

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
IN ACCORDANCE WITH THE PARTICIPATION FORMULA FOR THE UNITIZED FORMATION FOR THE
EUNICE MONUMENT SOUTH UNIT AREA
LEA COUNTY, NEW MEXICO

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
Federal Lands:								
1. Meyer "A-1" (was Tract 81)	R21S-R36E, N.M.P.M. Sec. 8: SW $\frac{1}{4}$ Sec. 17: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 18: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	640.00	LC-031740-A HBP 2-19-31 Exchanged 2-1-51	U.S.A. Schedule "C"	A. E. Meyer	Atlantic Richfield Co. .92105 Helen L. Bedford .01842 Henry De Graffenreid Bedford .01842 Rachel Bedford Bowen .01842 Triton Oil & Gas Corp. .11513 Charles H. Coll .13239 Jon F. Coll .13239 James N. Coll .13241 Max W. Coll, II .13241 Etz Oil Properties, Inc. .17269 George H. Etz, Jr., Trustee of George H. Etz, Sr. Trust .17269 Ima Hays .30703 Kirby Exploration Co. .57422 Munro L. Lyeth and Patricia D. Lyeth, First of Denver A/C 11033-00-8 .41447 Onez Norman Rooney .41447 Ellis Rudy .00143 Alann P. Bedford, Trustee Alann P. Bedford Trust .01842 Southland Royalty Co. 1.38158	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	8.308758

EXHIBIT "B"
Application For
Statutory Unitization
EUNICE MONUMENT SOUTH UNIT
Lea County, New Mexico
GULF OIL CORPORATION
Midland, Texas

ON OF	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
2 N.M.P.M. Lots 3,4, E½SW¼ S½ SE¼	229.97	LC-032099-A HBP 6/23/31 Exchanged 6-1-51	U.S.A. Schedule "D"	Conoco Inc. Amoco Production Company Atlantic Rich- field Company Chevron U.S.A. Inc.	David M. Warren, Jr. 1.38158 Ellen Anne W. Williams .01842 Annabel Winningham .15354 The Wiser Oil Co..27631	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.921406
					Amex Petroleum Corp. .05555* Amoco Production Co. .66667* Betty B. Beare .00130* Beatrice Christman Bell Estate .00782* Cecil P. Bordages, II .07291* Joyce Bordages .07292* Boys Clubs of America .03333* Braille Institute of America Agency No. 631-00 .61727* Kathryn M. Byrd .00348* Jean K. Cline .00347* Richard L. Cline, Jr. .00347* Virginia M. Drake.00521* Elks Nat'l Fdn, New England Merchants Nat'l Bank, Boston .03333* Elliot Oil Company .16667* Etz Oil Properties, Inc. .25000* George H. Etz, Jr., Trustee George H. Etz, Sr. Trust .25000* First Nat'l Bank Denver, Trustee U/W of Josephine M. Smith, Dec'd .37292* Barbara Christman Farrell .00130* Dolores Gilmer Heirs .00390* Charles Gutman .02777*		

ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
				Daniel L. Gutman, Trustee U/W of Max Gutman, Dec'd .05556*		
				Betty Gutttag Higgins Trust, Inc. .02778*		
				Mary Jane Hyman Mary Jane Hyman, Ind. .33333*		
				Exrx. Est. of Jack F. Hyman, Dec'd .02778*		
				Burford I. King, Trustee 1 .04167*		
				Patrick J. Leonard .05556*		
				Robert J. Leonard.05555*		
				Timothy T. Leonard .05555*		
				Mary J. & Art V. McKone, JT .04167*		
				Mobil Oil Corporation .33333*		
				Mobil Oil Corp., Attn. Crude Oil & Gas Liquids Acctg. Sec. .33333*		
				New Mexico Boys Ranch Inc. .03334*		
				David M. Pedley .00556*		
				John C. Pedley .00556*		
				Lawrence L. Pedley .00555*		
				T. A. Pedley, Jr..01666*		
				Mrs. Reede Christman Ross .00130*		
				Regents of Univ. of Colo. .01389*		
				Regents of Univ. of NM .03334*		
				Republic Nat'l Bank Dallas Test. Trustee Selma E. Andrews Tr. No. 5188-00 .71606*		
				Jackson L. Sadler.02778*		
				Shattuck-St. Mary's Schools .03333*		

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
3. Lockhart "B-14" (was Tract 97)	T21S-R36E, N.M.P.M. Sec. 14: W $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$;	320.00	LC-032099-B HBP 6/23/31 Exchanged 7/1/52	U.S.A. Schedule "D"	Conoco Inc. Amoco Production Company Atlantic Richfield Company Chevron U.S.A Inc.	None Edith G. Socolow & A. Walter Socolow, Trustees U/A dated 11-24-76 .05556* Texaro Oil Company .01389*	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.647555
4. Lockhart "B-13" (was Tract 116)	T21S-R36E, N.M.P.M. Sec. 13: NW/4 NW/4	40.00	LC-032099-B HBP 6/23/31 Exchanged 7/1/52	U.S.A. Schedule "D"	Conoco Inc. Amoco Production Company Atlantic Richfield Company Chevron U.S.A. Inc.	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.070883
5. Meyer "B-18" (was Tract 80)	T21S-R36E, N.M.P.M. Sec 18: Lots 1,2, E $\frac{1}{2}$ NW $\frac{1}{4}$	149.91	LC-031740-B HBP 10/26/34 Exchanged 10/1/54 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer Inc.	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.254760
6. Meyer "B-17" (was Tract 87)	T21-T36E, NM,MP.M. Sec. 17: E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.323144

*By court decision, oil production ORRI is 6.90789% when average leasehold production per well is more than 15 BPD, and by agreement, ORRI on oil is 5% when average production per well per day is 15 bbls or less.

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7. Meyer "B-4" (was Tract 48)	T21S-R36E, N.M.P.M. Sec. 4: Lot 1,2,3,6, 7,8,9,10,11, 14,15,16, E½SW¼, SE¼	714.88	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	6.664506
8. Meyer "B-8" (was Tract 59)	T21S-R36E, N.M.P.M. Sec. 8: NW¼	160.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	9.059453
9. Meyer "B-9" (was Tract 65)	T21S-R36E, N.M.P.M. Sec. 9: E½W¼	160.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Scheduled "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	1.326104
10. Gillyuly "A" (was Tract 3)	T20S-R36E, N.M.P.M. Sec. 25: W½NE¼, NE¼SW¼	120.00	LC-031736-A HBP 3/30/37 Exchanged 3/1/57	U.S.A. Schedule "C"	Amoco Production Company	Selma E. Andrews Trust #5188 2.68525 C. R. Brauchli .01116 Roy P. and Doris M. Dolley .25000 Claradean Gallant.12500 Marvin G. Jenkins.25000 Leonard D. Keefer.37500 Julia H. Payne .01696 and as Trustee u/w of Weston Payne .02768 Ethel R. Pease Trust and Ethel R. Pease, Trustee under Declaration of Trust dated 4/19/77 .25000 Union Texas Petroleum Corporation .32366 (When production is in excess of 15 BOPD, and .21580 when 15 BOPD or less) Elmer H. Wahl, Inc. .04465	Amoco Production Company 100%	.584461

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							OWNER	PERCENTAGE		
11. Gilluly "B" Federal (was Tract 4)	T20S-R36E, N.M.P.M. Sec. 25: NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	LC-031736-B HBP 3/30/37 Exchanged 3/1/57	U.S.A. Schedule "C"	Amoco Production Company	None	Amoco Production Company	100%	.027077	
12. Fopeano Federal (was Tract 6)	T20S-R36E, N.M.P.M. Sec. 25: S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	LC-048741-A HBP 7/1/37 Renewal 7/1/77	U.S.A. Schedule "C"	Exxon Corporation	Robert M. Light Stanley W. Light E. W. Mendez George D. Riggs Neil T. Christensen Thayer P. Christensen Ronald K. DeFord Nellie P. Fopeano Ray Hobbs Bradley T. Light R.S. and J.W. Light Donald Light Kilgore	Exxon Corporation	100%	.151224	
12	FEDERAL	TRACTS	TOTALING	2,734.76	ACRES	OR	19.27%	OF	UNIT	AREA

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STATE LANDS:								
13. J.F. Janda (NCT-C) (was Tract 95)	T21S-R36E, N.M.P.M. Sec. 15: SW $\frac{1}{2}$	160.00	B-229-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	1.055350
14. Arnett-Ramsay (NCT-C) (was Tract 102)	T21S-R36E, N.M.P.M. Sec. 21: NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$	440.00	B-229-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	2.739613
15. R.R. Bell (NCT- F) (was Tract 17)	T20S-R36E, N.M.P.M. Sec. 36: W $\frac{1}{2}$	320.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	3.195507
16. R.R. Bell (NCT- D) (was Tract 35)	T21S-R36E, N.M.P.M. Sec. 6: Lots 17,18	70.37	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.682139
17. R.R. Bell (NCT- B) (was Tract 38)	T21S-R36E, N.M.P.M. Sec. 6: E $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	3.726787
18. Bell-Ramsey (NCT- A) (was Tract 47)	T21S-R36E, N.M.P.M. Sec. 4: Lots 4,5, 12,13 W $\frac{1}{2}$ SW $\frac{1}{2}$	238.72	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	1.459570
19. R.R. Bell (NCT- A) (was Tract 63)	T21S-R36E, N.M.P.M. Sec. 8: S $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.426101
20. Bell-Ramsey (NCT- A) (was Tract 64)	T21S-R36E, N.M.P.M. Sec. 9: W $\frac{1}{2}$ M $\frac{1}{2}$	160.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.796347
21. R.R. Bell (NCT- E) (was Tract 71)	T21S-R36E, N.M.P.M. Sec. 11: N $\frac{1}{2}$ NW $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.355963
22. R.R. Bell (NCT- C) (was Tract 94)	T21S-R36E, N.M.P.M. Sec. 15: NW $\frac{1}{2}$	160.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	2.683321
23. State "D" (was Tract 92)	T21S-R36E, N.M.P.M. Sec. 16: W $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-1889-3 HBP 6/8/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.918559

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24. State "G" (was Tract 103)	T21S-R36E, N.M.P.M. Sec. 21: SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	B-1651-4 HBP 9/18/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.277424
25. State "D"- Battery 2 (was Tract 75)	T21S-R36E, N.M.P.M. Sec. 11: SW $\frac{1}{4}$	160.00	B-1537 HBP 9/25/28	State of New Mexico 12 $\frac{1}{2}$	Conoco Inc.	None	Conoco Inc. 100%	.474353
26. State "D" (was Tract 96)	T21S-R36E, N.M.P.M. Sec. 15: E $\frac{1}{2}$	320.00	B-1537 HBP 9/25/28	State of New Mexico 12 $\frac{1}{2}$	Conoco Inc.	None	Conoco Inc. 100%	1.957890
27 State "E" (was Tract 43)	T21S-R36E, N.M.P.M. Sec. 5: N $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	B-1940-2 HBP 10/1/28	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	2.680609
28. State "H" (was Tract 42)	T21S-R36E, N.M.P.M. Sec. 5: Lots 9,10, 15, 16	160.00	B-2139-3 HBP 10/5/28	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	.934498
29. Sunshine (was Tract 10)	T20S-R37E, N.M.P.M. Sec. 30: Lot 4, E $\frac{1}{2}$ SW $\frac{1}{4}$	119.69	B-2194-3 HBP 10/26/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.405359
30. Skelly"B" State (was Tract 88)	T21S-R36E, N.M.P.M. Sec. 16: NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	200.00	B-1327 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Co. Company 100%	1.328423
31. Mexico "V" (was Tract 117)	T21S-R36E, N.M.P.M. Sec. 16: SW $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	B-1327 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.137520
32. Skelly 'H' State (was Tract 1)	T20S-R36E, N.M.P.M. Sec. 25: W $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	B-1328 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.427150
33. State "AW" (was Tract 89)	T21S-R36E, N.M.P.M. Sec. 16: NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	B-1566-2 HBP 11/20/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.169794
34. H. T. Orcutt (NCT-C) (was Tract 20)	T20S-R36E, N.M.P.M. Sec. 36: S $\frac{1}{2}$ SE $\frac{1}{4}$ T21S-R36E, N.M.P.M. Sec. 6: Lots 1,2,3, 6,7,8	316.45	B-244-1 HBP 11/22/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	3.559765

