

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE

HUMBLE CITY UNIT AREA

Lea COUNTY, NEW MEXICO

NO. _____

THIS AGREEMENT, entered into as of the 15th day of November
19 81 by and between the parties subscribing, ratifying or consenting hereto, and
herein referred to as the "parties hereto";

WITNESSETH:

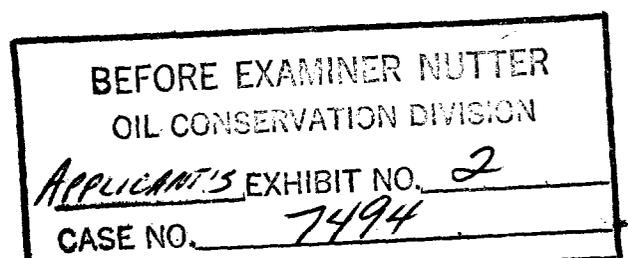
WHEREAS, the parties hereto are the owners of working, royalty, or other
oil or gas interests in the unit area subject to this agreement; and

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 Dec. 1 of Chapter 162, Laws of 1951, (Chap. 19, Art. 10, Sec. 45, N. M. Statutes
1978 Annot.), to consent to and approve the development or operation of State Lands
under agreements made by lessees of State Land jointly or severally with other lessees
where such agreements provide for the unit operation or development of part of or all
of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is
authorized by an Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap.
19, Art. 10, Sec. 47, N.M. Statutes 1978 Annotated) to amend with the approval of
lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil
and gas lease embracing State Lands so that the length of the term of said lease may
coincide with the term of such agreements for the unit operation and development of
part or all of any oil or gas pool, field, or area; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Depart-
ment of the State of New Mexico (hereinafter referred to as the "Division"), is
authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended, being
Section 70-2-1 et seq. New Mexico Statutes Annotated, 1978 Compilation) to approve
this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Humble
City 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 conserve natural resources, prevent waste and secure 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 interests in the below defined unit area, and agree severally among themselves as follows:

1. UNIT AREA: The following described land is hereby designated and recognized as constituting the unit area:

Township 17 South, Range 37 East N.M.P.M.
Sections: SW/4 Section 25, SE/4 Section 26
NE/4 Section 35, W/2 Section 36
Containing 800 acres, more or less,
Lea County, New Mexico

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said 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, percentage and kind of ownership of oil and gas interests in all lands in the unit area. 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 on said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the unit operator whenever changes in ownership in the unit area render such revisions necessary or when requested by the Commissioner of Public Lands, hereinafter referred to as "Commissioner" or the Oil Conservation Division, hereinafter referred to as the "Division".

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

2. UNITIZED SUBSTANCES: All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. UNIT OPERATOR: Bass Enterprises Production Co., whose address is 3100 Fort Worth National Bank Building, Fort Worth, Texas 76102 Is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, 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 unit operator as the owner of a working interest when such an interest is owned by it.

4. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

Unit operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new unit operator. Such removal shall be effective upon notice thereof to the Commissioner and the Division.

The resignation or removal of the unit operator under this agreement shall not terminate his right, 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 equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof 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 removal of any material, equipment and appurtenances needed for the preservation of wells.

5. SUCCESSOR UNIT OPERATOR: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventy-five percent (75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. 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 Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this unit agreement terminated.

6. ACCOUNTING PROVISIONS: The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. 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. 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.

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the Mississippian formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of 11,350 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently, one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances

in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfaction of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

Any well commenced prior to the effective date of this agreement upon the unit area and drilled to the depth provided herein for the drilling of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article the Commissioner may, after reasonable notice to the unit operator and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated, and all rights, privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

9. OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES:

Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this agreement by the Commissioner of Public Lands is to secure the orderly development of the unitized lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of unitized substances.

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and any

decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated), and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries embracing lands of the State of New Mexico shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this Agreement unless at the expiration of five years (5) after the first day of the month following the effective date of this Agreement diligent drilling operations are in progress on said tracts.

10. PARTICIPATION AFTER DISCOVERY: Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accruing under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

11. ALLOCATION OF PRODUCTION: All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to

the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES:

All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due to the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the unit operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all unitized substances allocated to the respective leases committed hereto.

If the unit operator introduces gas obtained from sources other than the unitized substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of unitized substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by the Division as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

If any lease committed hereto is burdened with an overriding royalty, payment out of production or other charge in addition to the usual royalty, the owner of each such lease shall bear and assume the same out of the unitized substances allocated to the lands embraced in each such lease as provided herein.

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA:

The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same con-

conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases 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 within the unitized area and committed to this agreement, in accordance with the terms of this agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this agreement at the expiration of the secondary term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered as drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands

committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this agreement, and are being produced in paying quantities prior to the expiration of the primary term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

14. 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 State laws or regulations.

15. DRAINAGE: In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the unit area draining unitized substances from the lands embraced therein, unit operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

16. 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 interest 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 to the grantee, transferee or other successor in interest. No assignment or transfer or any working, royalty, or other interest subject hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in two (2) years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to Division. Likewise, the failure to comply with the

drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

18. RATE OF PRODUCTION: All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by the Commission, and in conformity with all applicable laws and lawful regulations.

