'l. Bank 73rd St. and Broadway New York, NY 10001	63	.0001543
Linda C. Hammond 106 Tyrol Place San Antonio, TX 78209	46,47,48, 49	.0000376
Jerome T. Hanners P. O. Box 1224 Lovington, NM 82260	52,53,54, 55,56	.0000899
Mary E. Hanners P. O. Box 1224 Lovington, NM 88260	61	.0000327
Elizabeth Hannifin 700 South Lea Roswell, NM 88201	72,73	.0001910
Frederick D. Harbour P. O. Box 51 DeKalb, MS 39328	10,11,29	.0000928
Mrs. Martha Watkins Harris 324 East Main St. Henderson, TX 75652	46,47,48, 49,62	.0001517
Ima Hays 1013 South Georgia St. Amarillo, TX 79102	43,46,47, 48,49	.0000794
Sidney Z. Hays 1626 15th St. Corpus Christi, TX 78404	74,75	.0001900
K. S. Hazelhurst 230 Hill Road, Box 8 Southern Pines, NC 28387	81	.0000019
Kenneth N. Headley P. O. Box 569 Tijeras, NM 87059	68	.0000753
E. D. Isern P. O. Box 486 Ellinwood, KS 67526	50	.0000308 *

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
John H. Hendrix Corporation 525 Midland Towers Midland, TX 79701	46,47,48, 49,63	.0001800
W. C. Hentzler No Current Address	43	.0000013 *
Heritage Resources P. O. Box 777 Davis, OK 73030	66	.0005517
Wanda Pruett Hess 6081 Woodway Houston, TX 77027	45,68	.0001220
Evelyn Stump Hill 1601 Sears Ave. Artesia, NM 88210	6,7,8	.0002754
Eula Holden Route 1 Goldwaite, TX 76844	66	.0000207
Mary T. Christmas P. O. Box 3444 Houston, TX 77001	63	.0000051
Charles M. Holland, Jr. 168 Poloke Place Honolulu, Hawaii 96822	13	.0004555
Lavena Howard Pioneer Hotel Apt. 404-5 1204 Broadway Lubbock, TX 79401	52,53,55, 56	.0000021
Lavena Howard, Ind. Exec. & Tr. Est. of L. A. Howard Pioneer Hotel Apt. 404-5 1204 Broadway Lubbock, TX 79401	61	.0000008
Jack L. Hunt 544 Satellite El Paso, TX 79912	68	.0001130
James K. Hunt 236 Northwind El Paso, TX 79912	68	.0001130
Nancy Smith Hurd P. O. Box 499 Laredo, TX 78040	64	.0000008
Sharon Cooper Hurst 715 Countryside Pl. Carlsbad, NM 88220	64	.0000586
Wallace W. Irwin P. O. Box 1071 Midland, TX 79701	62	.0001635
Alan Isern P. O. Box 486 Ellinwood, KS 67526	50	.0000155 *
Carolyn Isern P. O. Box 486 Ellinwood, KS 67526	50	.0000155 *

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Edward Isern, Jr. 601 No. Fritz Ellinwood, KS 67526	50	.0000077
Marian Isern 601 No. Fritz Ellinwood, KS 67526	50	.0000154
Catherine Ivy P. O. Box 251 Fairfield, TX 75840	66	.0000207
Howard Bradley Jack 60 Brookfield Lane Ramsey, NJ 07446	10,11,29	.0001958
Trustees of Jal Public Library Fund P. O. Box 178 Jal, NM 88252	46,47,48, 49,62	.0003319
C. Guy James 420 W. Lubbock St. Slaton, TX 79364	72,73	.0001910
Howard W. Jennings Suite 1819 - 211 N. Ervay Bldg. Dallas, TX 75201	72,73	.0001910
Grace Johnson 204 Walnut Ave Coalinga, CA 93210	45,68	.0001220
R. L. Johnson 3815 Yarborough Jacksonville, FL 32211	81	.0000020
Jack M. Johnston Route 1, Box 48 Mt. Calm, TX 76673	66	.0002069
Christopher D. Jones 3219 Overland Ave. #4210 Los Angeles, CA 90034	68	.0000080
Wendelin Elizabeth Jones c/o Renate Dymesich HQ USAE AFCENT P. O. Box 60 Apo, NY 09011	68	.0000080
Pauline Jones Route 1 LaMonte, MO 65337	68	.0000080
Jones Robinson Company P. O. Box 2076 Roswell, NM 88201	44,79,80	.0019909
Marjorie Cone Kastman 2420 Quaker, Sutie 201 Lubbock, TX 79410	52,53,55, 56,61	.0000446
William M Kelk, Katherine C. Kelk & T. Sealy TRS under Trust created by last Will and Test. of S.E. Cone, Decd. 1801 Ave. of the Stars STE 430 Los Angeles, CA 90067	52,53,55, 56,61	0000446

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Lonnie Kemper P. O. Box 1105 Artesia, NM 88210	54	.0000839
Occo Jane Kennedy 3721 Waterflood Dr. Corpus Christi, TX 78415	66	.0000103 *
Martha M. Hays Keymer 815 Darlington Ave. East Lansing, MI 48823	74,75	.0007598
R. E. King 580 Shore Acres Drive Mamaroneck, NY 10543	46,47,48, 49	.0001371
Kirby Exploration Co. Treasury Dept. P. O. Box 3142 Houston, TX 77001	76	.0002348
Helen Kolliker 3812 Hillcrest Drive El Paso, TX 79902	46,47,49	.0001082
Helen MacGruder Kolliker; Ft. Worth Nat'l. Bank of Fort Worth, Tx, Trustee; Personal Endorsement Req 3812 Hillcrest Dr. El Paso, TX 79902	48	.0000007
David Bond Kyte C&O Bartlett and Pringle 26 West Figueroa St. Santa Barbara, CA 93104	19,20,21, 22	.0001984
Lagloria Oil & Gas Company Attn: Acctg. Dept. 1 Houston CTR RM 800 P. O. Box 2521 Houston, TX 77001	64,65	.0002665
Wilma Chism Lain P. O. Box 1219 Seminole, OK 74868	63	.0000249
Nina Odessa Lankford P. O. Box 914 Alpine, TX 79831	43,45,66	.0002521
Lasca, Inc. 1731 Ft. Worth Nat'l. Bank Bldg. Ft. Worth, TX 76102	65	.0001912
Dorothy Mitchell Latady 2317 Washington Ave. Pascogoula, MS 39567	10,11	.0000017
Leslie Leavy 1051 NW 116 Ave. Ft. Lauderdale, FL 33323	74,75,77	.0001757
Allie M. Lee Trust First Nat'l. Bank of Roswell, NM, Trustee P. O. Box 1977 Roswell, NM 88201	46,47,48	.0000165

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Virginia Mitchell Lee 5508 Oak Park Ct. Mobile, AL. 36609	10,11	.0000017
Patrick J. Leonard P. O. Box 335 Dallas, TX 75221	3,16,17, 18	.0000572
Robert J. Leonard P. O. Box 400 Roswell, NM 88201	3,16,17, 18	.0000572
Timothy T. Leonard P. O. Box 6006 San Antonio, TX 78209	3,16,17, 18	.0000572
L. T. Lewis Trust Estate P. O. Box 1738 Roswell, NM 88201	72,73	.0001432
Nellie T. Lewis P. O. Box 1738 Roswell, NM 88201	72,73	.0001432
Doris Kennedy Lile P. O. Box 146 Freer, TX 78357	66	.0000103 *
John M. Loffland, Jr. 261 Rowan Building Fort Worth, TX 76116	14,19,20, 21,22	.0006961
Richard A. Loweth, Admr. of the Est. of Alfred R. Loweth Rhinebeck, NY 12572	76	.0000235
Alvin Luskey 101-05 North Houston Ft. Worth, TX 76102	46,47,48, 49,63	.0000449
David Luskey 101 North Houston Ft. Worth, TX 76102	46,47,48, 49,63	.0000450
Gary Luskey 101 North Houston St. Ft. Worth, TX 76102	46,47,48, 49,63	.0000451
Louis Luskey 101 North Houston St. Ft. Worth, TX 76102	46,47,48, 49,63	.0000450
The JE & LE Mabee Foundation, Inc. Suite 2535 First Place Tulsa, OK 74103	50,51	.0003770
Roy S. Magruder Ft. Worth Nat'l. Bank, Trustee Trust 1059 P. O. Box 2605 Ft. Worth, TX 76101	46,47,48, 49	.0001089
Arne S. Maki No current address	43	.0000052

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Marshall & Winston Inc. P. O. Box 874 Midland, TX 79701	3,6,14,16, 17,18,19, 20,21,22	.0008020
The Ephrata National Bank, Admr. of the Est. of Christian R. Martin, Dec'd. Attn: Mr. Samuel F. Stock 31 E. Main St. Ephrata, PA 17522	76	.0000470
Norma Chism McCarthy P. O. Box 985 Seminole, OK 74868	63	.0000249
Donna S. McClinton Oaks Branch - Box 10001 Ft. Worth, TX 76114	49	.0000215
Elsie F. McKean Trust Acct. #747 Frost Nat'l. Bank of San Antonio, Trustee 100 West Houston St. - Box 1600 San Antonio, TX 78296	64,65	.0000134
John Byron McKean c/o James Bettersworth LaPlaza Bldg. Seguin, TX 78155	64,65	.0000141
Montana McKean P. O. Box 349 Luling, TX 78648	64,65	.0000137
Mary Lee McKinnis P. O. Box 955 Eunice, NM 88231	52,53,54, 55,56,61	.0007837
First Nat'l. Bank in Corsicana Ttee - Frank McNally Tr. #502 P. O. Box 613 Corsicana, TX 75110	14,20,21, 22	.0000424
Owen W. McWhorter 3208 42nd St. Lubbock, TX 79413	52,53,55, 56,61	.0000029
Mrs. Exor. Megan, GDN of Est. of Mrs. Maude Eagle Pfouts c/o A. J. Roberts Mercantile Bank Bldg. Dallas, TX 75222	64	.0000001 *
Sophie Walther Middleton P. O. Box 404 Wilmington, DE 19899	76	.0000470
Mrs. Clyde W. Miller 222 South Justin Ave. Dallas, TX 75211	46,47,48, 49,62	.0000580
Laura A. Miller; R. W. Miller; M. Peterson; & Bushacher c/o Mr. L. Ledgerwood 3614 Wayne Amarillo, TX 79109	43	.0000008

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Mississippi Baptist Foundation P. O. Box 530 Jackson, MS 39205	29	.0000607
Dorothy Beaty Mitchell 2317 Washington Ave. Pascagoula, MS 39567	10,11,29	.0000153
Mobil Producing Texas & NM Inc. Nine Greenway Plaza - Suite 2700 Houston, TX 77046	46,57,64, 68	.0035069
J. Hiram Moore No current address	43	.0000005
Judd Moore 2211 North Marion Tulsa, OK 74115	81	.0000044
Robert P. Moore %Moore Cycle Shop 1537 W. Main Oklahoma City, OK 73106	70,71	.0000896
Bonnie H. Morrison % Security Nat'l. Bank Roswell, NM 88201	50	.0000462
Neicia Mounsey 7021 Flossmoor Ave. Mesa, AZ 85208	72,73	.0003819
Venice Narramore P. O. Box 576 Sudan, TX 79371	64,65	.0001333
Mary Lois Neal, Executrix of the Estate of C. Melvin Neal P. O. Box 278 Hobbs, NM 88240	52,53,55, 56	.0000274
C. M. Neal P. O. Box 287 Hobbs, NM 88240	61	.0000109
First National Bank Trust Nevada Children's Fdn Inc. P. O. Box 1977 Roswell, NM 88201	49	.0000322
First National Bank Trust Nevada Tuberculosis & Health Association P. O. Box. 1977 Roswell, NM 88201	49	.0000322
State of New Mexico Commissioner of Public Lands Santa Fe, New Mexico 87501	30,31,32,33,34, 35,36,37,38, 39,40,41,42	.0226147
New Mexico Boys Ranch Inc. Boys Ranch Sta. Boys Ranch, NM 87002	3,16,17,18	.0000343
Richard Ward Nommenson and Patricia N. Hoffmaster Co-Trustees U/T/A Dated Aug. 29, 1979 6734 Sharpcrest Houston, TX 77074	63	.0000077