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35. H. T. Orcutt (NCT-A) (was Tract 34)	T21S-R36E, N.M.P.M. Sec. 5: Lots 11, 12, 13, 14 Sec. 6: Lots 15, 16	240.00	B-244-1 HBP 2/28/28	State of New Mexico 12½	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	1.701394
36. H. T. Orcutt (NCT-B) (was Tract 40)	T21S-R36E, N.M.P.M. Sec. 5: Lots 7, 8	80.00	B-244-1 HBP 11-22-28	State of New Mexico 12½	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.361025
37. Aggies State (was Tract 21)	T20S-R37E, N.M.P.M. Sec. 31: Lots 1, 2, 3, 4 E½W½, NE¼	479.48	B-935 HBP 11-22-28	State of New Mexico 12½	Exxon Corporation	None	Exxon Corporation 100%	1.962315
38. State "A" (was Tract 60)	T21S-R36E, N.M.P.M. Sec. 8: NE¼	160.00	A-1350-7 HBP 11/26/28	State of New Mexico 12½	Gulf Oil Corporation Getty Oil Company Sun Exploration and Production Company	None	Gulf Oil Corporation 50% Getty Oil Company 25% Sun Exploration and Production Company 25%	1.770012
39. State "F" (was Tract 13)	T20S-R37E, N.M.P.M. Sec. 30: E½SE¼, SW¼SE¼	120.00	B-1481-15 HBP 11/26/28	State of New Mexico 12½	Cities Service Oil & Gas Corporation	None	Cities Service Oil & Gas Corporation 100%	.244360
40. Rasmussen State (was Tract 70)	T21S-R36E, N.M.P.M. Sec. 2: SW¼SW¼	40.00	B-1481-15 HBP 2/28/28	State of New Mexico 12½	Cities Service Oil & Gas Corporation	None	Doyle Hartman 66.6666% Carl Pfluger 33.3333%	.076549
41. State "C" (was Tract 91)	T21S-R36E, N.M.P.M. Sec. 16: SW¼	160.00	B-1481-15 HBP 11/26/28	State of New Mexico 12½	Cities Services Oil & Gas Corporation	None	Cities Service Oil & Gas Corporation 100%	.751093
42. State "G" (was Tract 113)	T21S-R36E, N.M.P.M. Sec. 2: SE¼SW¼	40.00	B-1481-15 HBP 11/26/28	State of New Mexico 12½	Cities Service Oil & Gas Corporation	None	Doyle Hartman 50% Carl Pfluger 50%	.064967
43. State "C" (was Tract 46)	T21S-R36E, N.M.P.M. Sec. 5: S½SE¼	80.00	B-1673-6 HBP 11/30/28	State of New Mexico 12½	Atlantic Richfield Co. Getty Oil Co.	None	Atlantic Richfield Company 50% Getty Oil Co. 50%	1.269324
44. State "L" (was Tract 49)	T21S-R36E, N.M.P.M. Sec. 3: Lots 3, 4	75.59	A-1375-17 HBP 12/5/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Company 50% Catron W.I. 50%	.126788

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45. State "L" - Battery 2 (was Tract 28)	T21S-R36E, N.M.P.M. Sec. 6: Lots 4,5,	68.38	A-1375-17 HBP 12/5/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 50% Catron W.I. 50%	.477689
46. State "L" - Battery 3 (was Tract 72)	T21S-R36E, N.M.P.M. Sec. 11: SW¼NW¼	40.00	A-1375-17 HBP 12/5/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 50% Catron W.I. 50%	.270790
47. State "L" - Battery 4 (was Tract 106)	T21S-R36E, N.M.P.M. Sec. 22: SE¼NW¼	40.00	A-1375-17 HBP 12/5/28	State of New Mexico 12½	Atlantic Richfield Company	None	Atlantic Richfield Company 50% Catron W.I. 50%	.265867
48. Wallace State (was Tract 50)	T21S-R36E, N.M.P.M. Sec. 3: Lots 5,6, 11,12,13,14	240.00	A-1375-36 HBP 12/5/28	State of New Mexico 12½	Thomas B. Catron, III and John S. Catron	Thomas B. Catron, III and John S. Catron 12.5%	Me-Tex Companies 87.5% Thomas B. Catron, III and John S. Catron 12.5%	.290369
49. State "B" (was Tract 62)	T21S-R36E, N.M.P.M. Sec. 8: NW¼SE¼	80.00	B-452-1 HBP 12/5/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.751002
50. State "O" (was Tract 23)	T20S-R37E, N.M.P.M. Sec. 32: W¼NW¼	80.00	B-2288-3 HBP 12/13/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.050367
51. Healsey State (was Tract 39)	T21S-R36E, N.M.P.M. Sec. 5: Lots 1,2,3, 4,5,6	236.76	B-1641-4 HBP 12/17/28	State of New Mexico 12½	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	2.723870
52. State "F" (was Tract 33)	T21S-R36E, N.M.P.M. Sec. 6: Lots 13,14	75.17	B-1398-27 HBP 12/26/28	State of New Mexico 12½	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	Shell Western Exploration & Production, Inc. 100%	.237670
53. State "K" (was Tract 18)	T20S-R36E, N.M.P.M. Sec. 36: NE¼	160.00	B-1398-28 HBP 12/26/28	State of New Mexico 12½	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	Shell Western Exploration & Production, Inc. 100%	5.112412
54. State "EE" (was Tract 32)	T21S-R36E, N.M.P.M. Sec. 6: Lots 9,10	80.00	B-1399-15 HBP 12/26/28	State of New Mexico 12½	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	Shell Western Exploration & Production, Inc. 100%	.485839

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
55. State "G" (was Tract 31)	T21S-R36E, N.M.P.M. Sec. 6: Lots 11,12	75.15	B-1400-13 HBP 12/26/28	State of New Mexico 12½	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	John H. Hendrix 30% Bruce A. Wilbanks 28.75% Michael Klein 14.375% Suzanne H. Klein 14.375% Thomas W. Ellison 6.25% Mrs. Ethel T. Dennis 6.25%	.221097
56. State "AX" (was Tract 90)	T21S-R36E, N.M.P.M. Sec. 16: SE¼NE¼	40.00	B-1616-7 HBP 12/27/28	State of New Mexico 12½	Getty Oil Company	None	Getty Oil Co. 100%	.186322
57. Graham State (NCT-"E") (was Tract 37)	T21S-R36E, N.M.P.M. Sec. 6: W½SE¼	80.00	A-1543-1 HBP 12/29/28	State of New Mexico 12½	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.520475
58. State "C"- Tract 11 (was Tract 114)	T21S-R36E, N.M.P.M. Sec. 2: S½SE¼	80.00	B-1557 HBP 12/29/28	State of New Mexico 12½	Amoco Production Company	None	Amoco Production Company 100%	.031885
59. State "M" (was Tract 19)	T20S-R36E, N.M.P.M. Sec. 36: N½SE¼	80.00	B-1674-1 HBP 12/31/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.882435
60. State "E" (was Tract 93)	T21S-R36E, N.M.P.M. Sec. 16: E½SE¼	80.00	B-2330-4 HBP 12/31/28	State of New Mexico 12½	Getty Oil Co.	None	Getty Oil Co. 100%	.559636
61. State "I" (was Tract 104)	T21S-R36E, N.M.P.M. Sec. 22: N½NW¼	80.00	A-1573-5 HBP 1/3/29	State of New Mexico 12½	Amoco Production Company	First National Bank of Midland, Trustee of the Dorothy Louise Henderson Trust No. 862 .13021 First National Bank of Midland, Independent Executor of the Estate of A.N. Hendrickson Trust No. 1851 1.56250 First National Bank of Midland Trustee of the Jeanne Edna Hunt Trust No. 863 .13021 First National Bank of Midland, Trustee of the	Amoco Production Company 50.87% Landreth Production Corporation (carried working interest) 49.13%	.391924

N OF	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
						OWNER	PERCENTAGE	
N.M.P.M. SW $\frac{1}{4}$	40.00	B-1936-8 HBP 1/11/29	State of New Mexico 12%	Atlantic Richfield Co.	Patricia Olson Trust No. 2090-12 .01953 First National Bank of Midland, Trustee of the Deborah K. Thompson Trust No. 2094-12 .01953 First National Bank of Midland, Trustee of the Donald Thompson Trust No. 2091-12 .01953 First National Bank of Midland, Trustee of the Franklin G. Thompson Trust No. 1981-12, .09766 First National Bank of Midland, Trustee of the Franklin Thompson, Jr. Trust No. 2093-12 .01953 First National Bank of Midland, Trustee of the Thomas Thompson Trust No. 2092-12 .01953 First National Bank of Midland, trustee of the Sadie Watson Trust No. 1406 .39063 First National Bank of Midland, Trustee of the Sadie Watson Trust No. No. 1407 .39062 Martin H. Thompson .19531 Helen Joy Smith .13021 None	Atlantic Richfield Co.	100%	.158116
I.M.P.M. NW $\frac{1}{4}$, SE $\frac{1}{4}$	160.00	B-1463-3 HBP 1/11/29	State of New Mexico 12 $\frac{1}{2}$	Bert Fields, Jr.	First Hutchings-Sealy National Bank of Galveston .285	F. W. Turner, Jr. Estate 37.5% Bert Fields, Jr. 25% J. F. Shelby Estate 25% W. A. and E. R. Hudson 10.625% E. R. Hudson, Agent 1.875%		.232476*

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
(A) (Was Tract 24)	Sec. 32: E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{2}$ NE $\frac{1}{4}$	(120.00)					% of Tract Participation: F.W. Turner, Jr. Estate 32.1429%* Bert Fields, Jr. 28.5714%* J.F. Shelby Estate 28.5714%* W.A. and E.R. Hudson 9.1071%* E.R. Hudson Agent 1.6072%*	*(.203418)
(B) (Was Tract 118)	Sec. 32: NW $\frac{1}{2}$ NE $\frac{1}{4}$	(40.00)					Fred Turner, Jr. Estate 75.00%* W.A. and E.R. Hudson 21.25%* E.R. Hudson, Agent 3.75%*	*(.029058)
64. State "K" (was Tract 36)	T21S-R36E, N.M.P.M. Sec. 6: NE $\frac{1}{2}$ SW $\frac{1}{4}$	40.00	B-2352-2 HBP 1/11/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.067881
65. State "AY" (was Tract 25)	T20S-R37E, N.M.P.M. Sec. 32: E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	B-2366-8 HBP 1/11/29	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Co.	None	Getty Oil Co. 100%	.009005
66. State "P" (was Tract 2)	T20S-R36E, N.M.P.M. Sec. 25: E $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	B-1671-1 HBP 1/14/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.512798
67. State "H"(NCT-1) (was Tract 22)	T20S-R37E, N.M.P.M. Sec. 31: SE $\frac{1}{4}$	160.00	B-160-1 HBP 1/15/29	State of New Mexico 12 $\frac{1}{2}$	Texaco Inc.	None	Texaco Inc. 100%	.635532
68. State "196" (was Tract 26)	T20S-R37E, N.M.P.M. Sec. 32: W $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	B-2406-1 HBP 1/15/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.220246
69. State "A" (was Tract 44)	T21S-R36E, N.M.P.M. Sec. 5: N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-2456-10 HBP 2/26/29	State of New Mexico 12 $\frac{1}{2}$	Koch Industries Inc.	Stephen L. Chandler 14.0625% Wells Fargo Bank, Tr. FBO Tupper Ansel Blake 14.0625% Smiser Investment Co. 9.375%	Koch Exploration Co. 95% First National Bank Wichita, Trustee U/W of William E. Perdew 5%	.343778

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
70. State "J" (was Tract 27)	T20S-R37E, N.M.P.M. Sec. 32: SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	240.00	B-1167-49 HBP 9/15/32	State of New Mexico 12%	El Paso Natural Gas Company and Shell Western Exploration and Production, Inc.	None	Shell Western Exploration and Production, Inc. 100%	.287522
71. Harry Leonard (NCT-A) (was Tract 107)	T21S-R36E, N.M.P.M. Sec. 22: NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ N $\frac{1}{2}$ SE $\frac{1}{4}$	320.00	B-1732-1 HBP 2/28/33	State of New Mexico 12 $\frac{1}{2}$ %	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.825987
72. State "B" (was Tract 73)	T21S-R36E, N.M.P.M. Sec. 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	B-2527-12 HBP 2/10/34	State of New Mexico 12 $\frac{1}{2}$ %	Two States Oil Company	None	Two States Oil Company 75% The Herman R. Crile Sr. Revoc- able Trust dated 9-28-76 25%	.073299
73. Skelly "G" (was Tract 12)	T20S-R37E, N.M.P.M. Sec. 30: NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	B-2690 HBP 4/2/34	State of New Mexico 12 $\frac{1}{2}$ %	Getty Oil Company	None	Getty Oil Co. 100%	.081241
74. Phillips (was Tract 7)	T20S-R37E, N.M.P.M. Sec. 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	80.00	B-2736-9 HBP 4/10/34	State of New Mexico 12 $\frac{1}{2}$ %	Wm. A. and Edward R. Hudson	William A. Hudson .072917 B.D. and Edward R. Hudson .145833	W.A. and E.R. Hudson 85% E.R. Hudson, Agent 15%	.029017
75. State "G" (was Tract 45)	T21S-R36E, N.M.P.M. Sec. 5: S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	B-3114-3 HBP 9/24/34	State of New Mexico 12 $\frac{1}{2}$ %	Atlantic Richfield Co.	Bradley Resources Corp. 5.46870	Atlantic Richfield Company 100%	.693134
76. State "J" (was Tract 105)	T21S-R36E, N.M.P.M. Sec. 22: SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	B-3114-4 HBP 9/24/34	State of New Mexico 12 $\frac{1}{2}$ %	Amoco Production Co.	None	Atlantic Richfield Company 37.5% Amoco Production Co. 31.794% Landreth Production Corporation (carried working interest) 30.706%	.233315
77. State "W" (was Tract 8)	T20S-R37E, N.M.P.M. Sec. 30: Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	159.47	B-3423-1 HBP 10/29/34	State of New Mexico 12 $\frac{1}{2}$ %	Amarada Hess Corporation	None	Amarada Hess Corporation 100%	.148770
78. State "193" (was Tract 9)	T20S-R37E, N.M.P.M. Sec. 30: Lot 3	39.57	B-3798-1 HBP 4/22/35	State of New Mexico 12 $\frac{1}{2}$ %	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	.055491
66 STATE	TRACTS TOTALING	8,274.80	ACRES	58.32% OF	UNIT	AREA		