19. APPERANCES: Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceeding.

20. NOTICES: All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered 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 may have furnished in writing to party sending the notice, demand, or statement.

21. UNAVOIDABLE DELAY: All obligations under this agreement requiring the unit operator to commence or continue drilling 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, war, act of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary material in open market, or other matters beyond the reasonable control of the unit operator, whether similar to matters herein enumerated or not.

22. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized

substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment or revenue.

24. COUNTERPARTS: This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or 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 such 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 lands within the above described unit area.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR AND WORKING INTEREST OWNER

BASS ENTERPRISES PRODUCTION CO.

DATE: November 15, 1981

By Wm. Arthur Hamilton
Vice President

ATTEST

BY Jamie M. Deacon, Jr.
Assistant Secretary

Working Interest Owners
Humble City Unit Agreement
Lea County, New Mexico

PERRY R. BASS
3100 Fort Worth National Bank Bldg.
Fort Worth, Texas 76102

SAN JOSE EXPLORATION COMPANY
3100 Fort Worth National Bank Bldg.
Fort Worth, Texas 76102

Attest: _____

By _____

DAN C. KOEN
840 Explorador Calle
Denver, Colorado 80229

EDWARD C. KOEN
840 Explorador Calle
Denver, Colorado 80229

DONALD JOHN BOSSERMAN
203 Freeman
Oakley, Kansas 67748

TROY L. BOSSERMAN
Box 52
Oakley, Kansas 67748

CAL-MON OIL CO.
P. O. Box 2066
Midland, Texas 79702

Attest: _____

By _____

NATHAN APPLEMAN
654 Madison Avenue
New York, New York 10021

MARY LOIS NEAL, Individually & as
Independent Executrix of the Estate of
C. M. Neal
P. O. Box 278
Hobbs, New Mexico 88240

Page Two
Working Interest Owners
Humble City Unit Agreement
Lea County, New Mexico

CONTINENTAL OIL COMPANY
P. O. Box 1959
Midland, Texas 79702

Attest: _____

By _____

IRIS GOLDSTON
P. O. Box 22568
Houston, Texas 77027

NANCY ZOE GOLDSTON HERPIN
P. O. Box 22568
Houston, Texas 77027

JACK H. MAYFIELD, JR.
P. O. Box 22568
Houston, Texas 77027

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the ___ day of _____, 19___, A.D.

Notary Public in and for
_____ County, _____

My Commission Expires:

CORPORATION ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 19___ by _____, _____ President of _____ a _____ corporation on behalf of said corporation.

Notary Public
_____ County, _____

My Commission Expires:

Royalty Interest Owners

Humble City Unit Agreement
Lea County, New Mexico

DATE	Evelyn Low Riddle	Witness:
DATE	Curtis Pruett	Witness:
DATE	Dorine Merrell Pruett	Witness:
DATE	Lois Pruett	Witness:
DATE	Wayne Simpson	Witness:
DATE	Roy Simpson	Witness:
DATE	Jack Simpson	Witness:
DATE	Hazel Smithee	Witness:
DATE	Elanor Simpson	Witness:
DATE	Sylvia Pruett	Witness:
DATE	Otis H. Pruett	Witness:
DATE	Marie Pruett	Witness:
DATE	See Otis Pruett & Curtis Pruett - Heirs of Leo Pruett Leo Pruett	Witness:
DATE	Boyt Fellers	Witness:
DATE	Faye Herrington	Witness:
DATE	Loraine Christenson	Witness:

Royalty Interest Owners
Humble City Unit Agreement
Lea County, New Mexico

DATE	Emory P. Christenson	Witness:
DATE	Veda Molsenbocker	Witness:
DATE	Thomas R. Seay	Witness:
DATE	See Maurice Charles Lucky, Executor Gertrude M. Lucky	Witness:
DATE	Dudley H. Culp; Agent and Attorney-in-Fact for Maude Dean Wilson	Witness:
DATE	Barbara Lucky Shannon	Witness:
DATE	Charles Lucky	Witness:
DATE	Carlyle W. Urban, Ind. Exec. under the wills of Orval L. Brace and Myrtle Brace	Witness:
DATE	Helen L. Harvey	Witness:
DATE	Hunter Oil Company	Witness:
DATE	Charon Oil Group, Barbara O'Connor, Trustee	Witness:
DATE	Mary Ruth McCrory	Witness:
DATE	W.T. Reed	Witness:
DATE	Bertha L. Evans (Thomas Weldon Evans, as Agent and Attorney- in-Fact for Bertha L. Evans)	Witness:
DATE	Lorene Whitley Longwell	Witness:

Royalty Interest Owner
Humble City Unit Agreement
Lea County, New Mexico

DATE	Thomas Weldon Evans	Witness:
DATE	Larry Dale Whitley	Witness:
DATE	Loretta Mildred Wilson	Witness:
DATE	Theresa Arliss Smith	Witness:
DATE	Dixie Eileen Wilda	Witness:
DATE	Continental Oil Company	Witness:
DATE	Mobil Producing Texas & New Mexico Inc.	Witness:
DATE	Donald John Bosserman	Witness:
DATE	Troy L. Bosserman	Witness:
DATE	Carl Alexander	Witness:
DATE	Jamie Alexander	Witness:
DATE	Harold Runnels	Witness:
DATE	G. V. Koen	Witness:
DATE	Iris Goldston	Witness:
DATE	Nancy Zoe Goldston Herpin	Witness:
DATE	Jack H. Mayfield, Jr.	Witness:
DATE	Nathan Appleman	Witness:

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Royalty Interest Owners
Humble City Unit Agreement
Lea County, New Mexico

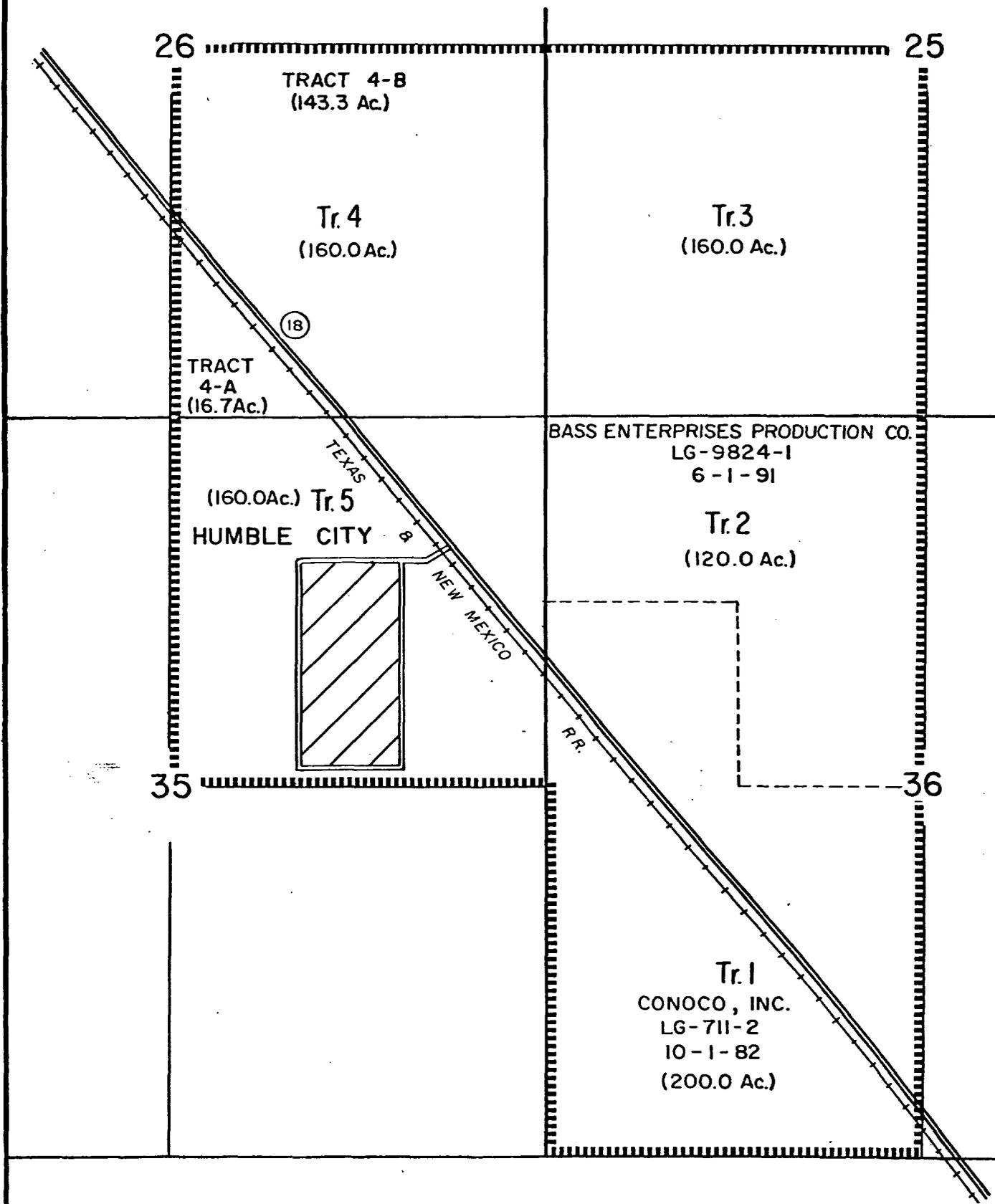
DATE	Jean D. Beckwith	Witness
DATE	The Merchant Livestock Company, Inc.	Witness
DATE	LeRoy M. Hostetler	Witness
DATE	David N. Newby	Witness
DATE	Southwest Diabetic Association	Witness
DATE	Eddith Reynolds Templin Estate	Witness
DATE	First Interstate Bank of Lea County, Trustee, under the Will of Virgil Linan f/b/o Bruce A. Carlin & Faye L. Klein	
DATE	Dan Girands, Executor of the Estate of W. D. Girands, Deceased	Witness
DATE	Dan C. Koen	Witness
DATE	Edward C. Koen	Witness
DATE	Otis Pruett - Heir of Leo Pruett, Deceased	Witness
DATE	Curtis Pruett - Heir of Leo Pruett, Deceased	Witness