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
North Central Oil Corp. P. O. Box 27491 Houston, TX 77027	50,52,54, 55,56	.0003729
R. Howard Olsen Suite 236 The Quadrangle 2800 Routh St. Dallas, TX 75201	19,20,21, 22,23,24, 25,26,29, 72	.0125649
Myrtle M. Olson Kaldahl Apt. 10 Glenwood, MN 56334	3,16,17, 18	.0000572
Mrs. Lucille M. Owens 337 Travis Park West Bldg. San Antonio, TX 78205	64,65	.0000055
Mary M. Parr P. O. Box 491 Lawrence, KS 66044	43	.0000013
Boyed E. Penfield 35854 Courtney Creek Dr. Brownsville, OR 97327	45,68	.0001220
Estate of Robert Lee Penn, Elizabeth H. Penn, Trustee 4633 First Intern't'l. Bldg. Dallas, TX 75270	65	.0000183
William Y. Penn, Trustee U/W of Robert Lee Penn 4633 First International Bldg. Dallas, TX 75270	64	.0000143
Nancy Elizabeth Penson 4633 First Internat'l. Bldg. Dallas, TX 75270	64,65	.0000978
Petco P. O. Box 911 Breckenridge, TX 76024	66	.0007356
E. Ray Phelps P. O. Box 1896 Roswell, NM 88201	74,75,77	.0000083
Ferinez Phelps 1539 Hilton Ave. Columbus, GA 31903	74,75,77	.0000083
Clinton Lowell Pittman Star Route Box 23 Logan, NM 88426	52,53,55 56,61	.0001629
James Forrest Pittman 308 S. Maxwell St. Ulysses, KS 67880	52,53,55, 56,61	.0001629
Marshall Henry Pittman Star Route - Box 20 Logan, NM 88426	52,53,55, 56,61	.0001629
Elinor Polhamus 107 Helen Ave. Santa Cruz, CA 95065	74,75,77	.0001974

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Ingrid K. Powell P. O. Box 416 Los Altos, CA 94022	14,19,20, 21,22	.0000278
John L. Pratt, III c/o Attmann, Kellison & Siegler 900 Grande Bldg. 1616 H St. N.W. Washington, D.C. 20006	76	.0000156
Promco, Inc. c/o Attmann, Kellison & Siegler 900 Grande Bldg. 1616 H St. N.W. Washington, D.C. 20006	76	.0000313
A. E. Pruner Suite A 1900 State St. Santa Barbara, CA 93102	14	.0000386
John Quinn 305 Los Arboles Santa Fe, NM 87501	10,11,29	.0000206
M. S. Rawls 3413 Lewis Farm Rd. Raleigh, NC 27603	81	.0000019
Shirley Baker Ray 3316 Sidney Dr. Mesquite, TX 75150	43,46,47, 48,49	.0001173
Virgil K. Reeve P. O. Box 756 Crystal River, FL 32629	72,73	.0000955
Reginald Regis 243 Walnut Road Stafford, PA 19087	74,75,77	.0001757
First National Bank Trust Reno Cancer Center Inc. P. O. Box 1977 Roswell, NM 88201	49	.0000322
Republic Nat'l. Bank of Dallas Ttee U/W/O Selma E. Andrews Trust #5188 P. O. Box 241 Dallas, TX 75221	6,14,19, 20,21,22	.0005460
John J. Reynolds 505 Park Avenue New York, NY 10022	65	.0010036
Winnie Mae Rhodes c/o McKinley Elementary School 6th & Highland Joplin, MO 64801	66	.0002069
Ritts Royalty Company c/o Bank of Oklahoma - Trust Dept. P. O. Box 2300 Tulsa, OK 74192	81	.0001373

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Don J. Robertson 987 Central Ave. Plainfield, NJ 07060	63	.0000823
Ethel Mitchell Robinson No Current Address	57	.0000538
Rocket Oil & Gas Co. P. O. Box 663 Oklahoma City, OK 73101	69	.0027599
Leonard Rosenbaum P. O. Box 41 Dekalb, MS 39328	10,11,29	.0000928
Royalty Roundup, Inc. P. O. Box 5615 Midland, TX 79701	64,65	.0000003 *
M. S. Rule J-1, Shelton Apartments Raleigh, NC 27603	81	.0000019
Lula S. Rush c/o Charles A. Abbott 1509 Main St. Suite 1107 Dallas, TX 75201	13	.0013665
Jimmie N. Russell 5812 Westslope Dr. Austin, TX 78731	66	.0000104
Jonnie R. Russell 5702 DeLange Houston, TX 77018	66	.0000207
Paul C. Russell 4525 San Vincente Ave. Atascadero, CA 93422	66	.0000207
Rufus B. Russell For Deposit only Acct. #9153 Waco Savings & Loan Waco, TX 76703	66	.0000103
Thurman A. Russell 4701 Dodd Corpus Christi, TX 78415	66	.0000207
Sabine Corporation P. O. Box 84868 Dallas, TX 75284	3,6,16,17, 18,60	.0005393
St. Mary's Church Ticonderoga, NY 12883	76	.0000704
Stella Sanders P. O. Box 777 Parker, AZ 85344	64,65	.0001333
Scope Industries 4250 Wilshire Blvd. Los Angeles, CA 90010	62	.0001635
F. W. Scott 9310 N. Armenia Ave. Tampa, FL 33612	81	.0000009

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Mary Helen Seeton 1815 Union Dr. Denver, CO 80215	63	.0002470
The First Nat'l. Bank of Midland Trustee For Trust #341 Helen Crabb Seline P. O. Box 270 Midland, TX 79701	54	.0000346
The First Nat'l. Bank of Midland, Trustee for Trust #899 Helen Crabb Seline f/b/o Christopher Seline P. O. Box 270 Midland, TX 79701	54	.0000115
Virgie L. Sharp 235 Harkle Road Ave. Santa Cruz, CA 95062	64,65	.0001333
Warren E. Shaw & Henning A. Johnson Co. Exec. Estate of Sara F. Shaw Norwell, MA 02061	76	.0000235
Shell Companies Foundation, Inc. P. O. Box 20329 Houston, TX 77025	31,44	.0005743
Polk Shelton 9110 Bluff Springs Rd Austin, TX 78744	52,53,55, 56,61	.0000045
Shriners Hospital for Crippled c/o Treasurers Office P. O. Box 25356 Tampa, FL 33623	46,47,48, 49	.0000376
Eugenia Hill Maxwell Shumway 2013 Continental Nat'l. Bank Bldg. Ft. Worth, TX 76102	47,48	.0000354
Joyce Davis Shurmon 1712 Yolanda Dr. Ft. Worth, TX 76112	52,53,54,55 56,61	.0000190
J. E. & Beulah Simmons Trust New Mexico Bank and Trust, Successor Trustee P. O. Box 400 Hobbs, NM 88240	47	.0000205
Stanley Singer 1790 One Williams Center Tulsa, OK 74103	69,81	.0003095
O. W. Skirvin P. O. Box 1872 Oklahoma City, OK 73101	81	.0000396
Archie D. Smith & Clarabelle Beals Smith as joint tenants with right of survivorship 1252 East 29th St. Tulsa, OK 74114	81	.0001373

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
C. L. Smith Kelly, NC 28448	81	.0000021
D. L. Smith Kelly, NC 28448	81	.0000001
D. M. Smith Kelly, NC 28448	81	.0000001
E. D. Smith 2029 Bills Dr. Jacksonville, FL 32210	81	.0000021
E. Smith 7314 Friden Dr. Falls Church, VA 22043	81	.0000019
F. L. Smith Rt. 1, Box 188 Sebring, FL 33870	81	.0000019
H. E. Smith 133 Evans Ave. Pacific Grove, CA 93950	81	.0000009
H. W. Smith, Jr. Route 2, Box 890 Castle Hayne, NC 28429	81	.0000019
H. E. Smith Rt. 1, Box 10E Winnabow, NC 28479	81	.0000001
L. D. Smith P. O. Box 421 Elizabethtown, NC 28337	81	.0000021
Leon Richard Smith, Jr. 115 Gatewood San Antonio, TX 78209	64	.0000008
M. M. Smith 117 Moreland Ave. Laurens, SC 29360	81	.0000019 *
Myrtle M. Smith 711 Navarro - Suite 337 San Antonio, TX 78205	65	.0000031
M. S. Smith Kelly, NC 28448	81	.0000019
R. P. Smith 214 Grande Ave. Raleigh, NC 27606	81	.0000021
R. H. Smith 4 Sedgewood Dr. North Augusta, SC 29841	81	.0000002 *
Phyllis C. Smythe 2010 N. Lake Dr. Milwaukee, WI 53202	68	.0000482

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Edith G. Socolow and A. Walter Socolow Trustees U/A dated Nov. 24, 1976 45 East 82nd St. New York, NY 10028	63	.0000515
Southern California Petroleum Corporation 4250 Wilshire Blvd. Los Angeles, CA 90005	63	.0001646
Southland Royalty Company 1000 Fort Worth Club Tower Fort Worth, TX 76102	6,14,19,20, 21,22	.0019004
Kathryn D. Sparr 2050 South Hillside Wichita, KS 67211	74,75	.0001900
Estate of Odella N. Spears; Gladys 632 North Juniper Midwest City, OK 73130	81	.0000222
June D. Speight P. O. Drawer 1687 Lovington, NM 88260	63	.0000823
Leona L. Stagner 1301 Bryon Circle Carlsbad, NM 88220	70,71	.0000447
J. H. Steedman P. O. Box 1429 Midland, TX	41	.0000800
Dorothy M. Stein P. O. Box 685 Luling, TX 78648	64	.0000032 *
Estate of Jack Stieren, Georgia A. Stieren, Indep. Executrix 410 Downshire San Antonio, TX 78216	64,65	.0000014
Hazel T. Stines Ashley Ave. Brielle, NJ	76	.0000235
Tenie Stoll No Current Address	43	.0000013 *
R. E. Stripling 2607 McClintic Midland, TX 79701	41	.0000800
First Nat'l. Bank in Corsicana TT Ttee Bessie W. Stroube Tr. #496 P. O. Box 613 Corsicana, TX 75110	14,20,21, 22	.0001696
First Nat'l. Bank in Corsicana Ttee of Bessie Watts Stroube Life Est. Trust #494 P. O. Box 613 Corsicana, TX 75110	14,20,21, 22	.0000424

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Mrs. H. R. Stroube P. O. Box 613 Corsicana, TX 75110	14	.0000386
H. R. Stroube, Jr. Trust 1ST Nat'l. Bank Corsicana TX - Co-Trustee P. O. Box 613 Corsicana, TX 75110	4,19,20, 21,22	.0001472
Jack A. Stroube Trust 1ST Nat'l. Bank Corsicana TX Trustee P. O. Box 613 Corsicana, TX 75110	14,19,20, 21,22	.0001472
First National Bank in Corsicana Ttee for Joe E. Stroube Tr. #495 P. O. Box 613 Corsicana, TX 75110	14,20,21, 22	.0000424
Mary W. Stroube P. O. Box 613 Corsicana, TX 75110	19,20,21, 22	.0002558
First Nat'l. Bank in Corsicana & Joseph E. Stroube Co-Ttees of Susan & Elizabeth Stroube Tr. #493 Corsicana, TX 75110	14,20,21, 22	.0000424
A. K. Stubbs P. O. Box 1567 Longview, TX	76	.0000469
Floyd Stuteville 1712 Belle Plain Brownwood, TX 76801	70,71	.0001567
Robert L. Summers P. O. Box 860 Hobbs, NM 88240	58	.0001787
Sun Oil Co. P. O. Box 84638 Dallas, TX 75284	66	.0014710
Superior Oil Co. Attn: Treasury Dept. P. O. Box 1521 Houston, TX 77001	45,68	.0007558
C. F. Taylor & L. Taylor P. O. Box 103 Roff, OK 74865	52,53,55, 56,61	.0000409
Esther U. Taylor, Ind. & as Exec. of the Estate of James L. Taylor, 704 Yeso Hobbs, NM 88240	52,53,55, 56,61	.0000510
Texaco, Inc. P. O. Box 2406 Houston, TX 77001	19,20,21, 22,23,24, 25	.0087724
Nan McKean Tice c/o Nelson & Nelson 2621 W. Missouri Artesia, NM 88210	64,65	.0000072