SECTION OF D	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
E, N.M.P.M., E $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$	240.00	HBP	Marguerite H. Pettway .19530 Susan Trimble Eubank .19530 Gean Trimble Heidmann .19530 John R. Hudspeth .19530 James Seth .39060 Oliver Seth .39060 W. W. White and The Merchants National Bank of Cedar Rapids, Iowa 3.64586 W. W. White 3.64584 First National Bank of Denver, Lawrence W. White Family Trust 1.82290 Henry Vanderburgh, Trustee u/w of Virgil White 1.82300 See "A" and "B" below	None	Gulf Oil Corporation 100%	.714308
E, N.M.P.M., SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$	280.00	HBP	Atlantic Richfield Company 2.083400 Marjorie Cone Kastman .253900 S. E. Cone, Jr. .253900 Wilma Leigh Sparks .270840 Clovilla Martin .270840 Janie Waide Dean .270840 Hafford Akens .270840 Rowland Akens .270840 Tortuga Oil & Gas, Inc. .013100 Grace M. Larson .000500 Katherine Cone Keck .253900 John R. Royall Tr. U/W of Fannie May Royall, Dec'd .001734 N. R. Royall, III Tr. U/W of Fannie May Royall, Dec'd .001733 Tucker K. Royall Tr. U/W of Fannie May Royall, Dec'd .001733 Liston Archer .020900 David A. Bower, Agent .046200 Jo Layne Antry .156200 Penn Brothers, Inc. .356500 J. R. Bower, Jr. .135800 Est. of O. L. Coleman, Dec'd.	None	Sun Exploration and Production Company 100%	.498853* *(.226552)

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		c/o Emma Liston Archer Trst. .395800			
		American State Bank, TTEE of James Robert Nislar Tr. .048825			
		American State Bank, TTEE of O. L. Nislar, Jr. Tr. .048825			
		Ora Lee Nislar First National Bank and Vena H. Long, Ind. Exec. est. of F. O. Long, Dec'd. No. 222-05963 .001000			
		Mobil-G. C. Corporation 1.562500			
		Eunice Cone Gibson Everett R. Jones, Jr. .015400			
		Charles W. Grimes II and Philo W. Grimes, TTEE of the C. W. Grimes Trust .302800			
		Mrs. Exor Megan, Gdn of Est. of Maude Eagle Pfouts NCM .000500			
		Mobil Oil Corporation 3.12500			
		Nancy Eliz. Penson 1.069700			
		Petrust Corp. of America 1.66700			
		James E. Wallace, Ind. Exec. of Est. of Paul H. Pewett .146500			
		Mrs. Mary Vern Ransom .208300			
		Francis K. Royall .003100			
		John R. Royall Trustee U/W of N. R. Royall, Jr. Dec'd. .000700			
		N. R. Royall, III Trustee U/W of N. R. Royall, Jr. Dec'd. .000700			
		Tucker K. Royall, Trustee U/W of N. R. Royall, Jr. Dec'd. .000700			
		Jack L. Hart Georgia A. Stieren Ind. Exec. of Est. of Jack Stieren, Dec'd. .015200			
		W. E. F. Holding Inc. c/o Chemical Bank Acct. No. 092-016073 .041600			
		Nora Walker J. H. Williams .195300			

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
			OWNER AND	PERCENTAGE		OWNER AND PERCENTAGE	IN UNIT	
	(120.00)		Atlantic Richfield Company	2.083400				*(.272301)
			Marjorie Cone Kastman	.253900				
			S. E. Cone, Jr.	.253900				
			Abraham Abramson Est.	.133900				
			Tortuga Oil & Gas, Inc.	.013100				
			Grace M. Larson	.000500				
			Katherine Cone Keck	.253900				
			John R. Royall Tr. U/W of Fannie May Royall Dec'd.	.001734				
			N. R. Royall III Tr. U/W of Fannie May Royall Dec'd.	.001733				
			Tucker K. Royall Tr. U/W of Fannie May Royall Dec'd.	.001733				
			Liston Archer	.020900				
			David A. Bower, Agent	.046200				
			Jo Layne Antry	.156200				
			Penn Brothers, Inc.	.356500				
			J. R. Bower, JR.	.135800				
			Rosemann Mahoney	.025100				
			Rosemann Mahoney, Exec. of the est. of Nellie P. Hyland, Dec'd.	.000000				
			Rita S. Holch	.167400				
			Charles H. Sanford, Jr.	.167400				
			James D. Corbett	.056800				
			John L. Frothingham	.334800				
			Rhea S. Greenwood	.167500				
			Albert Muldavin	.133900				
			Charles Spencer Sarnoff	.167400				
			Est. of O. L. Coleman Dec'd c/o Emma Liston Archer Trst.	.395800				
			American State Bank, TTEE of James Robert Nislar Tr.	.048825				
			American State Bank, TTEE of O. L. Nislar, Jr. Tr.	.048825				
			Ora Lee Nislar	.097650				
			First National Bank and Vena H. Long, Ind. Exec. est. of F. O. Long, Dec'd.	.001000				
			No. 222-05963 Mobil-G. C. Corporation	1.562500				
			Eunice Cone Gibson	.117200				

ON OF	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
			Everett R. Jones, Jr. .015400 Charles W. Grimes II and Philo W. Grimes, TTEE of the C. W. Grimes Trust .302800 Mrs. Exor Megan, Gdn. of Est. of Maude Eagle Pfouts NCM .000500 Mobil Oil Corporation 3.125000 Nancy Eliz. Penson 1.069700 Petrust Corp. of America .166700 James E. Wallace, Ind. Exec. of Est. of Paul H. Pewett .146500 Mrs. Mary Vern Ransom .208300 Francis K. Royall .003100 John R. Royall Trustee U/W of N. R. Royall, Jr. Dec'd. .000700 N. R. Royall, III Trustee U/W of N. R. Royall, Jr. Dec'd. .000700 Tucker K. Royall, Trustee U/W of N. R. Royall, Jr. Dec'd. .000700 Jack L. Hart .001800 Georgia A. Stieren Ind. Exec. of Est. of Jack Stieren, Dec'd. .015200 W. E. F. Holding Inc. c/o Chemical Bank Acct. No. 092-016073 .041600 Nora Walker .000500 J. H. Williams .195300 Sun Exploration & Production Company 1.171870 Abraham Abramson Est. .468750 Allis Varga Corbett .029300 Jo Layne Antry .078120 David Armstrong Bower, Indiv. and as Agent .023120 Getty Oil Company 1.171870 Tortuga Oil and Gas, Inc. .001630 Tortuga Oil and Gas, Inc. .003270 Tortuga Oil and Gas, Inc. .001640 James E. Wallace, Indep. Exec.			
2, N.M.P.M. W&SW $\frac{1}{2}$	40.00	HBP		None	Kenneth R. Boss 50% Apollo Oil Company 25% S&S Engineering 25%	.435944

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		of Est. of Paul H. Pewitt			
		Penn Brothers, Inc.			.146480
		Rosemann Mahoney, Exrx. of Est. of Nelle P. Hyland			.178250
		J. R. Bower, Jr.			.087890
		Marjorie Cone Kastman			.067860
		Petrust Corp. of America.			.253900
		Petroleum Landowners Corp., Ltd.			.083330
					.703120
		Mary Vern Ransom			.104170
		WEF Holding Incorporated.			.020830
		Emma Liston Archer, Trustee			
		U/W of O. L. Coleman			.197920
		James D. Corbett			.091150
		Eunice Cone Gibson			.117190
		Everett R. Jones, Jr.			.003850
		Everett R. Jones, Jr.			.003860
		Nancy Elizabeth Penson			.534860
		John R. Royall, Trustee of the			
		John R. Royall Trust, U/W of			
		N. R. Royall, Jr.			.000349
		Liston Archer			.010430
		Atlantic Richfield Company			.833340
		Atlantic Richfield Company			
					.208330
		S. E. Cone, Jr.			.253910
		John L. Frothingham			1.171880
		Rhea S. Greenwood			.585940
		Carl E. Holch & Rita S. Holch			.585935
		Katherine Adeline Cone Keck			
					.253910
		Grace M. Larson			.000260
		Philo W. Grimes and Charles W. Grimes, II, Trustees of the			
		C. W. Grimes Trust			.224610
		Mobil Producing Texas and New Mexico			.781250
		Albert Muldavin			.468750
		Ora Lee Nislar			.097660
		American State Bank, Trustee			
		of O. L. Nislar, Jr. Trust			.048830
		American State Bank, Trustee			
		of James Robert Nislar Trust			.048830
		Mrs. Frances K. Royall			.000520
		Mrs. Frances K. Royall			.001045

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
82. H.L. Houston (was Tract 53)	T21S-R36E, N.M.P.M. Sec. 7: Lots 1,2	70.27	HBP	Jack Hart .001400 Jack Hart .000260 John R. Royall and Tucker R. Royall, Ind. Exec. of Est. of Fannie May Royall .002610 John R. Royall, Trustee of the N. R. Royall, III Trust .000348 John R. Royall, Trustee of the Tucker K. Royall Trust U/W of N. R. Royall, Jr. .000348 Charles H. Sanford, Jr. and Virginia L. Sanford .585935 Charles Spencer Sarnoff .585930 Georgia Ann Stieren, Indep. Exrx of Est. of Jack Stieren .007590 Nora Walker .000260 Elizabeth G. Williams, Personal Representative of Est. of J. H. Williams .195310	None	Atlantic Richfield Company 50% Getty Oil Company 50%	.500113
				Amoco Production Company 1.17188 Archbishopric of New York 2.29690 Atlantic Richfield Company 3.51570 Bradley Resources Corp. .39070 R. H. Brin, Jr. .03250 Jessie Blevins Crump, David C. Blevins and Ft. Worth Nat'l Bank, Trustees U/W of Jones Lester Crump, Acct. #2312 .39060 RepublicBank First Nat'l Midland and Jessie Blevins Crump, Co- Trustees, Trust #1069 .39060 Jacqueline Brin Goldberg.03260 F. C. Gottesman .06510 Daniel L. Gutman, Indep. Exec. of Est. of Max Gutman .06510 A. F. Houston 3.12500 Mary Jane Hyman .03260 Mary Jane Hyman, Trustee U/W of Jack F. Hyman .03250 B. I. King Trust #1 .04880 Edith Socolow and A. Walter Socolow, Trustees U/A dated			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	/ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
				11-24-76 .06510 Edith Fabyn Read, Alexander Duncan Read and Howard E. Cox, Trustees U/W of William A. Read .39070 Texaro Oil Company .01620 W. B. Watson, Agent and Attorney-in-fact .43750			
83. H. L. Houston "WA" (was Tract 54)	T21S-R36E, N.M.P.M. Sec. 7: $E\frac{1}{2}NW\frac{1}{2}$	80.00	HBP	Atlantic Richfield Company 3.12500 Atlantic Richfield Company .39062 Bradley Resources Corp. .39062 Royal H. Brin, Jr. .03256 Jessie Blevins Crump and RepublicBank First Nat'l Midland, Co-Trustees, Trust No. 1069 .39062 Jessie B. Crump, David C. Blevins and The Fort Worth Nat'l Bank, Trustees of the Joe and Jessie Crump Fund Acct. 2312 .39063 Jacqueline Brin Goldberg.03256 Morris & Fay C. Gottesman .06510 Daniel L. Gutman, Trustee u/w/o Max Gutman .06510 Aubrey F. Houston 1.56250 Aubrey F. Houston, Admx. of H. L. Houston Estate 1.56250 Mary Jane Hyman .03255 Mary Jane Hyman, Trustee u/w/o Jack F. Hyman .03255 Nathan Kalvin .04883 Midwest Oil Corp. 1.17188 Edith Fabyn Read, Alexander Duncan Read, and Howard E. Cox, Trustees u/w/o William A. Read .39062 John J. Reynolds 2.29688 Edith G. Socolow and A. Walter Socolow .06510 Texaro Oil Company .01628 William B. Watson, Agent and Attorney-in-Fact .43750	None	Atlantic Richfield Company 100%	.192757

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
				OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		
84. Houston (was Tract 55)	T21S-R36E, N.M.P.M. Sec. 7: NE $\frac{1}{4}$	160.00	HBP	Amoco Production Co. 1.17188		None	Amerada Hess Corporation 100%		1.153271
				Atlantic Richfield Company 3.51563					
				Archbishopric of New York 2.29687					
				Bradley Resources Corp. .39063					
				Jenson Western Title & Royalty Corp., c/o Bank of America, Acct. 0395307791 .39063					
				Royal H. Brin, Jr. .03255					
				Jessie Blevins Crump and RepublicBank First Nat'l Midland, Co-Trustees, Trust No. 1069 .39063					
				Jessie B. Crump, David C. Blevins and Fort Worth Nat'l Bank, Trustees u/w/o Jones Lester Crump .39062					
				Jacqueline Brin Goldberg.03255					
				Fay Combel Gottesman .06510					
				Daniel L. Gutman, Trustee u/w/o Max Gutman .06510					
				Mrs. A. F. Houston, Indiv. and as Com. Admx. of Estate of H. L. Houston 3.12500					
				Mary Jane Hyman .03255					
				Mary Jane Hyman, Trustee u/w/o Jack F. Hyman .03255					
				Burford I. King, Trustee No. 1 .04883					
				Edith G. Socolow and A. Walter Socolow .06510					
				Texaro Oil Company .01627					
				William B. Watson, Agent and Attorney-in-Fact .43751					
85. Mollie Campbell (was Tract 56)	T21S-R36E, N.M.P.M. Sec. 7: Lots 3,4, E $\frac{1}{2}$ SW $\frac{1}{4}$	150.01	HBP	Home Stake Royalty Corporation .02062		None	Gulf Oil Corporation 100%		.185457
				Robert A. Venable, Testa- mentary Executor of Estate R. H. Venable .19530					
				Atlantic Richfield Co. 4.23177					
				Home Stake Oil & Gas Co. .02062					
				Texaro Oil Company .08600					
				Ashland Exploration, Inc. .78130					
				Emma Liston Archer, Trustee of					