DATE	Maurice Charles Lucky Executor of the Estate of Gertrude M. Lucky, Deceased	Witness
DATE	Charlotte Williams	Witness
DATE	Richard D. Rice	Witness
DATE	Glada V. Webb	Witness
DATE	Gertrude Tinsdall	Witness
DATE	C. D. Koen	Witness
DATE	Carl Schellinger	Witness
DATE	Christine C. Wiggins	Witness
DATE	Cannon B. McMahan	Witness
DATE	Marguerite McMahan	Witness
DATE	Harry Johnson	Witness
DATE	Louise Johnson	Witness
DATE	Mary Lois Neal, Individually & as Independent Executrix of the Estate of C. M. Neal	Witness
DATE	Florence L. Gossman	Witness
DATE	Mildred M. Sneefus	Witness

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Royalty Interest Owners
Humble City Unit Agreement
Lea County, New Mexico

DATE	Duane W. Wendell	Witness
DATE	Maxine E. Wendell	Witness
DATE	G. A. Lee	Witness
DATE	Mildred A. Wright	Witness
DATE	Laura A. Kaempf	Witness
DATE	Twila Gooding	Witness

EXHIBIT "A"



HUMBLE CITY UNIT

SE/4 Sec. 26 & SW/4 Sec. 25
NE/4 Sec. 35 & W/2 Sec. 36

T·17·S - R·37·E

LEA COUNTY, NEW MEXICO

SCALE: 1" = 1000'