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Delia Toby 3548 A Rd. Loxahatchee, FL 33470	66	.0002069
Tortuga Oil & Gas, Inc. 3647 University Blvd. Dallas, TX 75205	64,65	.0000012
Lynn D. Durham & Clarence Scharbauer Jr., Executors - Estate of Fred Turner, Jr. & Juliette Miller Dec'd. P. O. Box 910 Midland, TX 79701	70,71	.0001567
Wachovia Bank & Trust Co. Distributed to 21 Beneficiaries	81	.0000396 *
U.S. Geological Survey Oil Royalty Drawer 1857 Roswell, NM 88201	1,2,3,6,7, 8,10,11,12, 13,14,15,16, 17,18,19,20, 21,22,23,24, 25,26,27,28,29	.0506237
Regents of the University of New Mexico c/o Univ. of New Mexico Albuquerque, NM 87131	3,16,17, 18	.0000343
Thomas G. Voss Successor Trustee U/W of F. Walter Voss 922 N. Drive Sunset Parkway Seymour, IN 47274	63	.0000823
Thomas G. Voss 922 North Drive Seymour, IN 47274	63	.0000823
David D. Wakefield P. O. Box 483 Madison, NJ 07940	76	.0000078
Robert W. Wakefield c/o R. W. Wakefield P. O. Box 707 Wilmington, DE 19899	76	.0000078
Robert W. Wakefield, Ancillary Exec. of the Estate of Frances Grier Wakefield P. O. Box 707 Wilmington, DE 19807	76	.0000313
Frank S. Walker 6711 NW 72nd St. Tamarac, FL 33313	76	.0000469
Geraldine Walker 3611 Henry St. Greenville, TX 75401	52,53,54, 55,56,61	.0000190
Mrs. Nora Walker 3315 54th St. Lubbock, TX 79413	64,65	.0000002

* Unsigned interest

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
Donald R. Wallace 807 Lehman No. 34 Houston, TX 77018	43	.0000052
G. William Ward, Dec'd. c/o Thomas Ward P. O. Box 153 Salisbury, MD 21801	76	.0000117
L. Atwood Bennett Trustee for Thomas Ward P. O. Box 153 Salisbury, MD 21801	76	.0000117
L. S. Ward P. O. Box 1371 Lumberton, NC 28358	81	.0000009
B. S. Warren 2017 S. Churchill Dr. Wilmington, NC 28401	81	.0000002
Myrtis Dean Watkins 322 East Main St. Henderson, TX 75652	46,47,48, 49,62	.0001518
Way Enterprises Inc. P. O. Box 1756 Midland, TX 79701	63	.0000823
Ruth Rush Weaver c/o Charles Abbott 1509 Main St. Suite 1107 Dallas, TX 75201	13	.0006832
J. C. Williams Coharie Acres Clinton, NC 28328	81	.0000009
Wilson Estates 408 Century Plaza Bldg. Wichita, KS 67202	46,47,48, 49	.0000755
Mildred M. Wilson 1516 North Golder Odessa, TX 79761	13	.0004555
Annabel Winningham 3304 S. Van Buren St. Amarillo, TX 79109	43,46,47, 48,49	.0000794
Wiser Oil Co. P. O. Box 192 Sistersville, WV 26175	68 68	.0003014 .0003014
Samuel Joseph Wolf P. O. Box 186 Finksburg, MD 21048	74,75,77	.0002720
Wood Oil Company Suite 518, 320 South Boston Tulsa, OK 74103	74,75,77	.0006242
Florence Louise Woods P. O. Box 1867 Ardmore, OK 73401	52,53,54, 55,56,61	.0001346

<u>Name and Address</u>	<u>Tracts</u>	<u>Total Participation (8/8's of production)</u>
J. Wooten 93 14th St. Garden City, NY 11530	81	.0000009 *
T. L. Wooten Oleander Court, #F-1 Wilmington, NC 28401	81	.0000019 *
Isabelle Warn Workman 1131 Sheraton Dr. Lacanada, CA 91011	43	.0000052
W. A. Yeager P. O. Box 990 Midland, TX 79702	50,51,63	.0001452
Edna Polhamus Young 51 Via Roma Wichita, KS 67207	74,75,77	.0000217
Jennie D. Young 2468 Edith Blvd. Tucson, AZ 85716	52,53,54, 61,62	.0022162
	TOTAL	.1709398

* Unsigned interest

SECOND REVISION - EFFECTIVE JULY 1, 1976

EXHIBIT "B"
UNIT AGREEMENT
MYERS LANGLE-MATTIX UNIT
LEA COUNTY, NEW MEXICO

Revised Exhibit 10 "B"

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record And Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
1	T23S - R36E Sec. 25: N/2 SE/4; E/2 SW/4 & SW/4 SW/4	200.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	Continental Oil Company - 1.25000% Chevron Oil Company 1.25000% Atlantic Richfield Company - 1.25000% Amoco Production Company - 1.25000% Ben Redman - 2.50000%	Flag-Redfern Oil Co. 100%
2	T23S - R36E Sec. 25: S/2 SE/4	80.00	LC-030139(b) H.B.P.	USA - All Schedule D 12.5%	J. Roger Lynn - 25% Patrick Lynn - 25% William R. Lynn - 25% Estate of Theresa Lynn - 25%	None	Atlantic Richfield Company 25.00000% Chevron Oil Company 25.00000% Continental Oil Company 25.00000% Amoco Production Company 25.00000%
3	T23S - R37E Sec. 29: NW/4 & W/2 NE/4	240.00	LC-030187 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05626% Boys Club of America - 0.05626% Bishop Whipple Schools - 0.05626% New Mexico Boys Ranch, Inc. 0.05626% Regents, University of New Mexico - 0.05626% Marie Jane Devoss - 0.28120% The Blanco Co. - 0.09375%	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
3	Cont'd.					Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Myrtle M. Olson - 0.09375%	

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
6	T24S - R36E Sec. 12: SW/4 NW/4	40.00	LC-030467(a) H.B.P.	USA - All Schedule C	Estate of Daniel Vaughan deceased 100%	See Attachment No. 1 - Tract 6	Atlantic Richfield Company 25.000000% Chevron Oil Company - 25.000000% Continental Oil Company - 25.000000% Amoco Production Company 25.000000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
7	T24S - R36E Sec. 1: Lot 1	39.98	LC-030467(b) H.B.P.	USA - All Schedule D 12.5%	Estate of Daniel Vaughan, deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill - 1.25000%	Atlantic Richfield Company 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company 25.00000% Amoco Production Company 25.00000%
8	T24S - R36E Sec. 12: SE/4 NE/4	40.00	LC-030467(b) H.B.P.	USA - All Schedule D	Estate of Daniel Vaughan deceased 100%	J. B. Bockman - 1.25000% Evelyn Stump Hill - 1.25000%	Atlantic Richfield Company 25.00000% Chevron Oil Company - 25.00000% Continental Oil Company 25.00000% Amoco Production Company 25.00000%
10	T24S - R37E Sec. 3: Lots 1 & 2 SE/4 NE/4, NE/4 SE/4	158.87	LC-032339(a) H.B.P.	USA - All Schedule C 12.5%	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lucille R. Jack - 0.51750% Anne May Kavanaugh - 0.54625%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
10 Cont'd.							
						Howard Bradley Jack Adm. & Heir at Law of Wm. Howard Jack - 0.51750%	
						Mack Easley - 0.05750%	
						John Quinn - 0.05750%	
						Dorothy Beaty Mitchell - 0.03593%	
						Virginia Mitchell Lee - 0.00719%	
						Charles S. Mitchell - 0.00719%	
						Dorothy Mitchell Latady - 0.00719%	
						The Catholic Church Exten- sion Society of the U.S.A.- 0.46000%	
						Howard Bradley Jack - 0.02875%	
						J. H. Daws - 0.05750%	
11	T24S - R37E Sec. 3: SW/4 NE/4, SE/4 SE/4	80.00	LC-032339(a)	USA - All Schedule C	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lucille R. Jack - 0.51750% Annie May Kavanaugh - 0.54625% Howard Bradley Jack Adm. & Heir At Law of Wm. Howard Jack - 0.51750% Mack Easley - 0.05750% John Quinn - 0.05750% Dorothy Beaty Mitchell - 0.03593% Virginia Mitchell Lee - 0.00719% Charles S. Mitchell - 0.00719% Dorothy Mitchell Latady - 0.00719% The Catholic Church Exten- sion Society of the U.S.A. - 0.46000%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%

Second Revision - Effective July 1, 1976

Exhibit "B"

Myers Langlife-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
11	Cont'd.						
12	T24S - R37E Sec. 10: S/2 NE/4, W/2 SE/4	160.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	None Howard Bradley Jack - 0.54625% J. H. Daws - 0.05750%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
13	T24S - R37E Sec. 10: E/2 NW/4 NW/4 NE/4	120.00	LC-032339(b) H.B.P.	USA - All Schedule D	Continental Oil Co. - 25% Atlantic Richfield Co. - 25% Amoco Production Co. - 25% Chevron Oil Co. - 25%	Lula S. Rush - 8.20310% Charles M. Holland, Jr. - 5.46870% Boyce Rush Davis - 4.10160% Ruth Rush Weaver - 4.10160%	W. H. Hunt - 25.00000% Lamar Hunt - 25.00000% N. B. Hunt - 50.00000%
14	T23S - R37E Sec. 31: N/2 SE/4 SE/4 SE/4	120.00	LC-032545(a) H.B.P.	USA - All Schedule C	Texaco Inc. - 100%	Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% Marshall & Winston Inc. - 0.75000% W. C. Stroube - 0.50000% John M. Loffland, Jr. - 0.75000% Albuquerque Nat'l. Bank, Tot. of Tr. of Frank A. Andrews - 0.46295% Marlee I Kyte - 0.50000% Selma E. Andrews, Agency #1335 - 0.53705% David Bond Kyte - 0.25000% Bank of Cal., NA Tst. under Declaration of Tst. dated Dec. 23, 1958 - 0.25000% Lillian H. Coll, Indv. & as Exrx. & Tst. U/W of M. W. Coll - 1.00000%	Texaco Inc. - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
15	<u>T23S - R37E</u> Sec. 31: Lots 3 & 4 E/2 SW/4 SW/4 SE/4	195.96	LC-032545(b) H.B.P.	USA - All Schedule D	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000
16	<u>T23S - R37E</u> Sec. 28: SW/4	160.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation- 0.12500% Marshall & Winston Inc. - 0.12500% Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Blahop Whipple Schools - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/W of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1 - Tract 16 Myrtle M. Olson - 0.09373%	Continental Oil Company 100.00000%
17	<u>T23S - R37E</u> Sec. 29: S/2 SE/4, NE/4 SE/4	120.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	Sabine Royalty Corporation - 0.12500% Marshall & Winston Inc. - 0.12500%	Continental Oil Company 66.66666% T. J. Stivley - 33.33334

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Exhibit "B"