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		Est. of O. L. Coleman .37110			
		Royal H. Brin, Jr. .03260			
		Mollie A. Campbell .44640			
		Jacqueline Brin Goldberg .03260			
		Clem Ronald Hooper .22320			
		Aubrey F. Houston .89290			
		Myrtle Pevehouse .11160			
		Mary Vern Ransom .39060			
		Wm. A. Read, Est. .39060			
		Lois Cone Tekell .11160			
		The Wiser Oil Company .39060			
		Eunice Cone Gibson .44640			
		Rachel Louise Warner .11720			
		Mary Jane Hyman .03250			
		Mary Jane Hyman, Trustee under the will of Jack F. Hyman, deceased .03260			
		Catherine Bowe Est. .00650			
		Vivian Bowe .00650			
		Fluor Oil and Gas Corporation .78130			
		Daniel L. Gutman, Trustee under the will of Max Gutman .06510			
		Burford I. King, Trustee .25810			
		Fay Combel Gottesman .06510			
		Gerald Hamil and Dolores Alberta Hooper .22320			
		Delma Inez Campbell .44640			
		Edith G. Socolow and A. Walter Socolow, Trustees U/A dated 11/24/76 .06510			
		Liston Archer .01950			
		Thomas B. Wilson .02170			
		Robert Booth Kellough .06510			
		William G. and Marcellyn J. Seal .00072			
		Lone Star Production Co. .83710			
		The Ruth G. Pickens Grandchildren Joint Venture .27900			
		Jean Anderson Simpson .00072			
		Emely Ann Edwards .00072			
P.M.	160.00	HBP	Edith G. Socolow and A. Atlantic Richfield	Gulf Oil Corporation	.649685

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		Walter Socolow, Trustees U/A dated 11/24/76 .06510 Liston Archer .01950 Thomas B. Wilson .02170 Robert Booth Kellough .06510 William G. and Marcellyn J. Seal .00072 Lone Star Production Co. .83710	Company 1.05150	100%	
		The Ruth C. Pickens Grandchildren Joint Venture .27900 Jean Anderson Simpson .00072 Emely Ann Edwards .00072 Mary Jane Hyman .03250 Mary Jane Hyman, Trustee under will of Jack E. Hyman, deceased .03260 Catherine Bowe Est. .00650 Vivian Bowe .00650 Fluor Oil and Gas Corp. .78130 Daniel L. Gutman, Trustee under will of Max Gutman .06510			
		Burford I. King, Trustee .25810 Fay Combel Gottesman .06510 Gerald Hamil Hooper and Dolores Alberta Hooper .22320			
		Delma Inez Campbell .44640 Royal H. Brin, Jr. .03260 Mollie A. Campbell .44640 Jacqueline Brin Goldberg .03260			
		Clem Ronald Hooper .22320 Aubrey F. Houston .89290 Myrtie Pevehouse .11160 Mary Vern Ransom .39060 Wm. A. Read Est. .39060 Lois Cone Tekell .11160 The Wiser Oil Company .39060 Eunice Cone Gibson .44640 Rachel Louise Warner .11720 Robert A. Venable, Testamentary Executor of the Estate of R.H. Venable .19530 Home Stake Royalty Corporation .02062			

<u>ACRES</u>	<u>LEASE STATUS</u>	<u>BASIC ROYALTY OWNER AND PERCENTAGE</u>	<u>OVERRIDING ROYALTY OWNER AND PERCENTAGE</u>	<u>WORKING INTEREST OWNER AND PERCENTAGE</u>	<u>PARTICIPATION OF TRACT IN UNIT</u>
		Atlantic Richfield Company 3.18030			
		Home Stake Oil and Gas Co. .02062			
		Texaro Oil Company .08600			
		Ashland Exploration Inc..78130			
		Emma Liston Archer, Trustee of the Estate of O. L. Coleman .37110			
P.P.M.	HBP	Atlantic Richfield Co. 2.34375	None	Atlantic Richfield Co.	3.457004
		Archbishopric of New York 3.93750			
		Emma L. Archer, Trustee .17578			
		Liston Archer .01953			
		Julia Bergman .02604			
		David A. Bower Indiv. and as Agent .04337			
		J. R. Bower, Jr. .12725			
		Joan A. Carbone .00732			
		Valmore M. Carignan Est .03906			
		Colonial Royalties Co. .04558			
		Carl Costello .01953			
		Iris G. Danson .03906			
		Marcia Lynn Del Core .02604			
		Emily C. Greenhalgh and Dolores Sloat, Indiv. and as Exrxs U/W of Henry G. Ludwig .07812			
		Sarah B. Ferguson .02604			
		Fluor Oil and Gas Corporation 1.56250			
		Home Stake Oil & Gas Co. .04557			
		Home Stake Royalty Corporation .04557			
		Everett R. Jones, Jr. .01445			
		Grace M. Larson .00049			
		Lawson Petroleum Company .07813			
		Munro L. Lyeth and Patricia D. Lyeth .78125			
		Brian Maney .00488			
		Kevin Maney .00488			
		Marguerite C. Maney .00488			
		Maureen Maney .00488			
		Patricia A. Maney .00732			
		Vivian G. Maney .00488			
		Pauline K. Neppel Ind. and as			

SECTION OF AND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
36E, N.M.P.M. D: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	280.00	HBP	Exrx. of Est. of Arthur J. Neppel .05859			
			Gloria McFarland and Charles W. Grimes, II Trustees of C. W. Grimes Trust .93750			
			Sarah B. Ferguson .02604			
			Mary Vern Ransom .39063			
			John J. Reynolds 3.93750			
			Onez Norman Rooney .78125			
			Francis K. Royall .00294			
			John R. Royall, Trustee of the John R. Royall Trust u/w/o N. R. Royall, Jr. .00065			
			John R. Royall, Trustee of the Tucker K. Royall Trust u/w/o N. R. Royall, Jr. .00065			
			John R. Royall, Trustee of the John R. Royall, Trustee of the N. R. Royall, Jr. .00065			
			John R. Royall, Trustee of the Tucker K. Royall Trust, u/w/o Fannie May Royall .00488			
			Frieda W. Schachner .03906			
			Donald Tait .00977			
			James T. Tait .00977			
			W. B. Watson, Agent and Attorney-in-Fact .75000			
			Archbishopric of New York 4.59380			
			Citizen's National Bank of Decatur, Ina Mills Trust .25000			
			Colonial Royalties Co. .02777			
			Fluor Oil and Gas Corporation 1.56250			
			Sue Saunders Graham .06950			
			Home Stake Oil & Gas Co. .02777			
			Home Stake Royalty Corporation .02777			
			Munro L. Lyeth and Patricia D. Lyeth .78130			
			Elyse S. Patterson .06940			
			Atlantic Richfield Co. 2.34380			
			Petrust Corporation of America .41670			
			Onez Norman Rooney .78120			
				None	Exxon Corporation 100%	.931331

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
			OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		
			Frieda W. Schachner .08330					
			June D. Speight .52080					
			Sally Saunders Toles .06940					
			W. B. Watson, Agent and Attorney-in-Fact .87500					
			Atlantic Richfield Co. 1.17188		None	Brady Production Corporation 50%		.423313
			Exxon Company, USA 5.46875			Exxon Corporation 50%		
			Home Stake Oil and Gas Co. .01389					
			Home Stake Royalty Corporation .01389					
			Colonial Royalties Co. .01389					
			Fluor Oil & Gas Corp. .78125					
			Petrust Corporation of America .20833					
			Sue Saunders Graham .03472					
			Munro L. Lyeth and Patricia D. Lyeth .78125					
			Citizens Nat'l Bank of Decatur, Ina Mills Trust .12500					
			Elyse Saunders Patterson .03472					
			Archbishopric of New York 2.29687					
			Onez Norman Rooney .78125					
			Frieda W. Schachner .04167					
			June D. Speight .26041					
			The Toles Co. .03473					
			William B. Watson, Agent and Attorney-in-Fact .43750					
			Atlantic Richfield Co. 6.83590		Amoco Production Co. .39062	Exxon Corporation 100%		1.604876
			Dan E. Boone .01995					
			Dorothy W. Boone .03523					
			J. E. B. Boone .14868					
			A. L. Cone .19530					
			Dorothy P. Carr .01244					
			Everett R. Carr .00622					
			H. E. Clift #1381 .19530					
			J. C. Clift #1608 .19530					
			Frances S. Madeley .13909					
			Herbert W. Madeley .00104					
			Mobil Producing Texas and New Mexico Inc. 1.56260					
			Petrust Corporation of America .31250					

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
91. McQuatters (was Tract 74)	T21S-R36E, N.M.P.M. Sec. 11: S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00	HBP	L. D. Phillips .00622 R. S. Phillips .00622 Protestant Episcopal .01554 Sabine Corporation .39060 June D. Speight .97650 June D. Speight-1 .97660 WEF Holding, Inc. .07810 Alan J. Antweil .7812500 E. Doyle Berryman .7812500 Bradley Resources Corporation 1.1718750 Fluor Oil and Gas Corporation 3.1250000 Jack Hart .0029838 Jack Hart .0041728 Manufacturer's Hanover Trust Co., Exec. of Est. of Constance A. Fleischman .7812500 Nancy E. Penson 2.2922410 Penn Brothers, Inc. .7639083 J. E. Sedlmayr .7812500 Southland Royalty Company 1.9531250 Jack Stieren Estate .0325296 Tortuga Oil & Gas Co. .0280428 Nora Walker .0011217	Amoco Production Co. 12.5%	Wiser Oil Co. 50% Two States Oil Company 25% Herman R. Crile 12.5% Kenneth Headley 12.5%	.209848
92. M. S. Berryman (was Tract 77)	T21S-R36E, N.M.P.M. Sec. 11: SW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	HBP	Alan J. Antweil .78125 Dora J. Aronson .00029 E. Doyle Berryman .78125 Bradley Resources Corporation 1.17188 Carl Carr .00014 Vernon Carr .00005 Jack Hart .00224 Manufacturers Hanover Trust Co. Exec. of Est. of Constance A. Fleischman .78125 Fluor Oil and Gas Corporation 3.12500 Penn Brothers, Inc. .76391 Nancy E. Penson 2.29224 Jack Hart .00399 John E. Sedlmayr .78125 Harry Smith Est. .00018 Southland Royalty Company 1.95312 Jack Stieren Estate .03253	None	Atlantic Richfield Company 100%	.050973

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
			OWNER AND PERCENTAGE			OWNER AND PERCENTAGE	IN UNIT	
			Tortuga Oil & Gas Co. .02804					
			Nora Walker .00111					
			Dora J. Aronson, Irwin Grossman and William J. Colen, Trustees U/W of S. M. Aronson .00029					
M.P.M.	80.00	HBP	See "A" and "B" below		None	Sun Exploration and Production Company 100%	.118214	
Ex	(40.00)		Fredericka Agins .260420				(.055857)	
			Selma E. Andrews Trust #5188 1.678280					
			Alan J. Antweil .781250					
			E. Doyle Berryman .781250					
			Boys Club of America .156250					
			Elks National Foundation					
			Boston .156250					
			Juliette Rathbone Finch .781250					
			William H. Fleischmann, Jr. .260410					
			The Home Stake Oil & Gas Company .195310					
			The Home Stake Royalty Corp. .195310					
			Marguerite McKim Kent .781250					
			Patrick J. Leonard .260410					
			Robert J. Leonard .260420					
			Timothy T. Leonard .260420					
			Raymond Lee McKim .781250					
			Juanita McMillan, Betty Kelly, David Loeffler, Co-Trustees for H. M. McMillan .195310					
			J. S. Mullen, Jr. .195310					
			New Mexico Boys Ranch, Inc. .156250					
			Braille Institute of America, Inc. 1.446730					
			Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250					
			Shattuck School .156250					
			Charles Tyson Smith, II .781250					
			Regents of University of New Mexico .156250					
			Constance H. Von Gontard .260420					
			June D. Speight .781250					

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
1/4 (40.00)		Fredericka Agins .260420 Selma E. Andrews Trust #5188 1.678280 Alan J. Antwell .781250 E. Doyle Berryman .781250 Boys Club of America .156250 Elks National Foundation Boston .156250 Juliette Rathbone Finch .781250 William H. Fleischmann, Jr. .260410 The Home Stake Oil & Gas Company .195310 The Home Stake Royalty Corp. .195310 Marguerite McKim Kent .781250 Patrick J. Leonard .260410 Robert J. Leonard .260420 Timothy T. Leonard .260420 Raymond Lee McKim .781250 Juanita McMillan, Betty Kelly, David Loeffler, Co-Trustees for H. M. McMillan .195310 J. S. Mullen, Jr. .195310 New Mexico Boys Ranch, Inc. .156250 Braille Institute of America, Inc. 1.446730 Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250 Shattuck School .156250 Wanda Shults .1953125 Wilma Rutland .1953125 Van Shults .1953125 Jack Shults .1953125 Charles Tyson Smith, II .781250 Regents of University of New Mexico .156250 Constance H. Von Gontard .260420			(.000000)
1/4 80.00	HBP	See "A" and "B" below	None	Earl R. Bruno 100%	.153687*
1/4 (40.00)		Fredericka Agins .260420 Selma E. Andrews			(.062358)