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
1	T17S-R37E Section 36: SW/4 & SW/4 NW/4 (200.00 acres)	200.00000	LG-711-2 10-1-82	Conoco, Inc.	State of New Mexico -	12.5%	None	Conoco, Inc. 100%
2	T17S-R37E Section 36: E/2 NW/4 & NW/4 NW/4 (120.0 acres)	120.00000	LG-9824-1 6-1-91	Bass Enterprises Production Co.	State of New Mexico -	12.5%	None	Bass Enterprises Production Co. 100%
2 STATE TRACTS, CONTAINING 320.00 ACRES, OR 40.0% OF UNIT AREA								
- - - - COMMITTED - - - -								
3	T17S-R37E Section 25: SW/4 (160 acres)	.46875	None	Dan C. Koen	Unleased		None	Dan C. Koen 100%
3	Same as above	.46875	None	Edward C. Koen	Unleased		None	Edward C. Koen 100%
3	Same as above	.46875	Pending	Bass Enterprises Production Co.	Charlotte Williams	25.0%	None	Bass Enterprises Production Co. 100%
3	Same as above	.46875	Pending	Bass Enterprises Production Co.	Richard D. Rice	25.0%	None	Bass Enterprises Production Co. 100%
3	Same as above	.15625	Pending	Bass Enterprises Production Co.	Glada V. Webb	25.0%	None	Bass Enterprises Production Co. 100%
3	Same as above	.15625	Pending	Bass Enterprises Production Co.	Gertrude Tinsdall	25.0%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
3	<u>T17S-R37E</u> Section 25: SW/4 (160 acres)	.15625	Pending	Bass Enterprises Production Co.	C. D. Koen	25.0%	None	Bass Enterprises Production Co. 100%
3	Same as above	2.50000	Pending	Bass Enterprises Production Co.	First Interstate Bank of Lea County, Trustee Under the Will of Virgil Linam f/b/o Bruce A. Carlin and Faye L. Klein		None	Bass Enterprises Production Co.
3	Same as above	2.50000	26316-0	Bass Enterprises Production Co.	Evelyn L. Riddle	18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	.80925	None	Donald J. Bosserman	Unleased		None	Donald J. Bosserman 100%
3	Same as above	.80925	None	Troy L. Bosserman	Unleased		None	Troy L. Bosserman 100%
3	Same as above	40.00000	26313-C	Bass Enterprises Production Co.	Curtis Pruett, et ux	18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	3.89286	26316-F	Bass Enterprises Production Co.	Curtis Pruett, et ux	18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	3.89286	26316-K	Bass Enterprises Production Co.	Lois Pruett	18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	3.89286	26316-B	Bass Enterprises Production Co.	Wayne Simpson Roy Simpson Jack Simpson Hazel Smithie Eleanor Simpson	18.75%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
3	T17S-R37E Section 25:SW/4 (160 acres)	3.89286	26316-E	Bass Enterprises Production Co.	Sylvia Pruett 18.75%	None	Bass Enterprises Production Co.
3	Same as above	3.89286	26316-H	Bass Enterprises Production Co.	Otis Pruett, et ux 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	3.89286	26316-G	Bass Enterprises Production Co.	Leo Pruett 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	1.29762	26316-P	Bass Enterprises Production Co.	Hoyt Fellers 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	1.29762	26316-Q	Bass Enterprises Production Co.	Faye Herrington 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	1.29762	26316-R	Bass Enterprises Production Co.	Lorraine Christenson, et vir 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	36.66666	26316-A	Bass Enterprises Production Co.	Veda Molsenbocker 18.75%	None	Bass Enterprises Production Co. 100%
3	Same as above	9.00000	26316-S	Bass Enterprises Production Co.	Dudley H. Culp, Agent 20.0%	None	Bass Enterprises Production Co. 100%
3	Same as above	13.00000	Pending	Bass Enterprises Production Co.	Dudley H. Culp, Agent 25.0%	None	Bass Enterprises Production Co. 100%
- - - - UNCOMMITTED - - - -							
3	Same as above	.15625	None	O. V. Koen	Unleased	None	O. V. Koen 100%
3	Same as above	3.38150	None	Merchant Livestock Company, Inc.	Unleased	None	Merchant Livestock Company, Inc 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
3	<u>T17S-R37E</u> Section 25: SW/4 (160 acres)	.25000	None	Henry Hudson	Unleased*	None	Henry Hudson 100%
3	Same as above	3.33333	None	Amerada Hess Corporation	Carl Alexander, et ux Royalty Unknown	None	Amerada Hess Corporation 100%
3	Same as above	18.00000	26316-1	Bass Enterprises Production Co.	Thomas R. Seay 18.75%	None	Bass Enterprises Production Co.
- - - - - COMMITTED - - - - -							
4	<u>T17S-R37E</u> Section 26: SE/4 (160 acres)	.46875	None	Dan C. Koen	Unleased	None	Dan C. Koen 100%
4	Same as above	.46875	None	Edward C. Koen	Unleased	None	Edward C. Koen 100%
4	Same as above	.46875	Pending	Bass Enterprises Production Co.	Charlotte Williams 25.0%	None	Bass Enterprises Production Co. 100%
4	Same as above	.46875	Pending	Bass Enterprises Production Co.	Richard D. Rice 25.0%	None	Bass Enterprises Production Co. 100%
4	Same as above	.15625	Pending	Bass Enterprises Production Co.	Glada V. Webb 25.0%	None	Bass Enterprises Production Co. 100%
4	Same as above	.15625	Pending	Bass Enterprises Production Co.	Gertrude Tinsdall 25.0%	None	Bass Enterprises Production Co. 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
4	<u>T17S-R37E</u> <u>Section 26: SE/4 (160 acres)</u>	.15625	Pending	Bass Enterprises Production Co.	C. D. Koen	25.0%	None	Bass Enterprises Production Co. 100%
4	Same as above	2.50000	Pending	Bass Enterprises Production Co.	First Interstate Bank of Lea County, Trustee Under The Will of Virgil Linam f/b/o Bruce A. Carlin and Faye L. Klein	18.75%	None	Bass Enterprises Production Co.
4	Same as above	.80925	None	Donald Bosserman	Unleased		None	Donald J. Bosserman 100%
4	Same as above	.80925	None	Troy L. Bosserman	Unleased		None	Troy L. Bosserman 100%
4-A	<u>T17S-R37E</u> <u>Section 26: A 16.68 acre tract of land lying west of the Hobbs-Lovington Highway</u>	.70369	26316-F	Bass Enterprises Production Co.	Curtis Pruett, et ux	18.75%	None	Bass Enterprises Production Co. 100%
4-B	<u>T17S-R37E</u> <u>Section 26: A 143.32 acre tract of land lying east of the Hobbs-Lovington Highway</u>	8.60560	26316-F	Bass Enterprises Production Co.	Curtis Pruett, et ux	18.75%	None	Bass Enterprises Production Co. 100%
4-A	Same as above	.70369	26316-K	Bass Enterprises Production Co.	Lois Pruett	18.75%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
4-B	T17S-R37E Section 26: A 143.32 acre tract of land lying east of the Hobbs-Lovington Highway	8.60560	26316-K	Bass Enterprises Production Co.	Lois Pruett 18.75%		None	Bass Enterprises Production Co. 100%
4-A	T17S-R37E Section 26: A 16.68 acre Tract of land lying west of the Hobbs-Lovington Highway	.70369	26316-B	Bass Enterprises Production Co.	Wayne Simpson Hazel Smith Roy Simpson Jack Simpson Elanor Simpson 18.75%		None	Bass Enterprises Production Co. 100%
4-B	Same as above	8.60560	26316-B	Bass Enterprises Production Co.	Wayne Simpson Hazel Smith Roy Simpson Jack Simpson Elanor Simpson 18.75%		None	Bass Enterprises Production Co. 100%
4-A	Same as above	.70369	26316-E	Bass Enterprises Production Co.	Sylvia Pruett 18.75%		None	Bass Enterprises Production Co. 100%
4-B	Same as above	8.60560	26316-E	Bass Enterprises Production Co.	Sylvia Pruett 18.75%		None	Bass Enterprises Production Co. 100%
4-A	Same as above	.70369	26316-H	Bass Enterprises Production Co.	Otis H. Pruett, et ux 18.75%		None	Bass Enterprises Production Co. 100%
4-B	Same as above	8.60560	26316-H	Bass Enterprises Production Co.	Otis H. Pruett, et ux 18.75%		None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
4-A	<u>T17S-R37E</u> Section 26: A 16.68 acre Tract of land lying west of the Hobbs-Lovington Highway	.70369	26316-G	Bass Enterprises Production Co.	Leo Pruett 18.75%	None	Bass Enterprises Production Co. 100%
4-B	<u>T17S-R37E</u> Section 26: A 143.32 acre Tract of land lying east of the Hobbs-Lovington Highway	8.60560	26316-G	Bass Enterprises Production Co.	Leo Pruett 18.75%	None	Bass Enterprises Production Co. 100%
4-A	Same as above	.23456	26316-P	Bass Enterprises Production Co.	Hoyt Fellers 18.75%	None	Bass Enterprises Production Co. 100%
4-B	Same as above	2.86853	26316-P	Bass Enterprises Production Co.	Hoyt Fellers 18.75%	None	Bass Enterprises Production Co. 100%
4-A	Same as above	.23456	26316-Q	Bass Enterprises Production Co.	Faye Herrington 18.75%	None	Bass Enterprises Production Co. 100%
4-B	Same as above	2.86853	26316-Q	Bass Enterprises Production Co.	Faye Herrington 18.75%	None	Bass Enterprises Production Co. 100%
4-A	Same as above	.23456	26316-R	Bass Enterprises Production Co.	Lorraine Christenson, et vir 18.75%	None	Bass Enterprises Production Co. 100%
4-B	Same as above	2.86853	26316-R	Bass Enterprises Production Co.	Lorraine Christenson, et vir 18.75%	None	Bass Enterprises Production Co. 100%
4	<u>T17S-R37E</u> Section 26: SE/4 (160 acres)	18.33333	26316-A	Bass Enterprises Production Co.	Veda Mostenbocker 18.75%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
4-A	<u>T17S-R37E</u> Section 26: A 16.68 acre tract of land lying west of the Hobbs-Lovington Highway	2.08500	Pending	Bass Enterprises Production Co.	David N. Newby 18.75%	None	Bass Enterprises Production Co. 100%
	- - - - UNCOMMITTED - - - -						
4	<u>T17S-R37E</u> Section 26: SE/4 (160 acres)	.15625	None	O. V. Koen	Unleased	None	O. V. Koen 100%
4	Same as above	3.38150	None	Merchant Livestock Company, Inc.	Unleased	None	Merchant Livestock Company, Inc 100%
4	Same as above	.25000	None	Henry Hudson	Unleased*	None	Henry Hudson 100%
4	Same as above	3.33333	None	Amerada Hess Corporation	Carl Alexander, et ux Royalty Unknown	None	Amerada Hess Corporation 100%
4	Same as above	16.00000	None	LeRoy Hostetler	Unleased	None	LeRoy Hostetler 100%
4	Same as above	1.60000	None	O. L. Bolton	Unleased*	None	O. L. Bolton 100%
4	Same as above	22.40000	None	Eloram Myers, et vir	Unleased*	None	Eloram Meyers, et vir 100%
4	Same as above	18.33333	None	Harold Runnels	Unleased	None	Harold Runnels