Myers Langille-Mattix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
17	Cont'd.					<ul style="list-style-type: none"> Elks National Foundation - 0.05624% Boys Club of America - 0.05624% Bishop Whipple Schools - 0.05625% New Mexico Boys' Ranch, Inc. - 0.05625% Regents University of New Mexico - 0.05625% Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09373% Robert J. Leonard - 0.09373% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09373% Patrick J. Leonard - 0.09373% First Nat'l. Bank of Rochester, Trustee U/M of Mildred H. Seybert, decd. - 0.09382% Gulf Oil Corporation - See Attach. #1 - Tract 17 Myrtle M. Olson - 0.09373% 	
18	T236 - R37E Sec. 29: NW/4 SE/4	40.00	LC-057420 H.B.P.	USA - All Step Scale	Gulf Oil Corporation - 100%	<ul style="list-style-type: none"> Sabine Royalty Corporation - 0.12500% Marshall & Winston, Inc. - 0.12500% Elks National Foundation - 0.05620% Boys Club of America - 0.05620% Bishop Whipple Schools - 0.05630% New Mexico Boys' Ranch, Inc. - 0.05630% Regents University of New Mexico - 0.05620% 	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
18 Cont'd.						Maybelle K. Stewart - 0.28130% The Blanco Co. - 0.09375% Robert J. Leonard - 0.09375% Midwest Oil Corporation - 0.50000% Timothy T. Leonard - 0.09375% Patrick J. Leonard - 0.09375% First Nat'l. Bank of Rochester, Trustee - 0.09375% Myrtle M. Olson - 0.09375%	
19	T23S - R37E Sec. 29: S/2 SW/4	80.00	LC-060824 H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. Tst. for Frank A. Andrews decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, Trustee - 0.25000% Lillian H. Coll, Indv. & as Extr. & Tst. U/W of M. W. Coll- 1.00000% David Bond Kyte - 0.25000% Marilee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 1.00000% Texaco Inc. - slding scale See Attach. #1-Tract 19	Texas Pacific Oil Company 58.33334% Allied Chemical Corp. - 41.66666%
20	T23S - R37E Sec. 30: Lot 2	37.85	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Co. - 100%	Albuquerque Nat'l. Bank, Test. Tst. of Frank A. Andrews, decd. - 0.46295%	Texas Pacific Oil Company 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
20	Cont'd.					Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000%	
21	T23S - R37E Sec. 30: Lot 1, E/2 NW/4, NE/4	277.81	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Co. - 100%	Albuquerque Nat'l. Bank, Tst. Tst. of Frank A. Andrews, decd.-0.46295% Selma E. Andrews - 0.53705% Bank of California, Tst. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marlee I. Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000%	Texas Pacific Oil Company 100.00000%

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 Exhibit "B"
 Myers Langlie-Matrix Unit
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
21	Cont'd.					H. R. Stroube - 0.500000% W. C. Stroube - 0.500000% Texaco Inc. - 12.500000%	
22	T23S - R37E Sec. 29: N/2 SW/4	80.00	LC-060825(a) H.B.P.	USA - All Schedule C	Texas Pacific Oil Company 100%	Albuquerque Nat'l. Bank, Test. 1st. of Frank A. Andrews, decd. - 0.46295% Selma E. Andrews - 0.53705% Bank of California, 1st. - 0.25000% Lillian H. Coll, Indv. & Exrx. & Tst. U/W of M. W. Coll - 1.00000% David Bond Kyte - 0.25000% Marilee I Kyte - 0.50000% John M. Loffland, Jr. - 0.75000% Marshall & Winston, Inc. - 0.75000% Southland Royalty Company - 2.00000% H. R. Stroube - 0.50000% W. C. Stroube - 0.50000% Texaco Inc. - sliding scale See Attach. #1-Tract 22	Texas Pacific Oil Company - 100.000000%
23	T23S - R37E Sec. 34: NW/4	160.00	LC-060825(b) H.B.P.	USA - All Schedule D 12.5%	Texas Pacific Oil Company 100%	Texaco Inc. - 12.500000%	Texas Pacific Oil Company - 100.000000%
24	T23S - R37E Sec. 34: N/2 SW/4	80.00	LC-060825(b) H.B.P.	USA - All Schedule D	Texas Pacific Oil Company 100%	Texaco Inc. - 12.500000%	Texas Pacific Oil Company - 100.000000%

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 Exhibit "B"
 Myers Langlie-Mattix Unit
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
25	<u>T23S - R37E</u> Sec. 34: S/2 SW/4	80.00	LC-065722 H.B.P.	USA - All Schedule D	Texas Pacific Oil Co. - 100%	Texaco Inc. - 12.50000%	Texas Pacific Oil Co. - 50.00000% Atlantic Richfield Company - 50.00000%
26	<u>T24S - R37E</u> Sec. 5: SW/4 Sec. 6: SE/4	320.00	NM-7488 H.B.P.	USA - All Schedule D 12.5%	Ann Hughes Myers - 13.33333% Firm Royalties Inc. - 86.66667%	None	Texas Pacific Oil Co. - 100.00000%
27	<u>T24S - R37E</u> Sec. 4: S/2 Sec. 7: Lots 1 & 2 E/2 NW/4 Sec. 9: N/2 SW/4	556.23	NM-7488 H.B.P.	USA - All Schedule D	Amoco Production Company- 100%	None	Amoco Production Company 100.00000%
28	<u>T24S - R37E</u> Sec. 5: Lots 3 & 4, S/2 NW/4 Sec. 6: Lots 1 & 2 S/2 NE/4 Sec. 7: NE/4	477.96	NM-7488 H.B.P.	USA - All Schedule D 12.5%	Amoco Production Company- 100%	None	Amoco Production Company 100.00000%
29	<u>T24S - R37E</u> Sec. 8: NW/4	160.00	NM-0321613 H.B.P.	USA - All Schedule D 12.5%	Howard Bradley Jack, Adm. & Heir at Law of Wm. Howard Jack Abner B. Jack Anne May Kavanaugh Estate of Guy Jack Jr. Estate of Florence Jack Mays	Atlantic Richfield Company- 0.62500% Howard Bradley Jack, Adm. & Heir at Law of Wm. Howard Jack - 0.56250% Continental Oil Company- 0.62500% J. H. Daws - 0.06250% Mack Ensley - 0.06250% John Quinn - 0.06250% Lucille R. Jack - 0.56250%	Texas Pacific Oil Co.- 30.00000% Herbert J. Schmitz - 20.00000% Frank D. Lortscher - 25.00000% Arlene S. Anthony - 8.33334% Charles T. Scott, Jr. - 8.33333% Robert C. Scott - 8.33333%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
29	Cont'd.					Charles S. Mitchell - 0.06250% Amoco Production Company - 0.62500% Chevron Oil Company 0.62500% Catholic Church Extension Society - 0.50000% Annie May Kavanaugh - 0.59375% Howard Bradley Jack - 0.03125%	

Twenty-six (26) Federal Tracts Totaling 4,104.66 Acres - 44.01044% of Unit Area

STATE LANDS

30	T23S - R36E Sec. 36: N/2	320.00	B-1431-3 Dec. 5, 1932 H.B.P.	State of New Mexico - All	Amerada Hess Corp. - 100%	None	Amerada Hess Corporation 100.00000%
31	T23S - R36E Sec. 36: E/2 SW/4	80.00	B-1167-9 B-1167-10 Sept. 6, 1932 H.B.P.	State of New Mexico - All	Est. of Ralph Love - 100%	Shell Companies Foundation 6.25000% T. J. Brown, Ind. Exec. of Est. of Romualdo DeChiclis- 4.06250%	Est. of Ralph Love - 100.00000%
32	T23S - R36E Sec. 36: W/2 SE/4	80.00	B-7776 Sept. 10, 1938 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
33	T23S - R36E Sec. 36: E/2 SE/4	80.00	B-243-1 Sept. 10, 1931 H.B.P.	State of New Mexico - All	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
34	T23S - R36E Sec. 32: N/2	320.00	B-1732 Feb. 28, 1933 H.B.P.	State of New Mexico - All	Gulf Oil Corporation - 100%	Gulf Oil Corporation - 6.25000%	Great Western Drilling- 100.00000%

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 Exhibit "B"
 Myers Langille-Matrix Unit
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<u>No.</u>	<u>Description of Land</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
35	T23S - R37E Sec. 32: N/2 SW/4	80.00	B-1167-12 H.B.P.	State of New Mexico - All	Shell Oil Company - 100%	None	El Paso Natural Gas Co. - 100.00000%
36	T23S - R37E Sec. 32: S/2 SW/4	80.00	B-165-1 H.B.P.	State of New Mexico - All	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
37	T23S - R37E Sec. 32: S/2 SE/4	80.00	B-85-11 H.B.P.	State of New Mexico - All	Amerada Hess Corp. - 100%	None	Amerada Hess Corporation - 50.00000% Skelly Oil Company - 50.00000%
38	T23S - R37E Sec. 32: N/2 SE/4	80.00	B-1327 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Amerada Hess Corporation - 50.00000% Skelly Oil Company - 50.00000%
39	T24S - R37E Sec. 2: Lot 3, SE/4 NW/4	79.37	B-9974-3 H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	None	Skelly Oil Company - 100.00000%
40	T24S - R37E Sec. 2: Lot 4, SW/4 NW/4, N/2 SW/4	159.39	B-9974-Orig. Dec. 10, 1942 H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	None	Skelly Oil Company - 100.00000%
41	T24S - R37E Sec. 2: S/2 SW/4	80.00	B-9974-Orig. H.B.P.	State of New Mexico - All	Phillips Petroleum Co. - 100%	Robert E. Stripling - 2.05078% James H. Steedman - 2.05078%	Skelly Oil Company - 100.00000%
42	T24S - R37E Sec. 2: Lot 2, SW/4 NE/4	79.35	B-9694 H.B.P.	State of New Mexico - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%

Thirteen (13) State Tracts Totaling 1,598.11 Acres - 17.13504% of Unit Area

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Exhibit "B"
Myers Langile-Mattix Unit
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
43	T23S - R36E Sec. 25: NW/4 NE/4	40.00	Nov. 28, 1948	Atlantic Richfield Co. - 5.85938% Olive Bell - 0.19531% Rosiland Burg-hardt -.097655% C. H. Crler - 0.19531% Central Bank & Tr. Des Moines, Gdn. of Est. of Mrs. Frank Y. Faulk - 0.19531% Ollie Flower - .097655% Fluor Corporation - 3.12500% Ima Hays - 1.56250% W. C. Hentzler - 0.04883% G. Jenkins - 1.56250% Nina O. Lankford - 1.56250% Arne S. Makl - 0.19531% J. Hiram Moore - 0.04882% Fannie McIntire - 0.02442% Mary Margaret Parr - 0.02442%	Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 50.00000% Austral Oil Co., Inc. - 50.00000%

FEE LANDS

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Exhibit "B"

Myers Langille-Mattix Unit

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage	
43 Cont'd.								
44	T23S - R36E Sec. 25: NE/4 NE/4	40.00	May 1, 1930	Tenle Stroll - 0.04833%	Jones-Robinson Co. - 8.33333% 100%	Shell Petroleum Corp., - 100%	Gulf Oil Corporation - sliding scale* Shell Companies Foundation- sliding scale* *See Attach. #1-Tract 44	Austral Oil Co. Inc. - 100.00000%
				F. R. Warn Est.- 0.19531%				
				Annabel & R. R. Winningham - 1.56250%				
45	T23S - R36E Sec. 25: SE/4 NE/4	40.00	Nov. 28, 1948	Atlantic Rich- field Co.-5.85938%	Petroleum Corporation of Texas - 100%	None	Petroleum Corporation of Texas - 25.00000% Austral Oil Company, Inc. 56.00000% Grace Johnson - 5.00000% Boyd E. Penfield - 5.00000 W. A. Pruett - 5.00000% Adele Combs Clough - 3.00000% Michael Clough - 1.00000%	
				Olive Bell - 0.13021%				
				Rosiland Burg- hardt - .097655%				
				J. E. Clark - 0.13021%				
				Rosa B. Crew - 0.13021%				
				C. H. Crier - 0.06511%				
				Chas. A. Dore - 1.25000%				
				Geo. R. Dunseath- 0.06510%				
				Donald R. Wallace- 0.6510%				
				Henry A. Felt - 0.09765%				
				Ollie Flowers -.097655%				

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty		Lessee of Record and Percentage		Overriding Royalty		Working Interest	
				Owner and Percentage				Owner and Percentage		Owner and Percentage	

45 Cont'd.

1

Fluor Corporation-

3.12500%

Edward A. Gould -

0.13021%

Ima Hays - 0.52083%

First Nat'l. Bank of

Oregon, A/C J. A.