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		Trust #5188			
		Alan J. Antweil			
		E. Doyle Berryman			
		Boys Club of America			
		Elks National Foundation			
		Boston			
		Juliette Rathbone Finch			
		William H. Fleischmann, Jr.			
		The Home Stake Oil & Gas Company			
		The Home Stake Royalty Corp.			
		Marguerite McKim Kent			
		Patrick J. Leonard			
		Robert J. Leonard			
		Timothy T. Leonard			
		Raymond Lee McKim			
		Juanita McMillan, Betty Kelly,			
		David Loeffler, Co-Trustees for			
		H. M. McMillan			
		J. S. Mullen, Jr.			
		New Mexico Boys Ranch, Inc.			
		Braille Institute of America, Inc.			
		Lillian Ramsgate Sedlmayr, Exrx.			
		of Estate of Theodore Sedlmayr			
		Shattuck School			
		Charles Tyson Smith, II			
		Regents of University of New			
		Mexico			
		Constance H. Von Gontard			
		June D. Speight			
		Fredericka Agins			
		Selma E. Andrews			
		Trust #5188			
		Alan J. Antweil			
		E. Doyle Berryman			
		Boys Club of America			
		Elks National Foundation			
		Boston			
		Juliette Rathbone Finch			
		William H. Fleischmann, Jr.			
		The Home Stake Oil & Gas Company			

(40.00)

(.091329)

DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
T21S-R36E, N.M.P.M. Sec. 17: NW¼NW¼	40.00	HBP	<p>The Home Stake Royalty Corp. .195310</p> <p>Marguerite McKim Kent .781250</p> <p>Patrick J. Leonard .260410</p> <p>Robert J. Leonard .260420</p> <p>Timothy T. Leonard .260420</p> <p>Raymond Lee McKim .781250</p> <p>Juanita McMillan, Betty Kelly, David Loeffler, Co-Trustees for H. M. McMillan .195310</p> <p>J. S. Mullen, Jr. .195310</p> <p>New Mexico Boys Ranch, Inc. .156250</p> <p>Braille Institute of America, Inc. 1.446730</p> <p>Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250</p> <p>Shattuck School .156250</p> <p>Wanda Shults .1953125</p> <p>Wilma Rutland .1953125</p> <p>Van Shults .1953125</p> <p>Jack Shults .1953125</p> <p>Charles Tyson Smith, II .781250</p> <p>Regents of University of New Mexico .156250</p> <p>Constance H. Von Gontard .260420</p>	None	Getty Oil Co. 100%	.375553
			<p>Archbishopric of New York .65625</p> <p>Liston Archer .07813</p> <p>Atlantic Richfield Co. .11393</p> <p>Bradley Resources Corp. .04883</p> <p>Powhatan Carter, Jr. .04883</p> <p>Anderson Carter .04882</p> <p>Emma Liston Archer, Trustee Est. of O. L. Coleman .99609</p> <p>Charles J. Cooper .02604</p> <p>Emely Ann Edwards .00036</p> <p>Daniel L. Gutman .03906</p> <p>Dorothy Gutman, Trustee Under Irrevocable Trust Agreement w/Chas. Gutman dated 4-30-56 .05860</p> <p>Alfred E. Gutman .03906</p> <p>Betty Guttag .05859</p> <p>Daniel L. Gutman, Ind. Exec.</p>			

F	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
			& Trustee of Est. of Max Gutman .11719 Wentz Heritage .78125 The Home Stake Oil & Gas Co. .01031 The Home Stake Royalty Corp. .01030 Mary M. Horne Trust, Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees .87891 Jones Robinson Company .19531 Robert Booth Kellough .03256 Wentz Legacy .78125 First City Nat'l Bank Trustee Acct. #5-292-02-8 .09765 Mobil Oil Corp. .39063 Mary Vern Ransom .78125 William G. Seal .00036 Roland V. Siddall .01953 Jean Anderson Simpson .00037 A. Walter Socolow and Edith Socolow, Trustees U/A dated 11-24-76 .03907 Robert L. Summers .09766 Texaro Oil Co. .03907 Robert Allen Venable, Ind. Exec. & Tr. U/W of R. H. Venable .09766 Philip J. Willis and Jack Willis, Joint Tenants .01953 Thomas B. Wilson .01085			
			Atlantic Richfield Co. .227865 Archbishopric of New York 1.31250 Emma L. Archer, Trustee of Est. of O. L. Coleman 1.83590 Liston Archer .15630 Bradley Resources Corporation .09770 Anderson Carter .09765 Powhatan Carter, Jr. .09765 Emely Ann Edwards .000725 Mary A. Fonda .05210 Alfred F. Gutman .07820 Daniel L. Gutman .07810 Daniel L. Gutman, Indep. Exec. of Est. of Max Gutman .23440			
M.P.M. ^{Wx}	40.00	HBP		None	Atlantic Richfield Company 100%	.363610

DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
3-R36E, N.M.P.M. 17: NE¼	160.00	HBP	Betty Guttag .11720 Betty Guttag, Successor Trustee U/A dated 4-30-56, Acct. 007-01299518 .11720 Nancy Z. G. Herpin .09770 Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees of Mary M. Horne Trust, .58600 Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees of Mary M. Horne Trust, .58590 Home Stake Royalty Corporation .01085 Home Stake Royalty Corp..00977 Home Stake Oil & Gas Co..01085 Home Stake Oil & Gas Co..00977 Jones Robinson Company .39060 Robert Booth Kellough .06510 Lasca, Inc. .25000 Jack H. Mayfield, Jr. .09760 Jack H. Mayfield, Jr., Margaret Bell and Lenode Goldston, Attys. in Fact for Iris Goldston .19530 First City Nat'l Bank, Trustee Trust Acct. 0292-02-8 .19530 Mobil Producing Texas and New Mexico Inc. 1.56250 Mary Vern Ransom 1.71870 R. V. Siddall .03900 Jean Anderson Simpson .00072 Edith Socolow and A. Walter Socolow, Trustees U/A dated 11-24-76 .07810 R. L. Summers .19530 Texaro Oil Company .07810 R. A. Venable, Indep. Exec. of Est. of R. H. Venable .19530 Wentz Heritage .78125 Wentz Legacy .78125 Jack Willis .01955 Philip J. Willis .01955 Thomas B. Wilson .02169 William G. Seal .00072	None	Getty Oil Company 100%	1.415360
			Adobe Royalty, Inc. .13021 Amoco Production Co. .52083 Emma Liston Archer, Trustee of			

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		Est. of O. L. Coleman .91150			
		Liston Archer .03906			
		Atlantic Richfield Co. .38410			
		Jane C. Blackford .04883			
		J. R. Bower, Jr. .50898			
		David Armstrong Bower, Agent .17344			
		Bradley Resources Corp..09765			
		Charles J. Cooper .05208			
		Susan J. Dunn .04883			
		Emely Ann Edwards .00072			
		Farmer Union Company .29297			
		Home Stake Oil and Gas Co. .02062			
		Home Stake Royalty Corp. 02062			
		InterFirst Bank, Corsicana N.A., J. L. Collins, Dec'd #638.00 .29297			
		InterFirst Bank, Corsicana N.A., Trustee for Susan Jane Wheelock, Tr. #247 .04883			
		Everett R. Jones, Jr. .05781			
		Robert Booth Kellough .06511			
		Betty W. Kennaugh .07324			
		Grace M. Larson .00195			
		Wentz Legacy .78125			
		Munro Lyeth & Patricia D. Lyeth .19532			
		B. W. Vetter and Charles C. Killin, Trustees of the Hattie Hill McVey Intervivos Trust .29297			
		First City Nat'l Bank, Trustee Acct #0292-02-8 .19531			
		Mobil Oil Corp 3.12500			
		Panhandle Royalty Company .58594			
		Mary Vern Ransom 1.24999			
		William C. Ransom .07812			
		Republic National Bank & Trust Co., A.N. McMillan Est. 89 .23438			
		Onez Norman Rooney .19531			
		Frances K. Royall .00391			
		N. R. Royall, III, Indep. Exec. of Est. of N. R. Royall, Jr., Dec'd .01563			
		John R. Royall, Trustee U/W			

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
			OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		
			of Fannie May Royall, Dec'd					
			Tucker K. Royall, Trustee of the T. K. Royall Trust U/W of Fannie May Royall, Dec'd					
			N. R. Royall, III, Trustee U/W of Fannie May Royall, Dec'd					
			William G. Seal					
			Roland V. Siddall					
			Jean Anderson Simpson					
			W. Blake Smith					
			Smith Oil Company					
			Robert A. Venable					
			Robert L. Wheelock, Jr.					
			Wentz Heritage					
			Philip Willis and Jack Willis					
			Thomas B. Wilson					
			Adobe Royalty Co.					
			Amoco Production Co.					
			Archbishopric of New York					
			Emma Liston Archer, Trustee of Est. of O. L. Coleman					
			Liston Archer					
			Atlantic Richfield Co.					
			J. R. Bower, Jr.					
			Bradley Resources Corporation					
			First Denver Trt-Min, Munro & Patricia Lyeth					
			M. A. Fonda					
			Alfred E. Gutman					
			D. L. Gutman, Trustee					
			B. G. Gutttag					
			Betty Gutttag, Trustee					
			D. A. Bower, Agent					
			Home Stake Oil & Gas Co.					
			Home Stake Royalty Corporation					
			E. R. Jones, Jr.					
			Robert B. Kellough					
			Grace M. Larson					
			Lasca, Inc.					
			Adobe Royalty Co.					
			Amoco Production Co.					
			Archbishopric of New York					
			Emma Liston Archer, Trustee of Est. of O. L. Coleman					
			Liston Archer					
			Atlantic Richfield Co.					
			J. R. Bower, Jr.					
			Bradley Resources Corporation					
			First Denver Trt-Min, Munro & Patricia Lyeth					
			M. A. Fonda					
			Alfred E. Gutman					
			D. L. Gutman, Trustee					
			B. G. Gutttag					
			Betty Gutttag, Trustee					
			D. A. Bower, Agent					
			Home Stake Oil & Gas Co.					
			Home Stake Royalty Corporation					
			E. R. Jones, Jr.					
			Robert B. Kellough					
			Grace M. Larson					
			Lasca, Inc.					
			Adobe Royalty Co.					
			Amoco Production Co.					
			Archbishopric of New York					
			Emma Liston Archer, Trustee of Est. of O. L. Coleman					
			Liston Archer					
			Atlantic Richfield Co.					
			J. R. Bower, Jr.					
			Bradley Resources Corporation					
			First Denver Trt-Min, Munro & Patricia Lyeth					
			M. A. Fonda					
			Alfred E. Gutman					
			D. L. Gutman, Trustee					
			B. G. Gutttag					
			Betty Gutttag, Trustee					
			D. A. Bower, Agent					
			Home Stake Oil & Gas Co.					
			Home Stake Royalty Corporation					
			E. R. Jones, Jr.					
			Robert B. Kellough					
			Grace M. Larson					
			Lasca, Inc.					
			Adobe Royalty Co.					
			Amoco Production Co.					
			Archbishopric of New York					
			Emma Liston Archer, Trustee of Est. of O. L. Coleman					
			Liston Archer					
			Atlantic Richfield Co.					
			J. R. Bower, Jr.					
			Bradley Resources Corporation					
			First Denver Trt-Min, Munro & Patricia Lyeth					
			M. A. Fonda					
			Alfred E. Gutman					
			D. L. Gutman, Trustee					
			B. G. Gutttag					
			Betty Gutttag, Trustee					
			D. A. Bower, Agent					
			Home Stake Oil & Gas Co.					
			Home Stake Royalty Corporation					
			E. R. Jones, Jr.					
			Robert B. Kellough					
			Grace M. Larson					
			Lasca, Inc.					