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
- - - - COMMITTED - - - -								
5	<u>T17S-R37E</u> Section 35: NE/4 (160 acres)	1.66667	Pending	Bass Enterprises Production Co.	Carl Schellinger	25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	6.66667	26315-C	Bass Enterprises Production Co.	Gertrude M. Lucky Barbara Lucky Shannon Charles Lucky	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	6.66667	26315-B	Bass Enterprises Production Co.	Carlyle W. Urban, Independent Exec. f/b/o Orval L. Brace & Myrtle Brace, Dec.	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	5.00000	26315-A	Bass Enterprises Production Co.	Helen L. Harvey	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	1.66667	Pending	Bass Enterprises Production Co.	Iris Goldston	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	.83333	Pending	Bass Enterprises Production Co.	Nancy Zoe Goldston Herpin	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	.83333	Pending	Bass Enterprises Production Co.	Jack H. Mayfield, Jr.	18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	26.66667	Pending	Bass Enterprises Production Co.	Mobil Producing Texas & New Mexico, Inc.	25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	10.00000	26446-P	Bass Enterprises Production Co.	Hunter Oil Company	20.0%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	2.22222	None	Cal-Mon Oil Company	Jean D. Beckwith 12.5%	None	Cal-Mon Oil Company 100%
5	Same as above	.83333	Pending	Bass Enterprises Production Co.	Southwest Diabetic Association 18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	2.50000	Pending	Bass Enterprises Production Co.	Eddith Reynolds Templin Estate 18.75%	None	Bass Enterprises Production Co. 100%
5	Same as above	1.00000	26315-D	Bass Enterprises Production Co.	Charon Oil Group Barbara O'Connor, Trustee 20.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	40.00000	None	Nathan Appleman	Unleased	None	Nathan Appleman 100%
5	Same as above	2.22222	Pending	Bass Enterprises Production Co.	Christine C. Wiggins 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.62500	Pending	Bass Enterprises Production Co.	Cannon B. McMahan, et ux 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.62500	Pending	Bass Enterprises Production Co.	Harry Johnson, et ux 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.62500	None	Mary Lois Neal, Individually & as Independent Executrix of the Estate of C. M. Neal	Unleased	None	Mary Lois Neal, Individually & as Independent Executrix of the Estate of C. M. Neal