Haynes-0.03255%

Frank Haynes-0.16276%

Frank Haynes, Gdn. for

J. R. Haynes -

0.13021%

W. C. Hentzler-0.01628%

G. M. Jenkins-0.52083%

Adele Combs Clough -

0.37500%

Michael Clough -

0.12500%

Rose Kendall & Richard

W. Kendall, Exec. of

Est. of William J.

Kendall, dec.-0.09765%

Nina O. Lankford -

1.56250%

Arne S. Makl - 0.06511%

J. Hiram Moore-0.01628%

Fannie McIntire-0.00814%

Mary Margaret Parr -

0.00814%

W. A. Pruett-0.62500%

Mary Lee S. Reese -

0.03906%

Virginia Lee Saunders-

0.13021%

Woodlan Perry Saunders -

0.03906

George P. Senner-0.06510%

Mrs. S. S. Stinson -

1.04167%

Jenle Stroll-0.01628%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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45 Cont'd.

Superior Oil Co.-
 3.87500%
 F. R. Warm Est. -
 0.19531%
 W. Verde Watson -
 0.05208%
 Annabel & R. R.
 Wunningham -
 0.52083%

46 T23S - R37E 75.78
 Sec. 30: Lots 3 & 4

Chas. T. Bates, Gackle Oil Co. - 100%
 Jr.-0.46875%
 James R. Bates-
 0.46875%
 K. C. Bates -
 0.46875%
 Theodocia G.
 Bates - 1.64062%
 Warren J. Bates -
 0.46875%
 Louise W. Bradley &
 George R. Shaw, Co-
 Executors of the Estate
 of Edwin G. Bradley, dec.
 0.19531%
 Don Cowden-.13017%
 Donna S. Cowden-
 .06513%
 Mary Cowden Indv. & as
 Extrx. Est. of Rorie
 E. Cowden-.19530%
 William Leo Cowden -
 0.19531%
 Catherine L. Dumraese -
 3.51563%
 Thomas W. Ellison -.04883%
 Frost Nat'l. Bank of San
 Antonio, Tr. Acct. #983 -
 0.19530%

Mobil Oil Corporation -
 3.12500%
 General Crude Oil Company-
 3.12500%
 Clay Trusts #618-1, 2, &
 23.33333%
 Margaret B. Clay -
 26.66667%
 George R. Bentley -
 3.33333%
 Merchants Nat'l. Bank of
 Terre Haute, Tst. for
 John M. Bentley, decd.
 3.33333%
 Management Trust Company
 10.00000%
 Gackle Oil Company -
 33.33334%

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Exhibit "B"

Myers Langlife-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46 Cont'd.		1		<p>Martha Watkins Harris-0.06510%</p> <p>Ima Hays-0.09766%</p> <p>John Hendrix - 0.36621%</p> <p>G. M. Jenkins - 0.19531%</p> <p>R. E. King-0.29297%</p> <p>Helen Magruder Kolliker-0.14648%</p> <p>Alvin Luskey-.09154%</p> <p>David Luskey-.09154%</p> <p>Gary Luskey-.09154%</p> <p>Louis Luskey-.09154%</p> <p>Mrs. Clyde W. Miller- 0.06510%</p> <p>Fluor Corporation - -1.56250%</p> <p>Fort Worth Nat'l. Bank, Tst. for Roy S. Magruder (Trust 1059)- 0.14648%</p> <p>Myrtle Dean Watkins - 0.06510%</p> <p>Annabel Wintingham- 0.09766%</p> <p>Elizabeth Woolworth- 0.26042%</p> <p>Ralph W. Wilson Indp. Executor of the Est. of May Woolworth- 0.32552%</p> <p>First Nat'l. Bank of Roswell, Tst. Under Alte M. Lee Tr. of 1/1/66 - 0.29297%</p>			

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Exhibit "B"

Myers Langlie-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
46	Cont'd.			Shriners Hos- pital for Crippled Children - 0.09766%			
47	T23S - R37E Sec. 30: N/2 SE/4, NE/4 SW/4	120.00		Chas. T. Bates, Gackle Oil Company-100% Jr.-0.46875% James Ray Bates- 0.46875% K. C. Bates - 0.46875% Theodocia G. Bates-1.64062% Warren J. Bates- 0.46875% Louise W. Bradley & Geo. R. Shaw Co-Executors of the Est. of Edwin G. Bradley, decd. - 0.19531% Don Cowden-.13017% Donna S. Cowden - .06513% Mary Cowden Indlv. & Extr. Est. of Rorle E. Cowden-.19530% William Leo Cowden - 0.19531% Catherine L. Dumraese- 3.51563% Thomas W. Ellison - .04883% Frost Nat'l. Bank of San Antonio Tr. Acct. #983 - .19530%	J. C. Maxwell - 3.12500% J. E. Simmons - 3.12500%	Clay Trusts #618-1, 2, & 14.16667% Margaret B. Clay-14.16667% W. J. Clay - 28.33333% Management Trust Company - 10.00000% Gackle Oil Company - 33.33333%	

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Myers Langlie-Mattix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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47 Cont'd.

Martha Watkins	Harris-0.06510%	Ima Hays - 0.09766%	John Hendrix-.36621%	C. N. Jenkins -	0.19531%	R. E. King -	0.29297%	Helen Magruder	Kolliker-	0.14648%	Alvin Luskey -	.09154%	David Luskey -	.09154%	Gary Luskey -	.09154%	Louis Luskey -	.09154%	Mrs. Clyde W. Miller-	0.06510%	Fluor Corporation -	1.56250%	Port Worth Nat'l.	Bank, Tst. for Roy	S. Magruder (Trust	1059)-0.14648%	Myrtle Dean Watkins-	0.06510%	Annabel Winingham-	0.09766%	Elizabeth Woolworth-	0.26042%	Ralph W. Wilson, Indep.	Executor of Est. of May	Woolworth-0.32552%	First Nat'l. Bank of	Roswell, Tst. Under Allie M.	Lee Trust of 1/1/66-0.29297%
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Myers Langlite-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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47 Cont'd.

Shriners Hosp.
for Crippled
Children -
0.09766%

48	T23S - R37E Sec. 30: SE/4 SW/4, SW/4 SE/4	80.00	Nov. 25, 1927	Chas. T. Bates, Great Western Drilling Jr.-0.46875% Co. - 100%	J. C. Maxwell - 10.9375%	Great Western Drilling C 100.00000%
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James Ray Bates -
0.46875%

K. C. Bates -
0.46875%

Theodocia G.
Bates-1.64062%

Warren J. Bates -
0.46875%

Louise W. Bradley &
Geo. R. Shaw Co-
Executors of Est.
of Edwin G. Bradley,
decd. - 0.19531%

Don Cowden-.13017%

Donna S. Cowden -
.06513%

Mary Cowden Indv. &
Extrx. Est. of
Rorie E. Cowden -
.19530%

William Leo Cowden -
0.19531%

Catherine L. Dumraese-
3.51563%

Thomas W. Ellison -
.04883%

Frost Nat'l. Bank of
San Antonio, Tr. Acct.
#983 - .19530%

Martha Watkins Harris -
0.06510%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
48 Cont'd.							
				Ima Hays-0.097667%			
				John Hendrix -			
				.36621%			
				G. M. Jenkins -			
				0.19531%			
				R. E. King -			
				0.29297%			
				Helen Magruder Kollmer-			
				0.14648%			
				Alvin Luskey -			
				.09154%			
				David Luskey -			
				.09154%			
				Gary Luskey -			
				.09154%			
				Louis Luskey -			
				.09154%			
				Mrs. Clyde W. Miller-			
				0.06510%			
				Fluor Corporation -			
				1.56250%			
				Fort Worth Nat'l. Bank,			
				Tst.-0.14648%			
				Myrtis Dean Watkins-			
				0.06510%			
				Annabel Winningham -			
				0.09766%			
				Elizabeth Woolworth-			
				0.26042%			
				Ralph W. Wilson, Indp.			
				Executor of Est. of			
				May Woolworth -			
				0.32552%			
				First Nat'l. Bank of			
				Roswell, Trustee -			
				0.29297%			
				Shriners Hospital for			
				Crippled Children -			
				0.09766%			

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Exhibit "B"

Myers Langlie-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
49	T23S - R37E Sec. 31: Lots 1 & 2, E/2 NW/4, NE/4	315.88		Chas. T. Bates, Gackie Oil Company-100% Jr.-0.33854% James Ray Bates- 0.33854% K. C. Bates - 0.33854% Theodocia G. Bates- 1.18490% Warren J. Bates - 0.33854% Louise W. Bradley & Geo. R. Shaw, Co- Executors of Est. of Edwin G. Bradley decd. 0.19531% Don Cowden-.13017% Donna S. Cowden - .06513% Mary Cowden Indv. & Extr. Est. of Rorie E. Cowden-.19530% William Leo Cowden - 0.19531% Catherine L. Dumraese- 2.53906% Thomas W. Ellison - .04883% Frost Nat'l. Bank of San Antonio Trustee Acct. No. 983 - .19530% Martha Wackins Harris- 0.06510% Ima Hays - 0.09766% John Hendrix-.36621% G. M. Jenkins - 0.19531% R. E. King-0.29297%		See Attachment No. 1 - Tract 49	Cities Service Oil Compan 25.00000% Austral Oil Company, Inc. 3.12500% Fluor Corporation - 3.12500% Clay Trusts #618-1, 2, & 19.47917% Margaret B. Clay-19.47917% Management Trust Company 6.87500% Gackie Oil Company - 22.91666%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage	
49 Cont'd.				Helen Magruder Kolliker - 0.14648% Alvin Luskey - .09154% David Luskey - .09154% Gary Luskey - .09154% Louis Luskey - .09154% Mrs. Clyde W. Miller- 0.06510% Fluor Corporation- 0.39063% Fort Worth Nat'l. Bank, Tst for Roy S. Magruder (Trust 1059)- 0.14648 Myrtis Dean Watkins - 0.06510% Annabel Winningham - 0.09766% Elizabeth Woolworth- 0.26042% Ralph W. Wilson Indp. Executor of Est. of May Woolworth-0.32552% First Nat'l. Bank of Roswell, Tst, under Alite M. Lee Trust of 1/1/66-0.29297% Shriners Hospital for Crippled Children- 0.09766% Cities Service Oil Company-3.12500%				

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 Exhibit "B"
 Myers Langille-Mattix Unit
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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
50	T23S - R37E Sec. 33: NW/4, W/2 NE/4, SE/4 NE/4	280.00	Sept. 27, 1933	Mary M. Sivalis Combs-0.52085% Gordon M. Cone- 1.04170% Betty Rae Sivalis Davis-0.52085% Mary Ann Deen- 0.05780% Edith E. Davis Fanning-5.20840% Alan Isern- 0.11610% Carolyn Isern- 0.11610 E. D. Isern- 0.23120% Edward Isern, Jr.- 0.05780% Marian Isern - 0.11560% Mabee Royalties, Inc.-2.34380% Bonnie H. Morrison- 0.34690% North Central Oil Corp.-1.04170% W. A. Yeager & J. M. Armstrong - 0.78120%	Resler & Sheldon - 100%	Gulf Oil Corporation - 6.25000%	Resler & Sheldon - 100.00000%
51	T23S - R37E Sec. 33: NE/4 NE/4	40.00		Edith E. Davis Fanning- 14.06250% Mabee Royalties, Inc.-3.51563% W. A. Yeager & J. M. Armstrong- 1.17187%	Resler & Sheldon - 100%	None	Resler & Sheldon-100.0000