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
				OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		
				M. S. Latta .39063					
				MNB Trust #0292028 .19531					
				Mobil Producing Texas and New Mexico Inc. 1.56250					
				Mary Vern Ransom 1.71875					
				Frances K. Royall .01171					
				John R. Royall, Trustee of the John R. Royall Trust u/w/o					
				N. R. Royall, Jr. .00261					
				John R. Royall, Trustee of the					
				N. R. Royall III Trust, u/w/o					
				N. R. Royall, Jr. .00261					
				John R. Royall, Trustee of the					
				Tucker K. Royall Trust, u/w/o					
				N. R. Royall, Jr. .00261					
				John R. Royall, Trustee of the					
				John R. Royall Trust, u/w/o					
				Fannie May Royall .00651					
				John R. Royall, Trustee of the					
				N. R. Royall III Trust, u/w/o					
				Fannie May Royall .00651					
				John R. Royall, Trustee of the					
				Tucker K. Royall Trust, u/w/o					
				Fannie May Royall .00651					
				Onez Norman Rooney .39062					
				Roland V. Siddall .03906					
				Texaro Oil Co. .07812					
				Robert A. Venable .19531					
				Wentz Heritage .78125					
				Wentz Legacy .78125					
				Phillip and Jack Willis .03906					
				Home Stake Oil & Gas Co..00977					
				Home Stake Royalty Corp..00977					
				William G. Seal .00072					
				Emely Ann Edwards .00073					
				Jean Anderson Simpson .00072					
				Thomas B. Wilson .02170					
				Paul M. Phillips .01100		None	Gulf Oil Corporation		.607838
99. H. C. Collins (was Tract 98)	T21S-R36E, N.M.P.M. Sec. 14: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	280.00	HBP	ETZ Oil Properties Ltd. .39060			Atlantic Richfield Company	57.14% 28.57%	
				Pierre D. Phillips .01100			Getty Oil Co.	14.29%	
				Raymond W. Randolph .06510					
				Jane D. Randolph .06510					
				Philip R. Snow .06510					
				Bill R. Snow .06510					
				Mary Elizabeth Roelke .13020					
				Wilma M. Phillips and Curtis Darling, Co-Personal					

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
			OWNER AND PERCENTAGE				
			Representatives of the Estate of Ross M. Phillips .01100				
			Toles Company .06510				
			Donald M. Phillips .01090				
			Christopher Dukinfield Jones .01042				
			Peter Francis Jones .01042				
			Rachel B. Fardon .01562				
			Irene Fardon Glaister .01562				
			Renate Jones Dymesich, Guardian for Wendelin Elizabeth Jones .01042				
			Boyed E. Penfield .15625				
			Robert S. Light .78125				
			Ethel Rushing Est. .78125				
			Liston Archer .01950				
			John W. Phillips .01100				
			Anderson Carter .09765				
			June D. Speight .39060				
			Jessie B. Crump, David C. Belvins and The Fort Worth National Bank, Trustee of Joe and Jessie Crump Fund Acct. 2312 .19530				
			The First National Bank of Midland and Jessie Blevins Crump, Co-Trustees No. 1069 .19530				
			Helen Learmont Bedford .12500				
			Phyllis C. Smythe .06250				
			George H. Etz, Jr., Trustee .39060				
			Grace Johnson .15625				
			Ellen Ann W. Williams .12500				
			Onez Norman Rooney 2.81250				
			Eva Payne Glass Est. .02750				
			Felmont Oil Corporation.42120				
			Elyse Saunders Patterson .06510				
			Sue Saunders Graham .06510				
			Munro L. Lyeth and Patricia D. Lyeth 2.81250				
			The Pennsylvania Bank and Trust Co., Trustee of the Estate of Albert Walter Goal .05500				
			Mrs. Ernest Frances				

F	ACRES	LEASE STATUS	BASIC ROYALTY		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST		PARTICIPATION OF TRACT IN UNIT
			OWNER AND PERCENTAGE			OWNER AND PERCENTAGE		
M.P.M. Ex	40.00	HBP	Bradfield	.01375	None			.093085
			Powhatan Carter, Jr.	.09765				
			Superior Oil Company	.96880				
			Julian W. Glass, Jr.	.01375				
			Wanda Pruett Hess	.15620				
			Emma Liston Archer, Trustee of the Estate of O. L. Coleman	.07810				
			Charles F. Bedford	.12500				
			Henry De Graffenreid	.12500				
			Bedford	.12500				
			Rachel Bedford Bowen	.12500				
			Mary Vern Ransom	.09770				
			Superior Oil Company	.96880			Gulf Oil Corporation	
			Julian W. Glass, Jr.	.01375			57.14%	
			Wanda Pruett Hess	.15620			Atlantic Richfield Company	
			Emma Liston Archer, Trustee of the Estate of O. L. Coleman	.07810			28.57%	
			Charles F. Bedford	.12500			Getty Oil Co. 14.29%	
			Henry De Graffenreid Bedford	.12500				
			Rachel Bedford Bowen	.12500				
			Mary Vern Ransom	.09770				
			Ellen Ann W. Williams	.12500				
			Onez Norman Rooney	2.81250				
			Eva Payne Glass Est.	.02750				
			Felmont Oil Corporation	.42120				
			Elyse Saunders Patterson	.06510				
			Sue Saunders Graham	.06510				
			Munro L. Lyeth and Patricia D. Lyeth	2.81250				
			The Pennsylvania Bank and Trust Co., Trustee of the Estate of Albert Walter Goal	.05500				
			Jacques Peter Adoue, Thomas J. Reilly, W. W. Bland and Texas Commerce Bank, N.A., Trustees u/w of F. D. Jones	.06250				
			Mrs. Ernest Frances Bradfield	.01375				
			Powhatan Carter, Jr.	.09765				
			Anderson Carter	.09765				
			June D. Speight	.39060				

ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
		Jessie B. Crump, David C. Blevins and the Fort Worth National Bank, Trustees of the Joe and Jessie Crump Fund Acct. #2312 .19530			
		RepublicBank First Nat'l Midland and Jessie Blevins Crump, Co-Trustees Trust No. 1069 .19530			
		Helen Learmont Bedford .12500			
		Phyllis C. Smythe .06250			
		George H. Etz, Jr., Trustee .39060			
		Grace Johnson .15625			
		Donald M. Phillips .01100			
		Boyed E. Penfield .15625			
		Robert S. Light .78125			
		Ethel Rushing .78125			
		Liston Archer .01950			
		John W. Phillips .01100			
		Paul M. Phillips .01100			
		ETZ Oil Properties, Ltd. .39060			
		Pierre D. Phillips .01100			
		Raymond W. Randolph .06510			
		Jane D. Randolph .06510			
		Philip R. Snow .06510			
		Bill R. Snow .06510			
		Mary Elizabeth Roelke .13020			
		Wilma M. Phillips and Curtis Darling, Co-Personal Representatives of the Estate of Ross M. Phillips .01090			
		Toles Company .06510			
		Alan J. Antweil .78125	None	Amoco Production Company 100%	.228542
		E. Doyle Berryman .78125			
		Bradley Resources Corporation 1.17188			
		Constance A. Fleischmann Est. .78125			
		Fluor Oil and Gas Corporation 3.12500			
		First National Bank in Dallas and Vena H. Long Independent Executors of the Estate of Frank O. Long .00224			
4. P. M.	80.00	HBP			

ACRES

LEASE
STATUS

BASIC ROYALTY
OWNER AND
PERCENTAGE

OVERRIDING ROYALTY OWNER
AND PERCENTAGE

WORKING INTEREST
OWNER AND PERCENTAGE

PARTICIPATION
OF TRACT
IN UNIT

Nancy Elizabeth Penson 2.29225
Mrs. Exor Megan, Guardian
of the Estate of Maude
Eagle Pfouts .00113
Jack L. Hart .00376
Penn Brothers, Inc. .76392
John E. Sedlmayr .78125
Southland Royalty Company
1.95312
Georgia Ann Stieren, Independent
Executrix of the Estate of Jack
Stieren .03253
Tortuga Oil & Gas, Inc. .02804
Nora Walker .00113

TOTALING 3,180.28

ACRES

OR

OF


UNIT

AREA

SUMMARY

Federal Lands 2,734.76
State Lands 8,274.80
Patented Lands 3,180.28
14,189.84

PERCENTAGE
19.27%
58.32%
22.41%
100.00%

 ACOUSTIC VELOCITY LOG	
COMPANY CONTINENTAL OIL COMPANY	
WELL MEYER B-4 # 23	
FIELD OIL CENTER-BLINEBRY	
COUNTY LEA STATE NEW MEXICO	
Location 660' FSL 1980' FEL	
Other Services: Guard	
Sec. 4 Top 21-S Age 36-E	
Permanent Datum Bradenhead Flg. Elev. 35.4	
Log Measured From K. H. II Ft Above Perm Datum	
Drilling Measured From Kelly Bushing	
Elev. K.B. 3595	
DF 3591	
GL	
Date 10-30-62	
Run By One	
Depth Driller 6350	
Depth Well 6362	
Time Log Inter 6558	
Time Log Inter Surf	
Course Driller 8-5/8 @ 1305	
Course Well 7-7/8"	
Bit Size	
Type Fluid in Hole Mud	
Ann. Yds 9.2 B9	
Int. Fluid Loss 10.2 ml	
Source of Sample Circulated	
R. @ Mean Temp 16 @ 80°F	
R. @ Mean Temp 13 @ 70°F	
R. @ Mean Temp 19 @ 80°F	
Source R. R. Measured	
R. @ BHT 115 @ 12°F	
Time Since Circ	
Max Rec Temp 112 @ BH	
Equip. Location 7121 Hobbs	
Recorded By L. E. Pharr	
Witnessed By Mr. Levine	

Reproduced By
West Texas Electrical Log Service
 Dallas 2, Texas

REFERENCE W2483M



16 COMPLETION RECORD

EXHIBIT "C"

Application For
 STATUTORY UNITIZATION

EUNICE MONUMENT SOUTH UNIT
 Lea County, New Mexico

GULF OIL CORPORATION
 Midland, Texas

UNIT AGREEMENT
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

<u>Section</u>	<u>Index</u>	<u>Page</u>
	Preliminary Recitals	1
1	Enabling Act and Regulations	2
2	Unit Area and Definitions	2
3	Exhibits	3
4	Expansion	4
5	Unitized Land	5
6	Unit Operator	5
7	Resignation or Removal of Unit Operator	5
8	Successor Unit Operator	6
9	Accounting Provisions and Unit Operating Agreement	6
10	Rights and Obligations of Unit Operator	6
11	Plan of Operations	7
12	Use of Surface and Use of Water	7
13	Tract Participation	7
14	Tracts Qualified for Participation	8
15.A.	Allocation of Unitized Substances	9
15.B.	Windfall Profit Tax	9
15.C.	Imputed Newly Discovered Crude Oil	9
15.D.	Imputed Stripper Crude Oil	10
15.E.	Excess Imputed Newly Discovered Crude Oil	11
15.F.	Excess Imputed Stripper Crude Oil	11
15.G.	Taking Unitized Substances in Kind	11
16	Outside Substances	12
17	Royalty Settlement	12
18	Rental Settlement	13
19	Conservation	13
20	Drainage	13
21	Loss of Title	13
22	Leases and Contracts Conformed and Extended	13
23	Covenants Run With Land	15
24	Effective Date and Term	15
25	Rate of Prospecting, Development and Production	16
26	Nondiscrimination	16
27	Appearances	16
28	Notices	16
29	No Waiver of Certain Rights	16
30	Equipment and Facilities Not Fixtures Attached to Realty	17
31	Unavoidable Delay	17
32	Nonjoinder and Subsequent Joinder	18
33	Counterparts	18
34	Joinder in Dual Capacity	18
35	Taxes	18
36	No Partnership	18
37	Production as of the Effective Date	18
38	No Sharing of Market	19
39	Statutory Unitization	19

Exhibit "A" (Map of Unit Area)
Exhibit "B" (Schedule of Ownership and Tract Participation)

EXHIBIT "D"

Application For
STATUTORY UNITIZATION

EUNICE MONUMENT SOUTH UNIT
Lea County, New Mexico

GULF OIL CORPORATION
Midland, Texas

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 22nd day of June, 1984, 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 and gas interests in the Unit Area subject to this Agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), 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 (Section 1, Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico 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 State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the 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 interest in the below-defined Unit Area, 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 or 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 those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 14,190 acres, more or less, in Lea County, New Mexico.

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

(c) "Division" is defined as the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.

(d) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.

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

(g) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as 100 feet below mean sea level or at the top of the Grayburg formation, whichever is higher, to a lower limit at the base of the San Andres formation; the geologic markers having been previously found to occur at 3,657 feet and 5,290 feet, respectively, in Continental Oil Company's #23 Meyer B-4 well (located at 660 feet FSL and 1,980 feet FEL of Section 4, T-21-S, R-36-E, Lea County, New Mexico) as recorded on the Welex Acoustic Velocity Log taken on October 30, 1962, said log being measured from a kelly drive bushing elevation of 3,595 feet above sea level.

(i) "Unitized Substances" are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons, other than outside substances, within and produced from the Unitized Formation.

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

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B" for allocating Unitized Substances to a Tract under this Agreement.

(l) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

(m) "Working Interest" is 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 and gas lease, operating agreement, or otherwise held, which interest 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 the Unitized Substances from the Unitized Formation and operations thereof hereunder. Provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.

(n) "Working Interest Owner" is any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of lease or other instrument creating a Working Interest in 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) "Royalty Interest" or "Royalty" is an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor or by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce unitized substances.

(p) "Royalty Owner" is the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, *infra*, and shall be styled "Unit Operating Agreement, Eunice Monument South Unit, Lea County, New Mexico".

(r) "Oil and Gas Rights" is the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

(s) "Outside Substances" is any substance obtained from any source other than the Unitized Formation and injected into the Unitized Formation.

(t) "Unit Manager" is any person or corporation appointed by Working Interest Owners to perform the duties of Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 7 hereof.

(u) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

(v) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.

(w) "Unit Equipment" is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

(x) "Unit Expense" is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.

(y) "Effective Date" is the date determined in accordance with Section 24, or as redetermined in accordance with Section 39.

SECTION 3. EXHIBITS. The following exhibits are incorporated herein by reference: 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, percentages and kind of ownership of oil and gas interests in all land in the Unit Area, and Tract Participation of each Tract. 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. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O. and Land Commissioner, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:

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

(b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit Area and in the Tract proposed to be included in the unit, setting out the basis for admission, the Tract Participation to be assigned to each Tract in the enlarged Unit Area and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate seventy-five percent (75%) of the Unit Participation then in effect have agreed to inclusion of such Tract or Tracts in the Unit Area, then Unit Operator shall:

(1) After obtaining preliminary concurrence by the A.O. and Land 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 Land Commissioner, the A.O. at the Proper BLM Office, each Working Interest Owner and to the last known address of 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 Land Commissioner and A.O. the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the Unit Operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the A.O., become effective as of the date prescribed in the notice thereof, preferably the first day of the month subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain the same ratio one to another.