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	5.00000	26124-H	Bass Enterprises Production Co.	Mary Ruth McCrory 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	5.00000	26124-K	Bass Enterprises Production Co.	W. T. Reed 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	1.04167	26315-E	Bass Enterprises Production Co.	Thomas W. Evans, as Agent & Attorney-in- Fact f/b/o Bertha L. Evans 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.20833	26124-L	Bass Enterprises Production Co.	Lorene Whitley Longwell 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.20833	26315-E	Bass Enterprises Production Co.	Thomas Weldon Evans 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.05208	26124-J	Bass Enterprises Production Co.	Larry Dale Whitley 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.05208	26124-M	Bass Enterprises Production Co.	Loretta Mildred Wilson 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.05208	26315-F	Bass Enterprises Production Co.	Theresa Arliss Smith 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.05208	26124-I	Bass Enterprises Production Co.	Dixie Eileen Willda 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.08333	Pending	Bass Enterprises Production Co.	Florence L. Gossman 25.0%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	.16667	Pending	Bass Enterprises Production Co.	Mildred M. Sneefus 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.08333	Pending	Bass Enterprises Production Co.	Duane W. Wendell, et ux 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.01667	Pending	Bass Enterprises Production Co.	G. A. Lee 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	1.05358	Pending	Bass Enterprises Production Co.	Mildred A. Wright 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.98421	Pending	Bass Enterprises Production Co.	Laura A. Kaempf 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.14977	Pending	Bass Enterprises Production Co.	Twila Gooding, Trustee f/b/o Lucky Wright Royalty Syndicate, Re-established 25.0%	None	Bass Enterprises Production Co. 100%
5	Same as above	.62500	Pending	Bass Enterprises Production Co.	Dan Girands, Executor of the Estate of W. D. Girands, Deceased 25.0%	None	Bass Enterprises Production Co. 100%

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
- - - - UNCOMMITTED - - - -							
5	Same as above	3.33333	None	W. J. Russell, et ux	Unleased*	None	W. J. Russell, et ux 100%
5	Same as above	1.66667	None	Southern Petroleum Exploration	Unleased*	None	Southern Petroleum Exploration 100%
5	Same as above	1.66667	None	Tom Teal	Unleased*	None	Tom Teal 100%
5	Same as above	13.33333	None	James E. Douglas	Unleased*	None	James E. Douglas 100%
5	Same as above	2.22222	None	Nina L. Metcalf	Unleased*	None	Nina L. Metcalf 100%
5	Same as above	1.25000	None	Max W. Coll, II	Unleased	None	Max W. Coll, II 100%
5	Same as above	1.25000	None	James N. Coll	Unleased	None	James N. Coll 100%

Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	1.25000	None	Charles H. Coll	Unleased		None	Charles H. Coll 100%
5	Same as above	1.25000	None	Jon F. Coll	Unleased		None	Jon F. Coll 100%
5	Same as above	.22727	None	Lloyd B. Singleton	Unleased*		None	Lloyd B. Singleton 100%
5	Same as above	.22727	None	Barbara K. Fowler	Unleased*		None	Barbara K. Fowler 100%
5	Same as above	.22727	None	Harland Koch	Unleased*		None	Harland Koch 100%
5	Same as above	.22727	None	Carl A. Koch	Unleased*		None	Carl A. Koch 100%
5	Same as above	.22727	None	William M. Fowler	Unleased*		None	William M. Fowler 100%
5	Same as above	.22727	None	Nancy J. Belanger	Unleased*		None	Nancy J. Belanger 100%
5	Same as above	.22727	None	Wesley R. Singleton	Unleased*		None	Wesley R. Singleton 100%
5	Same as above	.22727	None	Carol Collins	Unleased*		None	Carol Collins 100%
5	Same as above	.22727	None	Harriett Radd	Unleased*		None	Harriett Radd 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	.22727	None	Elizabeth R. McDonald	Unleased*	None	Elizabeth R. McDonald 100%
5	Same as above	.22727	None	Sally Jacobs	Unleased*	None	Sally Jacobs 100%
5	Same as above	.33333	None	A. H. Duncan	Unleased*	None	A. H. Duncan 100%
5	Same as above	.08333	None	Elizabeth Perry	Unleased*	None	Elizabeth Perry 100%
5	Same as above	.08333	None	Matts Wallukait	Unleased*	None	Matts Wallukait 100%
5	Same as above	.08333	None	Matilda Sarsgard	Unleased*	None	Matilda Sarsgard 100%
5	Same as above	.08333	None	Alice J. Wilcox Dean K. Wilcox	Unleased*	None	Alice J. Wilcox Dean K. Wilcox 100%
5	Same as above	.08333	None	Nellie F. Pinney	Unleased*	None	Nellie F. Pinney 100%
5	Same as above	.08333	None	Walter Jenson	Unleased*	None	Walter Jenson 100%
5	Same as above	.08333	None	Lulu F. Allpin	Unleased*	None	Lulu F. Allpin 100%
5	Same as above	.16667	None	Maud Perry	Unleased*	None	Maud Perry 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	<u>T17S-R37E</u> Section 35: NE/4 (160 acres)	.08333	None	Grace L. Flemming	Unleased*	None	Grace L. Flemming 100%
5	Same as above	.08333	None	Gertrude J. Sproule	Unleased*	None	Gertrude J. Sproule 100%
5	Same as above	.08333	None	Earl L. Hansen	Unleased*	None	Earl L. Hansen 100%
5	Same as above	.08333	None	Gertrude Mertz	Unleased*	None	Gertrude Mertz 100%
5	Same as above	.08333	None	Arch Foster	Unleased*	None	Arch Foster 100%
5	Same as above	.08333	None	C. W. Canfield	Unleased*	None	C. W. Canfield 100%
5	Same as above	.08333	None	Mary Tiss, et vir	Unleased*	None	Mary Tiss, et vir 100%
5	Same as above	.08333	None	Bert R. Shifflet, et ux	Unleased*	None	Bert R. Shifflet, et ux 100%
5	Same as above	.08333	None	Lorene S. Nemela	Unleased*	None	Lorene S. Nemela 100%
5	Same as above	.08333	None	Charles Larson, et ux	Unleased*	None	Charles Larson, et ux 100%
5	Same as above	.08333	None	Dale R. Morgan	Unleased*	None	Dale R. Morgan 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	<u>T17S-R37E</u> Section 35: NE/4 (160 acres)	.08333	None	Lindia P. Morgan	Unleased*	None	Lindia P. Morgan 100%
5	Same as above	.16667	None	Wallace H. Lane	Unleased*	None	Wallace H. Lane 100%
5	Same as above	.08333	None	G. L. Whitman	Unleased*	None	G. L. Whitman 100%
5	Same as above	.05833	None	Nick D. Christakos	Unleased*	None	Nick D. Christakos 100%
5	Same as above	.08333	None	H. S. Probert	Unleased*	None	H. S. Probert 100%
5	Same as above	.01667	None	J. R. Ballou	Unleased*	None	J. R. Ballou 100%
5	Same as above	.04167	None	Ed J. Oster	Unleased*	None	Ed J. Oster 100%
5	Same as above	.01667	None	John Satoka	Unleased*	None	John Satoka 100%
5	Same as above	.03333	None	William W. Webb, et ux	Unleased*	None	William W. Webb, et ux 100%
5	Same as above	.04167	None	Arthur Britson	Unleased*	None	Arthur Britson 100%
5	Same as above	.01667	None	Helen H. Backman, et vir	Unleased*	None	Helen H. Backman, et vir 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner	Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	T17S-R37E Section 35: NE/4 (160 acres)	.01667	None	John M. Coll	Unleased*		None	John M. Coll 100%
5	Same as above	.01667	None	Ethel A. Melter	Unleased*		None	Ethel A. Melter 100%
5	Same as above	.01667	None	Harry W. Crouet, et ux	Unleased*		None	Harry W. Crouet, et ux 100%
5	Same as above	.03333	None	William W. Webb	Unleased*		None	William W. Webb 100%
5	Same as above	.01667	None	Ted A. Sarvis	Unleased*		None	Ted A. Sarvis 100%
5	Same as above	.01667	None	L. C. Crepow	Unleased*		None	L. C. Crepow 100%
5	Same as above	.01667	None	Vena Hindt	Unleased*		None	Vena Hindt 100%
5	Same as above	.01667	None	J. F. Sofronlio, et ux	Unleased*		None	J. F. Sofronlio, et ux 100%
5	Same as above	.03333	None	A. B. Patrick	Unleased*		None	A. B. Patrick 100%
5	Same as above	.03478	None	Harvey Shields	Unleased*		None	Harvey Shields 100%
5	Same as above	.01667	None	Pearl Palm	Unleased*		None	Pearl Palm 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	<u>T17S-R37E</u> Section 35: NE/4 (160 acres)	.03333	None	Sisters of the Humility of Mary	Unleased*	None	Sisters of the Humility of Mary 100%
5	Same as above	.08333	None	Estella Maple	Unleased*	None	Estella Maple 100%
5	Same as above	.01667	None	Edward C. Larimer, et ux	Unleased*	None	Edward C. Larimer, et ux 100%
5	Same as above	.01667	None	John J. Corbett	Unleased*	None	John J. Corbett 100%
5	Same as above	.01667	None	Wm. H. Schluter	Unleased*	None	Wm. H. Schluter 100%
5	Same as above	.08333	None	Ana W. Hensen	Unleased*	None	Ana W. Hensen 100%
5	Same as above	.33333	None	A. J. Holifield	Unleased*	None	A. J. Holifield 100%
5	Same as above	.16667	None	John E. Young	Unleased*	None	John E. Young 100%
5	Same as above	.16667	None	Ruby D. Cousins	Unleased*	None	Ruby D. Cousins 100%
5	Same as above	.33333	None	John Berdahl	Unleased*	None	John Berdahl 100%
5	Same as above	.33333	None	Hugo F. J. Mohr Grace Hoxsey	Unleased*	None	Hugo F. J. Mohr Grace Hoxsey 100%

*Unlocatable

EXHIBIT "B" - HUMBLE CITY UNIT AREA - LEA COUNTY, NEW MEXICO

Tract No.	Description	Net Acres	Serial or Lease No.	Record Owner of Lease or Application	Land Owner Percentage of Royalties	ORRI	Working Interest Owner & Percentage
5	<u>T17S-R37E</u> Section 35: NE/4 (160 acres)	.33333	None	Clara Worthington	Unleased*	None	Clara Worthington 100%
<u>3 FEE TRACTS, CONTAINING 480 ACRES, OR 60% OF UNIT AREA</u>							

*Unlocatable