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
52	T23S - R37E Sec. 33: N/2 SW/4	80.00		Geraldine Davis Walker - 0.03255% Pauline Davis Stone- 0.03255% Joyce D. Shurmon- 0.03256% Billy G. Davis- 0.03255% Marjorie Cone Kast- man - .16378% S. E. Cone, Jr. - .16377% Katherine Cone Keck, Trust-.16378% Edith E. Davis Fanning-2.99479% Jennie D. Young- 2.99479% Mary Lee McInnis- 2.99479% J. G. Davis Est.- 1.71131% Minnie P. Gainer - 1.19792% James Forrest Pittman - .59896% Marshall Henry Pittman - .59896% Clinton Lowell Pittman - .59895% Charles L. Cobb - 0.01092% Owen W. McWhorter- 0.01092% Hubert E. Cone - 0.14038%	Austral Oil Company, Inc.- 100.00000%	None	Austral Oil Company, Inc. 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty		Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
				Owner and Percentage	Lessee of Record and Percentage		

52 Cont'd.

Adeline Cone-	0.44434%						
Frank Bateman-	0.32288%						
James L. Taylor-	0.33691%						
C. M. Neal-	0.14038%						
W. D. Girard, Jr.-	0.14038%						
Polk Shelton-	0.01638%						
Emmett Shelton-	0.01638%						
Florence Louise							
Woods-0.32288%							
North Central Oil							
Corp.-1.28348%							
Lavena Howard, Indv.							
& Indept. Extrx. &							
Tst. of Est. of							
L. A. Howard -							
0.01092%							
Jerome T. Hanners, Adm.							
of Est. of G. T.							
Hanners-0.42114%							

53	T23S - R37E	40.00							
	Sec. 33: SW/4 SW/4								

Geraldine Davis	Austral Oil Co. Inc.-	None					
Wakler-	100.00000%						
0.03255%							
Pauline Davis							
Stone-0.03255%							
Joyce Davis							
Shurmon-0.03256%							
Billy G. Davis-							
0.03255%							
Marjorie Cone Kastman-							
0.16378%							

Austral Oil Co. Inc. -
 100.00000%

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Exhibit "B"

Myers Langlie-Mattix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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1

53 Cont'd.				S. E. Cone, Jr.- 0.16377%			
				Katherine Cone Keck-0.16378%			
				Edith E. Davis Fanning-2.99479%			
				Jennie D. Young- 2.99479%			
				Mary Lee McClunis 2.99479%			
				J. G. Davis Est.- 2.99479%			
				Minnie P. Garner- 1.19792%			
				James Forrest Pitt- man - .59896%			
				Marshall Henry Pitt- man - .59896%			
				Clinton Lowell Pitt- man - .59896%			
				Charles L. Cobb - 0.01092%			
				Owen W. McWhorter- 0.01092%			
				Hubert E. Cone- 0.14038%			
				Adeline Cone-0.44434%			
				Frank Bateman - 0.32288%			
				James L. Taylor- 0.33691%			
				C. M. Neal-0.14038%			
				W. D. Girard, Jr.- 0.14038%			
				Polk Shelton-0.01638%			
				Emmett Shelton- 0.01638%			
				Florence Louise Woodin-0.32288%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
53	Cont'd.			Lavena Howard, Indv. & Indept. Extrk. & Tst. of Est. of L. A. Howard-0.010928 Jerome T. Hanners Adm. of Est. of G. T. Hanners-0.421148			
54	T235 - R37E Sec. 33: SE/4 SW/4	40.00		North Central Oil Corp. - 0.892868 Minnie P. Gainer- 1.197928 James Forrest Pittman 0.598968 Marshall Henry Pittman 0.598968 Clinton Lowell Pittman- 0.598968 Mary Lee McInnis- 2.083338 Edith E. Fanning 2.083338 Magnolia Davis- 0.297628 Jerry Glynn Davis- 0.446438 Terry Wayne Davis- 0.446438 Mary E. Hanners- 0.292978 Jennie D. Young- 2.083338 Flora B. Davis- 0.097668 Joyce Davis Shurmon- 0.423188	Austral Oil Co., Inc.- 1008	Genevieve Crabb - 2.578128 R. C. Crabb, Jr.- 0.859388 First Nat'l. Bank of Midland, Atty. in Fact for John Ed Crabb - 0.859388 Helen Crabb Seline, c/o First Nat'l. Bank of Midland - 0.859378 Paul L. Davis - 3.437508 Lonnie Kemper - Sliding Scale* *See Attach. #1-Tract 54	Austral Oil Co., Inc.- 100.000008

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
54 Cont'd				Geraldine Davis Walker-0.42318% Billy G. Davis - 0.42317 Pauline Davis Stone-0.42318%			
55	T23S - R37E Sec. 33: N/2 SE/4	80.00		Frank Bateman- 0.22459% Charles L. Cobb- 0.00761% Mary M. Sivals Combs-0.52084% Gordon M. Cone- 1.04167% Hubert E. Cone- 0.09767% Adeline Z. Cone- 0.29620% Betty Rae Sivals Davis-0.52083% Jerry Glyn Davis- 0.44643% Magnolia Davis- 0.29762% Terry Wayne Davis- 0.44642% Mrs. T. E. Davis- 2.08334% Edith D. Fanning- 2.08334% W. D. Girard, Jr.- 0.09765% Mary E. Hammers- 0.29296% Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard-0.00761%	Austral Oil Co., Inc. - 100%	None	Austral Oil Co., Inc. - 100.00000%

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Exhibit "B"

Myers Langille-Harris Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
55 Cont'd.							
	Marjorie Cone						
	Kastman, Gdn.						
	of Est. of S. E.						
	Cone-0.34178%						
	Mary Lee McInnis-						
	2.08334%						
	Owen W. McWhorter-						
	0.00761%						
	C. M. Neal -						
	0.09766%						
	North Central Oil						
	Corp.-0.89285%						
	Emmett Shelton-						
	0.01141%						
	Polk Shelton -						
	0.01141%						
	Joyce Davis						
	Shurmon -						
	0.03255%						
	James L. Taylor-						
	0.11718%						
	C. F. Taylor &						
	L. Taylor -						
	0.11719%						
	Geraldine Walker-						
	0.03255%						
	Florence Louise						
	Woods-0.22459%						
	Suspense-0.06510%						

56 T23S - R37E 80.00

Sec. 33: S/2 SE/4

Frank Bateman-	Austral Oil Co., Inc. -	Getty Oil Company -	Austral Oil Co., Inc. -
0.22459%	50%	10.93750%	50.00000%
Charles L. Cobb-	Atlantic Richfield - 50%		Atlantic Richfield Compan
0.00761%			50.00000%
Mary M. Sivalis			
Combs-0.52084%			
Gordon M. Cone-			
1.04167%			

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Exhibit "B"

Myers Langley-Matrix Unit

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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56 Con'd.

Hubert E. Cone-	0.09767%					2
Adeline Z. Cone-	0.29620%					
Betty Rae Stivalis Davis-	0.52083%					
Jerry Glynn Davis-	0.44643%					
Magnolia Davis-	0.29762%					
Terry Wayne Davis-	0.44642%					
Mrs. T. E. Davis-	2.08334%					
Edith D. Fanning-	2.08334%					
W. D. Girand, Jr.-	0.09765%					
Mary E. Hanners-	0.29296%					
Lavena Howard, Indv. & Ind. Exec. & Trustee of Est. of L. A. Howard -	0.00761%					
Marjorie Cone Kastman Cdn. of Est. of S. E. Cone-	0.34178%					
Mary Lee McInnis-	2.08334%					
Owen W. McWhorter-	0.00761%					
C. M. Neal -	0.09766%					
North Central Oil Corp.-	0.89285%					
Emmett Shelton-	0.01141%					

EXPLANATION

Overriding Royalty Owner and Percentage

WORKING INTEREST
Owner and Percentage

37.95 Feb. 16, 1950

Kelch Camp -	Mobil Oil Corporation -	None
1.56250%	100%	

Mobil Oil Corporation -

Nancy Dean Camp-	
1.56250%	
General Crude Oil	
Company-2.34375%	
Cities Service	
Oil Company -	
3.12500%	
Mobil Oil Corp.-	
3.12500%	
Clara Dwyer Est.-	
0.39062% (Suspense)	
Gertrude C.	
Mitchell -	
0.39063%	
(Suspense)	
General Crude Oil Company-	
18.75000%	
Cities Service Oil Company	
25.00000%	
Clara Dwyer Estate -	
3.12500% (Suspense)	
Gertrude C. Mitchell-	
3.12500% (Suspense)	

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
58	T24S - R37E Sec. 6: Lot 3; SE/4 NW/4; SE/4 SW/4	119.80	Dec. 17, 1942 Dec. 23, 1941	R. L. Summers - 2.08330% Effie Carter - 2.08330% Powhatan Carter, Jr. - 1.04170% Anderson Carter - 1.04170% Fluor Corporation - 4.16670% Blanche McCallister - 2.08330%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 50.00000% Cities Service Oil Comp. 33.33333% Blanche McCallister - 16.66667%
59	T24S - R37E Sec. 6: NE/4 SW/4	40.00	Nov. 16, 1943	Joyce Christmas Brown - 7.81250% B. A. Christmas, Jr. - 1.56250% Joyce Ann Brown - 0.62500% B. A. Christmas, Jr., Trustee U/W of B. A. Christmas - 2.50000%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%
60	T24S - R37E Sec. 5: Lots 1 & 2; S/2 NE/4	158.64	Aug. 3, 1926	Sabine Royalty Corp. - 3.12500% Edith Davis Fanning - 7.81250% Midwest Oil Corp. - 1.56250%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
61	T24S - R37E Sec. 4: Lots 1, 2 3, & 4; S/2 N/2	317.64	Aug. 3, 1926	Midwest Oil Corp. - 1.56250%	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.				Jerry Glynn Davis - 0.78125%			
				Edith Davis Fanning - 1.02426%			
				Charles L. Cobb- 0.00765%			
				Terry Wayne Davis- 0.78125%			
				Jennie D. Young- 2.08333%			
				Owen W. McWhorter- 0.00765%			
				Mary Lee McInnis- 1.30208%			
				Hubert E. Cone - 0.09838%			
				Minnie P. Gainer - 1.19792%			
				James Forrest Pitt- man - .59896%			
				Marshall Henry Pitt- man - .59896%			
				Clinton Lowell Pitt- man - .59896%			
				Geraldine Davis Walker-0.09346%			
				Pauline Davis Stone-0.09346%			
				Joyce Davis Shurmon-0.09346%			
				Billie Davis- 0.09346%			
				Adeline Cone - 0.29845%			
				Frank Bateman- 0.22628%			

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
61 Cont'd.							
	James L. Taylor-						
	0.11806%						
	C. M. Neal -						
	0.09838%						
	W. D. Girand, Jr.						
	0.09838%						
	Polk Shelton -						
	0.01147%						
	Emmett Shelton-						
	0.01147%						
	Florence Louise						
	Woods-0.24595%						
	Lavena Howard,						
	Indp. Exrx. &						
	Tr. of Est. of						
	L. A. Howard -						
	0.00765%						
	Charley F. Taylor						
	& Lenora Taylor						
	JTWS-0.11806%						
	Marjorie Cone						
	Kastman-0.34434%						
	Mary E. Hanners-						
	0.29515%						
	Magnolia Davis -						
	0.52084%						
62	T245 - R37E	160.00	Sept. 9, 1926	Continental	Texaco Inc. - 100%	None	Texaco Inc. - 100.00000%
	Sec. 5: SE/4			Oil Co. -			
				0.50781%			
	Wallace W.			Irwin-0.78125%			
	Jennie D. Young-			7.81250%			
	Ralph W. Wilson Indp.			Executor of Est. of			
	May Woolworth -			0.65104%			