SECTION 5. UNITIZED LAND. All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to 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 in Section 2(h) of this Agreement.

SECTION 6. UNIT OPERATOR. GULF OIL CORPORATION is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, 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, when such interests are owned by it 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.

Unit Operator shall have a lien upon interests of Working Interest Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

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 Land Commissioner and the A.O. 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 and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter 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 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 wells, equipment, books and records, materials, appurtenances and any

other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or 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 Land Commissioner and the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., at their election, may declare this Agreement terminated.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) or more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total Unit Participation of at least five percent (5%). 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 the owners of at least seventy-five percent (75%) of the Unit Participation remaining after excluding the Unit Participation of Unit Operator so removed.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with the Unit Operating Agreement. Such 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 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. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the A.O. at the Proper BLM Office as required 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 including surface rights 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. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances and that the object and purpose of this Agreement is to formulate and to put into effect an improved recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. Subject to like approval, the Plan of Operation may be revised as conditions may warrant.

The initial Plan of Operation shall be filed with the A.O., the Land Commissioner and the Division concurrently with the filing of this Unit Agreement for final approval. Said initial plan of operations and all revisions thereof shall be as complete and adequate as the A.O., the Land Commissioner and the Division may determine to be necessary for timely operation consistent herewith. Upon approval of this Agreement and the initial plan by the A.O. and Commissioner, said plan, and all subsequently approved plans, shall constitute the operating 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 for an additional specified period of operations. After such operations are commenced, reasonable diligence shall be exercised by the Unit Operator in complying with the obligations of the approved Plan of Operation.

Notwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence Unit Operations for the secondary recovery of Unitized Substances from the Unit Area within eighteen (18) months after the effective date of this Agreement, or any extension thereof approved by the A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any water from any well, lake, pond or irrigation ditch of a surface owner, unless approval for such use is granted by the surface owner.

Unit Operator shall pay the surface owner for damages to growing crops, fences, improvements and structures on the Unitized Land that result from Unit Operations, and such payments shall be considered as items of unit expense to be borne by all the Working Interest Owners of lands subject hereto.

SECTION 13. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Participation, during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "B" was determined in accordance with the following formula:

Tract Participation = 50% A/B + 40% C/D + 10% E/F

A = the Tract Cumulative Oil Production from the Unitized Formation as of September 30, 1982.

- B = the Unit Total Cumulative Oil Production from the Unitized Formation as of September 30, 1982.
- C = the Remaining Primary Oil Reserves from the Unitized Formation for the Tract, beginning October 1, 1982, as determined by the Technical Committee on February 25, 1983.
- D = the Remaining Primary Oil Reserves from the Unitized Formation for all Unit Tracts, beginning October 1, 1982, as determined by the Technical Committee on February 25, 1983.
- E = the amount of oil produced from the Unitized Formation by the Tract from January 1, 1982, through September 30, 1982.
- F = the amount of oil produced from the Unitized Formation by all Unit Tracts from January 1, 1982, through September 30, 1982.

In the event less than all Tracts are qualified on the Effective Date hereof, the Tract Participation shall be calculated on the basis of all such qualified Tracts rather than all Tracts in the Unit Area.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14(a) above have voted in favor of the inclusion of such tract.

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owner owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract who have become parties to this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may be made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14(a) and 14(b) have voted in favor of the inclusion of such Tract and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participations which would have been attributed to the nonsubscribing owners of 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 such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

If on the Effective Date of this Agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Land Commissioner and the A.O., file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set forth in Section 13 (Tract Participation) above. This schedule of participation shall be revised Exhibit "B" and upon approval thereof by the Land Commissioner and the A.O., shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Land Commissioner and A.O.

SECTION 15.A. 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 injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) 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 "B". 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 Tract shall be distributed among, or accounted for, to the parties 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 committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances.

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B. WINDFALL PROFIT TAX. In order to comply with the Windfall Profit Tax Act of 1980, as amended, and applicable regulations and to ensure that interest owners of each Tract retain the Windfall Profit Tax benefits accruing to each Tract prior to joining the Unit, for Windfall Profit Tax purposes only, crude oil shall be allocated to individual Tracts as follows:

SECTION 15.C. IMPUTED NEWLY DISCOVERED CRUDE OIL. Each Tract contributing newly discovered crude oil to the Unit Area, that is, each Tract certified as a newly discovered property for Windfall Profit Tax purposes prior to joining the Unit (Newly Discovered Tract), shall be allocated imputed newly discovered crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Newly discovered Tracts; provided, however, that imputed newly discovered crude oil allocated to any Tract under this Subsection 15.C. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation. In the event a Newly Discovered Tract is so allocated a number of barrels of imputed newly discovered crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation, then such Newly Discovered Tract shall be allocated any remaining unallocated newly discovered crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Newly Discovered Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Newly Discovered Tracts have been so allocated a number of barrels of imputed newly discovered crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Participations; or

(b) there is no imputed newly discovered crude oil remaining to be allocated,

whichever occurs first.

Any imputed newly discovered crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.C. shall be termed excess imputed newly discovered crude oil.

SECTION 15.D. IMPUTED STRIPPER CRUDE OIL. Each Tract contributing stripper crude oil to the Unit Area, that is, each Tract certified as a stripper property for Windfall Profit Tax purposes prior to joining the Unit (Stripper Tract), shall be allocated imputed stripper crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Stripper Tracts; provided, however, that imputed stripper crude oil allocated to any Tract under this Subsection 15.D. shall not exceed, in any month, the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation. In the event a Stripper Tract is so allocated a number of barrels of imputed stripper crude oil which is less than the total number of barrels of crude oil allocable out of unit production to such Tract in accordance with its Tract Participation, then such Stripper Tract shall be allocated any remaining unallocated imputed stripper crude oil in the proportion that the Tract Participation of such Tract bears to the total of the Tract Participations of all Stripper Tracts not previously so allocated the total number of barrels allocable out of unit production in accordance with their Tract Participations. This additional allocation process shall continue to be repeated, as outlined in the preceding sentence, until such time as:

(a) all Stripper Tracts have been so allocated a number of barrels of imputed stripper crude oil equal to the total number of barrels of crude oil allocable out of unit production to such Tracts in accordance with their Tract Participations; or

(b) there is no imputed stripper crude oil remaining to be allocated,

whichever comes first.

Any imputed stripper crude oil in excess of the amount of oil allocable to a Tract in accordance with this Subsection 15.D. shall be termed excess imputed stripper crude oil.

SECTION 15.E. EXCESS IMPUTED NEWLY DISCOVERED CRUDE OIL.

Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.F. EXCESS IMPUTED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.G. TAKING UNITIZED SUBSTANCES IN KIND. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of oil and gas rights therein. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 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 taking delivery. 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, then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others, provided that all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year, and 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. 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 Working Interest Owner 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, overriding royalty and production payments due thereon, and each such party shall hold each other Working Interest Owner harmless against all claims, demands and causes of

action by owners of such royalty, overriding royalty and production payments.

If, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 32 (Nonjoinder and Subsequent Joinder); or if any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator; and the revised Exhibit "B", upon approval by the Land Commissioner and the A.O., shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

SECTION 16. OUTSIDE SUBSTANCES. If gas obtained from formations not subject to this Agreement is introduced into the Unitized Formation for use in repressuring, stimulating of production or increasing ultimate recovery which shall be in conformity with a Plan of Operation first approved by the Land Commissioner and the A.O., a like amount of gas with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved Plan of Operator or as otherwise may be consented to or prescribed by the Land Commissioner and the A.O. as conforming to good petroleum engineering practices and provided further that such right of withdrawal shall terminate on the termination date of this Agreement.

SECTION 17. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right 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 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 the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in 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 runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing Unitized Substances as of the Effective Date hereof, provided that any Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered as having one such well for the purpose of this provision.

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 committed hereto, in lieu of actual production from such Tract or Tracts.

With the exception of Federal and State requirements to the contrary, Working Interest Owners may use or consume Unitized Substances for Unit Operations and no Royalty, overriding royalty, production or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that executes this Agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts should be lost by title failure or otherwise in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interests of all parties shall be adjusted accordingly.

SECTION 18. RENTAL SETTLEMENT. Rentals or minimum Royalties due on the 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 such rental or minimum Royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 19. 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 20. DRAINAGE. The Unit Operator shall take all reasonable and prudent measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

The Unit Operator, upon approval by the Working Interest Owners, the A.O. and the Land Commissioner, is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interest affected.

SECTION 21. LOSS OF TITLE. In the event title to any Tract of unitized land shall fail and the true owner cannot be induced to join in 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. In the event of a dispute as to title to any Royalty, Working Interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to State or Federal lands or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the A.O. or Land Commissioner (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.

If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

Each Working Interest Owner shall indemnify, hold harmless, and defend all other Working Interest Owners against any and all claims by any party against the interest attributed to such Working Interest Owner on Exhibit "B".

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

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 Land 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 requirements 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 Tract subject to this Agreement, regardless of whether there is any development of any Tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling, producing or improved recovery operations performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, 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 within the Unit Area pursuant to direction or consent of the Land Commissioner and the A.O., or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil and gas 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.

(e) 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.

(f) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions

commencing as of the Effective Date hereof. Provided, however, that notwithstanding any of the provisions of this Agreement to the contrary, such lease (including both segregated portions) shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands covered by such lease committed to this Agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lessee or the Unit Operator is then engaged in bona fide drilling, reworking, or improved recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(g) The segregation of any Federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Section 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 interest 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 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, or acceptable photostatic or certified copy, of the recorded instrument or transfer; and no assignment or transfer of any Royalty Interest subject hereto 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, or acceptable photostatic or certified copy, of the recorded instrument or 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 on the first day of the calendar month next following the approval of this Agreement by the A.O., the Land Commissioner and the Commission.

If this Agreement does not become effective on or before June 1, 1986, it 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 a combined Participation of at least seventy five percent (75%); and at least seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year (hereinafter called "Extended Expiration Date"). If Expiration Date is so extended and this Agreement does not become effective on or before Extended Expiration Date, it shall ipso facto expire on Extended Expiration Date and thereafter be of no further force and effect.

Unit Operator shall file for record within thirty (30) days after the Effective Date of this Agreement, in the office of the

County Clerk of Lea County, New Mexico, where a counterpart of this Agreement has become effective according to its terms and stating further the effective date.

The terms of this Agreement shall be for and during the time that Unitized Substances are produced from the unitized land and so long thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days unless sooner terminated as herein provided.

This Agreement may be terminated with the approval of the Land Commissioner and the A.O. by Working Interest Owners owning eighty percent (80%) of the Unit Participation then in effect whenever such Working Interest Owners determine that Unit Operations are no longer profitable, or in the interest of conservation. Upon approval, such termination shall be effective as of the first day of the month after said Working Interest Owners' determination. Notice of any such termination shall be filed by Unit Operator in the office of the County Clerk of Lea County, New Mexico, within thirty (30) days of the effective date of termination.

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 just as if this Agreement had never been entered into.

Notwithstanding any other provision in the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six 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 A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division 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 alternation 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 Land Commissioner and as to any lands in the State of New Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

Powers in this Section vested in the A.O. shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice, and thereafter subject to administrative appeal before becoming final.

SECTION 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, 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 interests affected hereby before the Land Commissioner, the Department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division 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 or registered mail, addressed to such party or parties at their last known address 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 law of the State wherein said Unitized Lands are located, or regulations 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; provided, however, each party hereto covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.

SECTION 30. 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 such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, 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 such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.

SECTION 31. UNAVOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue improved 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 or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 32. NONJOINDER AND SUBSEQUENT JOINDER. 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 Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, 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 from and after the Effective Date hereof 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 not less than sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State or Federal land is involved, such joinder must be approved by the Land Commissioner or A.O. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent 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 proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and A.O. 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 Land Commissioner or the A.O., is duly made sixty (60) days after such filing.

SECTION 33. 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 described Unit Area. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.

SECTION 34. JOINDER IN DUAL CAPACITY. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.

SECTION 35. TAXES. Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the unitized land; provided, however, that if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including Royalty Owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances. No taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 36. 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 obligation as herein provided.

SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of 7:00 a.m. on the Effective Date hereof. All such oil which has then been produced in accordance with established allowables shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil

from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

If, as of the Effective Date hereof, any Tract is over-produced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or otherwise disposed of, such over-production shall be regarded as a part of the Unitized Substances produced after the Effective Date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

SECTION 38. 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 39. STATUTORY UNITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (Chapter 65, Article 14, N.M.S. 1953 Annotated). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:

(1) Section 14 of this Agreement shall be revised by substituting for the entire said section the following:

"SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all Tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances."

(2) Section 24 of this Agreement shall be revised by substituting for the first three paragraphs of said section the following:

"SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of Lea County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

"Unit Operator shall, within thirty (30) days after the Effective Date of this Agreement, file for record in the office of the County Clerk of Lea County, New Mexico, a certificate to the effect that this Agreement has become effective in accordance with its terms, therein identifying the Division's order approving statutory unitization and stating the Effective Date."

(3) This Agreement and/or the Unit Operating Agreement shall be amended in any and all respects necessary to conform to the Division's order approving statutory unitization.

Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving statutory unitization shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said parties, except as follows:

(a) If any amendment of this Agreement has the effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and

(b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without the necessity of further approval in writing by said Working Interest Owner.

Executed as of the day and year first above written.