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
62 Cont'd.	1			Elizabeth Woolworth-0.52083% Scope Industries-0.78125% Republic Nat'l. Bank of Dallas, Trustee for A/C of Langdell Oil Co.-1.05469% Myrtis Dean Watkins-0.13021% Mrs. Clyde W. Miller-0.13021% Martha Watkins Harris-0.13021%			
63	T24S - R37E Sec. 3: W/2 SW/4 Sec. 10: W/2 NW/4, E/2 SW/4	240.00	April 29, 1926	Amerada Hess Corporation-0.39060% Dorothy Gultman-0.73240% Max Gultman -0.24410% W. A. Yeager & J. M. Armstrong-0.78120% Harry Arledge-0.04880% Catherine L. Dumraese -0.39060% Helen B. Johnson & Erik A. Johnson as successors to Reginald H. Johnson, Charles G. Schlimer, & John D. Woodfin trustees of The Brewster Trust-0.39060%	Gulf Oil Corporation - 100.00000%	None	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
63 Cont'd.							
				Edith G. Socolow-0.24420%			
				Theodocla G. Bates-0.18230%			
				Warren J. Bates-0.05210%			
				Charles T. Bates, Jr.-0.05210%			
				Jule Levine Daniels, Indpt. Executrix of Est. of Tina Levine-0.09770%			
				Kenneth C. Bates-0.05210%			
				Lucille Chism Bates-0.1179%			
				Wilma Chism Latn-0.1181%			
				Norma Chism McCarthy-0.1180%			
				Mary Louise Nommensen-0.03660%			
				Mary Helen Seeton-1.17190%			
				Scope Industries-0.78130%			
				Joyce Christmas Brown-0.19530%			
				Alfred E. Gutman-0.24410%			
				Deltex Royalty Co., Inc. -0.39060%			
				Thomas J. Galbraith-1.17190%			
				Effie Carter-0.39070%			

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
63 Cont'd.		1		Powhatan Carter, Jr. - 0.19530%			
				Anderson Carter - 0.19530%			
				B. A. Christmas, Jr.-0.09770%			
				Fluor Corporation- 0.78120%			
				James Ray Bates- 0.05210%			
				June D. Speight- 0.39060%			
				Thomas G. Voss, Successor Trustee U/W of F. Walter Voss, decd. - 0.39060%			
				Thomas G. Voss- 0.39060%			
				Jean Robertson- 0.39070%			
				Way Enterprises Inc.-0.39070%			
				Daniel L. Gutman, Tst. U/W of Max Gutman- 0.73240%			
				Mary Christmas - 0.02440%			
				B. A. Christmas, Jr. Gdn. of Bradford Ace Christmas - 0.02440%			
				B. A. Christmas, Jr., Gdn. of Candy Christmas- 0.02440%			
				B. A. Christmas, Jr., Gdn. of Helen Jane Christmas-0.02440%			

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
64	T24S - R36E Sec. 12: SW/4 NE/4, SE/4 NW/4	80.00		A. H. Fielder, Ind. Exec. of Est. of Ella F. Allen-0.09765% Lem B. Allen - 0.09765% Atlantic Rich- field Co.- 1.17190% Cities Service Oil Company- 3.51560% Continental Oil Company - 0.39060% Venice Narramore- .390625% Virgie L. Sharp- .390625% Stella Sanders- .390625% Ernest L. Cooper- .390625% Frost Nat'l. Bank of San Antonio, Trustee A/C #747- 0.03900% General Crude Oil Company - 4.68750% Helen Koenig Graves-0.00088% Dena Ida Koenig- 0.00175% Palmer E. Koenig- 0.00087% La Gloria Oil & Gas Company- 0.78130%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Compan 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
64 Cont'd.							
				Frank O. Long- 0.00030%			
				John Byron			
				McKean-0.04230%			
				Montana McKean- 0.03900%			
				Myrtle M. Smith- 0.01630%			
				Dorothy Stein- 0.02120%			
				Jack Stieren- 0.00410%			
				Nan McKean Taylor- 0.02120%			
				Nora Walker- 0.00010%			
				Mrs. Exor Megan, Gdn. Est. of			
				Maude Eagle			
				Flouts-0.00010%			
				Mobil Oil Corp. 4.68750%			
				Lucile M. Owens- 0.01630%			
				Elizabeth H.			
				Penn, Trustee- 0.09550%			
				Nancy Elizabeth			
				Penson-0.28650%			
				Royalty Roundup- .00120%			
65	T24S - R36E Sec. 12: N/2 SW/4	80.00		Atlantic Rich- field Co. - 0.78125%	Skelly Oil Company - 100%	None	Skelly Oil Company - 81.25000%
				Cities Service Oil Company- 1.95313%			Atlantic Richfield Comp 6.25000%
							Cities Service Oil Comp 12.50000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
65 Cont'd.							
	Continental Oil Company -						
	Venice Narramore-	0.39063%					
	Virgie L. Sharp-	.390625%					
	Stella Sanders -	.390625%					
	Ernest L. Cooper-	.390625%					
	Dena Ida Koenig, Indv. & as Extr. of Est. of E. J. Koenig, decd.-	0.00351%					
	La Gloria Oil & Gas Co.-	0.78125%					
	Lasca Inc.-	1.00000%					
	E. B. McKean (Suspense)	0.19531%					
	Elizabeth H. Penn, Trustee, Est. of Robert Lee Penn-	0.09549%					
	Nancy Elizabeth Penson-	0.09549%					
	John J. Reynolds -	5.25000%					
	Jack Stieren-	0.00407%					
	Mrs. Nora Walker-	0.00014%					
	Suspense-	0.00013%					
	Lem B. Allen-	0.09765%					
	Ella Fulshear						
	Allen-	0.09766%					

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty	Lessee of Record and Percentage	Overriding Royalty	Working Interest
				Owner and Percentage		Owner and Percentage	Owner and Percentage
65	Cont'd.			Nancy Elizabeth Person-0.19104% First Nat'l. Bank In Dallas & Vera H. Long, Ind. Exec. of Frank O. Long, decd. (Suspense)- 0.00028% Royalty Roundup, Inc. 0.00047%			
66	T24S - R36E Sec. 12: N/2 SE/4, SE/4 SE/4	120.00		C. O. Boyd- 1.40630% Mabel Cooper- 0.46870% Mrs. Gladys J. Dean-0.04690% Fluor Corporation- 1.56250% Mary Lois Farrell- .04690% Helen Fletcher- .46870% Heritage Resources- 1.25000% Eula Holden- .04690% Catherine Ivy- 0.04690% Jack M. Johnston 0.46870% Billy Fred Kennedy- .0234% Odessa Lankford- 0.46870% Doris Kennedy Lille- 0.02340%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Compan 100.00000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
66 Cont'd.							
	Petroleum Corp. of Texas -						
	Winnie Mae Rhodes -			1.66670%			
	Connie P. Russell -			.46880%			
	Johnnie R. Russell -			0.04690%			
	Mildred Cotton -			0.04690%			
	Dorothy Espinola -			.02345%			
	Rufus B. Russell -			0.02345%			
	Jimmie Norton Russell -			0.02345%			
	Thurman A. Russell -			0.04690%			
	Walter B. Russell -			0.04690%			
	Sun Oil Company -			3.33330%			
	Della Toby -			0.46870%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
68	T24S - R37E Sec. 7: Lot 4, and SE/4 SW/4	78.10		Harold E. Bickford 1.56250% Fannie B. Dore-0.62500% General Crude Oil Co.-3.12500% M. L. Hunt - 0.29297% Mobil Oil Corp.- 3.12500% W. A. Pruett- 0.31250% Wiser Oil Co.- 0.78125% Superior Oil Co.-1.93750%	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
68 Cont'd.				Texas Commerce Bank, N. A. Ind. Exec. of Est. of Frank D. Jones - 0.25000% Kenneth N. Headley- 0.19531% Marlon L. Hunt Ind. Execrx. of Est. of Edalyn Hunt-0.29297%			
69	T24S - R37E Sec. 7: SE/4	160.00		Rocket Oil & Gas Co. - All	Skelly Oil Company - 100%	None	Skelly Oil Company - 100.00000%
70	T24S - R37E Sec. 8: N/2 SW/4	80.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	Eunice A. Cooper - 1.56250% J. W. Burrell- 0.39063% Fred Turner, Jr. Acct. #5-2.73437% Robert P. Moore- 1.56250% Mrs. Jimmie Cooper- 5.46875% Leona L. Stagner- 0.78125%	Continental Oil Company- 100%	Gulf Oil Corporation- 5.46875%	Continental Oil Company- 100.00000%
71	T24S - R37E Sec. 8: SW/4 SW/4	40.00	July 31, 1946 June 11, 1946 May 20, 1946 May 15, 1946	Fred Turner, Jr.-2.73440% Eunice A. Cooper- 1.56250% Mrs. Jimmie Cooper-5.46880% Robert P. Moore - 1.56250%	Gulf Oil Corporation - 100%	None	Gulf Oil Corporation - 100.00000%

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
71	Cont'd.	1		J. W. Burrell - 0.39060% Leona Stagner - 0.78120%			
72	T24S - R37E Sec. 8: NE/4	160.00		Atlantic Richfield Co. - (See Attach. #1-Tract 72) Wilnirth Burgess - 0.78125% Elizabeth Hannifin - 0.78125% First Nat'l. Bank at Lubbock for Acct. of C. G. James - 0.78125% Howard Jennings - 0.78125% Dora L. Saunders, Dora Lee Saunders Behn, Leland Lewis Fellows and T. T. Saunders, Jr., Jr. Executors of Est. of L. T. Lewis - 0.58594% Nellie T. Lewis - 0.58594% Nelcia Mounsey - 1.56250% Virgil K. Reese - 0.39062%	Texas Pacific Oil Company - 100%	Cities Service Oil Company - sliding scale* *See Attach. #1-Tract 72	Texas Pacific Oil Company 100.00000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty		Lessee of Record and Percentage		Overriding Royalty Owner and Percentage		Working Interest Owner and Percentage	
				Owner and Percentage							
73	T24S - R37E Sec. 8: N/2 SE/4	80.00	Oct. 17, 1956	Atlantic Rich-		Amerada Hess Corp. -		None		Amerada Hess Corp. -	
				field Co.-		100%				50.00000%	
				6.25000%							
				Wilmirth Burgess-						Atlantic Richfield Compai	
				0.78125%						50.00000%	
				First Nat'l. Bank							
				at Lubbock -							
				0.78125%							
				Elizabeth Hannlfin-							
				0.78125%							
				Howard Jennings -							
				0.78125%							
				Dora L. Saunders,							
				Dora Lee Saunders							
				Behn, Leland Lewis							
74	T24S - R37E Sec. 9: W/2 NW/4	80.00		Fellows, T. T.							
				Saunders, Jr., Jt.							
				Executors of Est.							
				of L. T. Lewis -							
				0.58594%							
				Nellie T. Lewis -							
				0.58594%							
				Nelcia Mounsey -							
				1.56250%							
				Virgil K. Reeve -							
				0.39062%							
				Carmen Regis		Atlantic Richfield Company-		None		Atlantic Richfield Compai	
				Buchanan-		100%				100.00000%	
				0.66935%							
				Easter Cruzan-							
				1.36719%							
				Sidney Z. Hays-							
				1.04167%							
				Martha Maxine							
				Keymer-1.04166%							
				E. Ray Phelps-							
				0.01425%							

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
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74 Cont'd.

E. R. Polhamus-
 0.97655%
 Kathryn D. Sparr-
 1.04167%
 Martha Ellen
 Whitesett-
 3.12500%
 Wood Oil Co.-
 3.12500%
 Edna L. Polhamus
 Young-0.09766%

75 T24S - R37E 40.00
 Sec. 9: NE/4 NW/4
 Martha M. Hays Continental-Emasco Company- None
 Keymer- 100%
 1.56250%
 Sidney Z. Hays
 1.56250%
 Martha Ellen
 Hays-4.68750%
 Kathryn D. Sparr-
 1.56250%
 Elnor H. Polhamus-
 1.46484%
 Edna Polhamus
 Young-0.14649%
 Carmen Regis
 Buchanan -
 0.83008%
 Easter Cruzan-
 2.05078%
 Wood Oil Co.-
 4.68750%
 E. Ray Phelps-
 0.19531%

Continental-Emasco Company
 87.5%
 R. L. Summers - 12.5%

76 T24S - R37E 40.00
 Sec. 9: SE/4 NW/4
 Bertha S. Ralph L. Clarke - 100% None
 Adkins -
 0.31250%

Austral Oil Co., Inc. -
 100.00000%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
76 Cont'd.							
	Andrew Oil & Gas Royalties, Inc.-0.31250%						
	Donald B. Baer-0.62500%						
	Leon S. Bennett-.62500%						
	American Baptist Foreign Mission Society-0.31250%						
	John H. Costello-0.62500%						
	Kirby Petroleum Co.-3.12500%						
	Richard A. Loweth Adm. of Est. of Alfred R. Loweth-0.31250%						
	Promo Inc.--.41667%						
	John L. Pratt III - 0.20833%						
	St. Mary's Church, Ticonderoga, N.Y.- 0.93750%						
	Warren E. Shaw & Henning A. Johnson, Co-Exec. of Est. of Sara F. Shaw-0.31250%						
	Henry F. Smith, Adm. of Est. of F. Page Bearse-0.31250%						
	Hazel T. Stines-0.31250%						
	A. K. Stubbs-0.62500%						
	Suspense, decd., Paul Elwood Middleton & Sophie Walther Middleton - 0.62500%						

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
76	Cont'd.	1		Suspense-Walter Adams-0.31250% Suspense, decd., G. William Ward- 0.15625% Suspense, (G. William Ward, decd.) G. William Ward & L. Atwood Bennett, Tst. for Thomas Ward - 0.15625% Suspense, Christian R. Martin, decd.-0.62500% Frances Grter Wakefield- 0.41667% David D. Wakefield-0.10417% Robert W. Wakefield- 0.10416% Frank S. Walker-0.62500%			
77	T24S - R37E Sec. 9: NW/4 NE/4	40.00		Carmen Regis Buchanan- 1.09863% Easter Cruzan- 3.51563% E. R. Polhamus- 2.92969% Wood Oil Co.- 9.37500% Edna Polhamus Young-0.65918% E. R. Polhamus, Easter Cruzan & Carmen Regis Buchanan-1.17187%	Continental-Emsco Company - 100%	None	Continental-Emsco Comp 87.5% R. L. Summers - 12.5%

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Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
79	T24S - R37E Sec. 9: NE/4 NE/4	40.00		Jones-Robinson Company - 8.33333% Effie Anderson Carter- 2.08333% Powhatan Carter, Jr.-1.04167% Anderson Carter- 1.04167%	Austral Oil Co., Inc. - 100%	Atlantic Richfield Company - 5.46875%	Austral Oil Co., Inc. - 100.00000%
80	T24S - R37E Sec. 9: SE/4 NE/4	40.00		Jones-Robinson Company - 8.33333% Effie Carter- 2.08333% Anderson Carter- 1.04167% Powhatan Carter, Jr.-1.04167%	Atlantic Richfield Company- 100%	None	Atlantic Richfield Company- 100.00000%
81	T24S - R37E Sec. 11: SW/4 NW/4	40.00	May 24, 1926	Atlantic Richfield - 0.23148% L. C. Ritts- 1.50462% Archle D. Smith, Jr., Trustee for Archle D. Smith & Charbelle B. Smith 1.50462%	Crown Central Petroleum Corp. - 100%	None	Crown Central Petroleum Corp. - 100.00000%

<u>Tr. No.</u>	<u>Description of Inad</u>	<u>No. of Acres</u>	<u>Serial No. and Lease Expiration Date</u>	<u>Basic Royalty Owner and Percentage</u>	<u>Lessee of Record and Percentage</u>	<u>Overriding Royalty Owner and Percentage</u>	<u>Working Interest Owner and Percentage</u>
81 Cont'd.				Kenneth C. Bates- 0.10417%			
				Theodocia G. Bates- 0.36458%			
				Warren G. Bates- 0.10417%			
				Charles T. Bates, Jr.-0.10417%			
				James Ray Bates- 0.10416%			
				I. J. Underwood- 0.43403%			
				Mrs. Catherine L. Dumraese - 0.78125%			
				O. W. Skirvin- 0.43403%			
				Odella N. Clark- 0.24306%			
				Rocket Oil & Gas Company - 1.56250%			
				James Henry Bearly - 0.04774%			
				Elizabeth Bearly Dudley-0.04774%			
				Judd Moore-0.04774%			
				Ione Bearly Atkins- 0.04775%			
				The Chase Manhattan Bank (Argo Prod. Pmt.)-4.39816%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
81 Cont'd.				<p>Wachovia Bank & Trust Co., Trustee For Richard C. Allen & Lillian Allen-0.43403% - This trust has been dissolved and divided among the following beneficiaries with each basic royalty interest reflected as follows:</p> <p>Estate of Pauline Cramartie - 0.0002067% Ricard L. Cramartie, Jr.-0.0001033% Jane Cramartie Williams-0.0001033% Harry E. Smith -0.0001033% Lillian Smith Ward -0.0001033% Jack Wooten -0.0001033% Frances Wooten Scott -0.0001033% Eva W. Graham -0.0002066% T. L. Wooten -0.0002067% Frank L. Smith -0.0002067% Mary M. Smith -0.0002067% H. Winfield Smith Jr.-0.0002067% Katie Smith Hazelhurst -0.0002067%</p>			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
81 Cont'd.				Magabel Smith Rule- 0.0002067%			
				Mildred Smith Rawls- 0.0002067%			
				Mary Smith Bowers - 0.0002067%			
				Eugene Smith - 0.0002067%			
				Rosa Lee Smith Johnson - 0.0002196%			
				Maude S. Smith - 0.0002067%			
				Cassius L. Smith - 0.0002325%			
				Leon D. Smith - 0.0002325%			
				Edmond D. Smith - 0.0002325%			
				R. P. Smith - 0.0002325%			
				Betty S. Warren - 0.0000258%			
				Robert H. Smith - 0.0000258%			
				Harry Eldon Smith - 0.0000130%			
				David L. Smith - 0.0000130%			
				Dudley M. Smith - 0.0000130%			

Tr. No.	Description of Land	No. of Acres	Serial No. and Lease Expiration Date	Basic Royalty Owner and Percentage	Lessee of Record and Percentage	Overriding Royalty Owner and Percentage	Working Interest Owner and Percentage
Thirty-Seven (37) Fee Tracts totaling 3,623.79 acres - 38.85452% of Unit Area							
	Federal Lands	4,104.66 Acres			44.01044% of Unit Area		
	State Lands	1,598.11 Acres			17.13504% of Unit Area		
	Fee Lands	3,623.79 Acres			38.85452% of Unit Area		
	TOTAL	9,326.56 Acres			100.00000% of Unit Area		

SECOND REVISION - EFFECTIVE July 1, 1976
ATTACHMENT NO. 1
TO EXHIBIT "B"
UNIT AGREEMENT
MYERS LANGLIE-MATTIX UNIT, LEA COUNTY, NEW MEXICO

Schedule of sliding scale overriding royalty interests:

Tract 4

Gulf's ORRI of 12.5%, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less, or when gas production is 500 MCF or less.

Tract 5

Gulf has an ORRI of 12.5% on primary production and 25% on secondary production, suspended for amounts over 17.5% when average production/well/day is 15 barrels or less.

Tract 6

<u>Overriding Royalty Owner</u>	<u>Percentage (%)</u>	
	<u>7½% *</u>	<u>5% **</u>
Marshall & Winston, Inc.	0.50000	0.33334
Southland Royalty Co.	0.75000	0.50000
Mr. J. B. Bockman	1.62500	1.08333
Ms. Selma E. Andrews	0.80557	0.53705
Frank Andrews Trust	0.69443	0.46295
Sabine Royalty Corporation	0.50000	0.33333
Ms. Evelyn Stump Hill	1.62500	1.08333
Fluor Corporation	1.00000	0.66667
	<u>7.50000</u>	<u>5.00000</u>

* During the period or periods when the average production per well per day is more than 15 barrels on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

** During the period or periods when the average production per well per day is 15 barrels or less on the entire leasehold or any part of the area thereof or any zone segregated for computation of royalties.

Tracts 16 and 17

Gulf's ORRI is 5% when average production/well/day is over 15 barrels or 500 MCF, reducible to 3.125% when production falls below such amounts.

Tracts 19 and 22

Texaco's ORRI is 1/16 when daily average oil production is 40 barrels or less, 3/32 when daily average oil production is more than 40 barrels but not more than 60 barrels and 1/8 when daily average oil production is more than 60 barrels. Override to be calculated on production from the SW/4 Section 29-23S-37E, which covers both Tracts 19 and 22. Texaco's override on gas is 1/8 of all gas produced from same quarter section.

Tract 44

Gulf and Shell overrides are as follows:

<u>When daily avg. oil prod. per well per day is -</u>	<u>The ownership is -</u>
150 barrels or more	1/8 separately or 1/4 combined
75-150 barrels	1/16 separately or 1/8 combined
55-75 barrels	3/64 separately or 3/32 combined
10-55 barrels	1/32 separately or 1/16 combined
Not more than 10 barrels	1/64 separately or 1/32 combined

Override on gas is 1/8 of 8/8 of gas and casinghead gas.

Tract 49

When daily average oil production per well per day is less than 30 barrels.

Chas. T. Bates, Jr.	.0008464
James Ray Bates	.0008464
K. C. Bates	.0008464
Theodocia G. Bates	.0029622
Warren J. Bates	.0008464
Catherine L. Dumraese	.0126953
Martha Watkins Harris	.0001628
R. E. King	.0007325
Helen Magruder Kolliker	.0015869
Mrs. Clyde W. Miller	.0001628
The Fort Worth National Bank, Trustee	.0015869
Myrtis Dean Watkins	.0001628
Elizabeth Woolworth	.0006510
May Woolworth	.0008138

When daily average oil production per well per day is 30 barrels or more.

Chas. T. Bates, Jr.	.0016928
James Ray Bates	.0016928
K. C. Bates	.0016928
Theodocia G. Bates	.0059244
Warren J. Bates	.0016928
Catherine L. Dumraese	.0126953
Martha Watkins Harris	.0003256
R. E. King	.0007325
Helen Magruder Kolliker	.0031738
Mrs. Clyde W. Miller	.0003256
The Fort Worth National Bank, Trustee	.0031738
Myrtis Dean Watkins	.0003256
Elizabeth Woolworth	.0013020
May Woolworth	.0016276

Tract 54

Lonnie Kemper override is as follows:

<u>When daily avg. oil prod. per well is</u>	<u>The ownership is -</u>
60-200 barrels	1/8
25-60 barrels	1/16
Less than 25 barrels	1/32

Tract 72

Cities Service override is as follows:

<u>When daily avg. oil prod. per well per day is -</u>	<u>The ownership is -</u>
40 barrels or more	1/16 of 7/8 separately or 1/8 comb.
25-40 barrels	3/64 of 7/8 separately or 3/32 comb.
Not more than 25 barrels	1/32 of 7/8 separately or 1/16 comb.

Override on all gas that may be produced is 1/16 of 7/8 separately or 1/8 of 7/8 combined.

Atlantic Richfield's basic royalty interest is as follows:

<u>When Daily Avg. Oil Prod. Per Well Per Day is -</u>	<u>The Ownership is -</u>
40 Barrels or More	15/128
25-40 Barrels	53/512
Not more than 25 Barrels	23/256