GULF OIL CORPORATION *KJB*

By

L. A. Turner
Attorney-in-Fact

Date of Execution:

June 22, 1984

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this
22nd day of June, 1984, by L. A. Turner
Attorney-in-Fact, for/of Gulf Oil Corporation
a Pennsylvania
corporation, on behalf of said corporation.

My Commission Expires:

7-30-88

Carolyn D. Larson

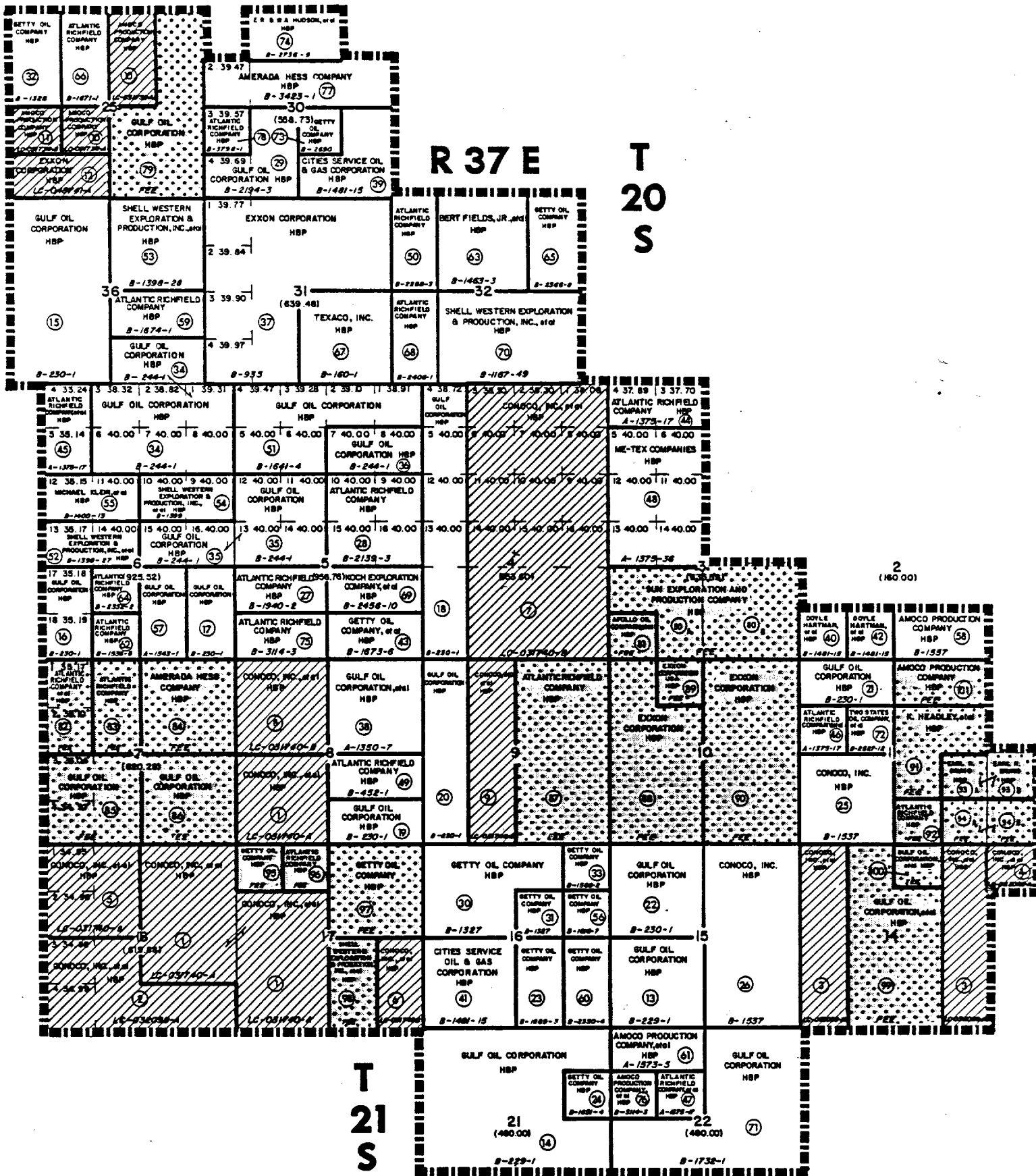
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	ACREAGE	PERCENTAGE
	FEDERAL LANDS	2,734.76 19.27 %
	STATE LANDS	8,274.80 58.32 %
	PATENTED LANDS	3,180.28 22.41 %
	TOTAL	14,189.84 100.00 %
	UNIT OUTLINE	
	TRACT NUMBER	



NOTE: UNLESS OTHERWISE INDICATED, THE VARIOUS SECTIONS ON THIS PLAT CONTAIN 640.00 ACRES.

EXHIBIT "A"
EUNICE MONUMENT SOUTH
UNIT AREA
LEA COUNTY, NEW MEXICO

GULF OIL CORPORATION
MIDLAND, TEXAS

EXHIBIT "E"

Application For
STATUTORY UNITIZATION

EUNICE MONUMENT SOUTH UNIT
Lea County, New Mexico

GULF OIL CORPORATION
Midland, Texas

UNIT OPERATING AGREEMENT
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
Preliminary Recitals	1
ARTICLE 1 CONFIRMATION OF UNIT AGREEMENT	
1.1 Confirmation of Unit Agreement	1
ARTICLE 2 EXHIBITS	
2.1 Exhibits	1
2.1.1 Exhibits "A" and "B"; Reference to Unit Agreement and Unit Interest	1
2.1.2 Exhibit "C"; Summary of Working Interests	2
2.1.3 Exhibit "D"; Insurance Provisions	2
2.1.4 Exhibit "E"; Accounting Procedure	2
2.1.5 Exhibit "F"; Certificate of Compliance	2
2.1.6 Exhibit "G"; Gas Balancing Agreement	2
2.2 Revision of Exhibits	2
2.3 Reference to Exhibits	2
ARTICLE 3 SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS	
3.1 Overall Supervision	2
3.2 Particular Powers and Duties	3
3.2.1 Method of Operation	3
3.2.2 Drilling of Wells	3
3.2.3 Well Workovers and Change of Status	3
3.2.4 Expenditures	3
3.2.5 Amendment of Overhead Rates	4
3.2.6 Disposition of Surplus Facilities	4
3.2.7 Appearance Before a Court or Regulatory Body	4
3.2.8 Audit Exceptions	4
3.2.9 Assignments to Committees	4
3.2.10 Selection of Successor to Unit Operator	5
3.2.11 Enlargement of Unit Area	5
3.2.12 Investment Adjustment	5
3.2.13 Acquisition of Wells for Unit Operations	5
3.2.14 Termination of Unit Agreement	5
ARTICLE 4 MANNER OF EXERCISING SUPERVISION	
4.1 Designation of Representatives	5
4.2 Meetings	5
4.3 Voting Procedure	5
4.3.1 Voting Interest	6
4.3.2 Vote Required	6
4.3.3 Vote at Meeting by Non-Attending Working Interest Owners	6
4.3.4 Poll Votes	6
ARTICLE 5 INDIVIDUAL RIGHTS AND PRIVILEGES OF WORKING INTEREST OWNERS	
5.1 Reservation of Rights	7
5.2 Specific Rights	7

ARTICLE 5
INDIVIDUAL RIGHTS AND PRIVILEGES
OF WORKING INTEREST OWNERS

5.2.1	Access to Unit Area	7
5.2.2	Reports by Request	7
5.2.3	Audits	7

ARTICLE 6
UNIT OPERATOR

6.1	Unit Operator	7
6.2	Resignation or Removal of Unit Operator	7
6.3	Successor Unit Operator	8
6.4	Records and Information	8

ARTICLE 7
POWERS AND DUTIES OF UNIT OPERATOR

7.1	Exclusive Rights to Operate Unit	8
7.2	Workmanlike Conduct	8
7.3	Liens and Encumbrances	9
7.4	Employees	9
7.5	Records	9
7.6	Reports to Working Interest Owners	9
7.7	Reports to Governmental Authorities	9
7.8	Engineering and Geological Information	9
7.9	Expenditures	9
7.10	Wells Drilled by Unit Operator	9
7.11	Border Agreements	10

ARTICLE 8
TAXES

8.1	Ad Valorem Taxes	10
8.2	Taxes and Assessments	10
8.3	Income Tax Election	10

ARTICLE 9
INSURANCE

9.1	Insurance	11
-----	-----------	----

ARTICLE 10
ADJUSTMENT OF INVESTMENTS

10.1	Personal Property Taken Over	12
	10.1.1 Wells and Well Equipment	12
	10.1.2 Lease and Operating Equipment	12
	10.1.3 Records	12
10.2	Inventory and Evaluation of Personal Property	12
10.3	Inventory and Valuations	13
10.4	Investment Adjustment	13
10.5	General Facilities	14
10.6	Ownership of Personal Property and Facilities	14

ARTICLE 11
WELLBORES

11.1	Demand Wells	14
11.2	Exception to Demand Well Requirement	15
11.3	Useable Wellbore Definition	15
	11.3.1 Wellbores Made Useable	15
	11.3.2 Wellbores Accepted as "Useable Wellbores"	16

ARTICLE 12
DEVELOPMENT AND OPERATING COSTS

12.1	Basis of Charge to Working Interest Owners	16
12.2	Advance Billings	17
12.3	Commingling of Funds	17

<u>Section</u>		<u>Page No.</u>
12.4	Lien and Security Interest of Unit Operator	17
12.5	Unpaid Unit Expense	18
12.6	Carved-Out Interest	18
12.7	Rentals	19
12.8	Budgets	19
ARTICLE 13		
NON-UNITIZED FORMATIONS		
13.1	Right to Operate	19
13.2	Multiple Completions	20
ARTICLE 14		
TITLES		
14.1	Warranty and Indemnity	20
14.2	Failure of Title Because of Unit Operations	20
ARTICLE 15		
LIABILITY, CLAIMS AND SUITS		
15.1	Individual Liability	21
15.2	Settlements	21
ARTICLE 16		
NOTICES		
16.1	Notices	21
ARTICLE 17		
WITHDRAWAL OF WORKING INTEREST OWNER		
17.1	Withdrawal	22
17.2	Limitation on Withdrawal	23
ARTICLE 18		
ABANDONMENT OF WELLS		
18.1	Rights of Former Owners	23
18.2	Plugging	24
ARTICLE 19		
EFFECTIVE DATE AND TERM		
19.1	Effective Date	24
19.2	Term	24
ARTICLE 20		
ABANDONMENT OF OPERATIONS		
20.1	Termination	24
20.1.1	Oil and Gas Rights	24
20.1.2	Right to Operate	24
20.1.3	Salvaging Wells	25
20.1.4	Cost of Abandonment	25
20.1.5	Distribution of Assets	25
ARTICLE 21		
LAWS, REGULATIONS AND CERTIFICATE OF COMPLIANCE		
21.1	Laws and Regulations	25
21.2	Certificate of Compliance	25
ARTICLE 22		
EXCISE TAX PROVISIONS		
22.1	Crude Oil Excise Tax	26
22.2	Amendment By Working Interest Owners	26

Section

Page No.

ARTICLE 23
GOVERNMENTAL REGULATIONS

23.1	Governmental Regulations	26
------	--------------------------	----

ARTICLE 24
COUNTERPART EXECUTION

24.1	Counterpart Execution	27
------	-----------------------	----

UNIT OPERATING AGREEMENT
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 22nd day of June, 1984, by 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 that certain agreement entitled "Unit Agreement, Eunice Monument South Unit, Lea County, New Mexico" hereinafter referred to as "Unit Agreement", and which, among other things, provides for a separate agreement to be made and entered into by and between Working Interest Owners to provide for Unit Operations therein defined:

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 incorporated herein by reference and made a part of this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement. In the event of any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall prevail.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference or attachment:

2.1.1 Exhibits "A" and "B" of the Unit Agreement.

2.1.2 Exhibit "C", attached hereto, is a summary showing each Working Interest Owner's Working Interest in each Tract, the percentage

of total Unit Participation attributable to each such interest, and the total Unit Participation of each Working Interest Owner.

2.1.3 Exhibit "D", attached hereto, contains insurance provisions applicable to Unit Operations.

2.1.4 Exhibit "E", attached hereto, is the Accounting Procedure applicable to Unit Operations. In the event of conflict between this agreement and Exhibit "E", this agreement shall prevail.

2.1.5 Exhibit "F", attached hereto, contains Certificate of Compliance provisions provided for in Article 21.

2.1.6 Exhibit "G", attached hereto, is the Gas Balancing Agreement applicable to Unit Operations.

2.2 Revision of Exhibits. Whenever Exhibit A or B are revised, Exhibit C shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit C 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.

2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Subject to the other terms and provisions of this agreement and of the Unit Agreement, Working Interest Owners shall exercise overall supervision and control of all matters pertaining to the Unit Operations pursuant to this Agreement and the Unit Agreement. In the exercise of such power, 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 Particular Powers and Duties. The Working Interest Owners, using the voting procedures given in Article 4.3, unless otherwise specifically provided in this Agreement, shall decide matters pertaining to Unit Operations which include, but are not limited to the following:

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

3.2.2 Drilling of Wells. The drilling, deepening, or sidetracking of any well within the Unit Area for the production of Unitized Substances; and the drilling of any well for injection, salt water disposal or for any other Unit purpose.

3.2.3 Well Workovers and Change of Status. The reworking, recompleting or repairing of any well for the purpose of production of Unitized Substances reasonably estimated to require an expenditure in excess of the expenditure limitation specified in Section 3.2.4 hereinbelow; and the abandonment or change of status of any well in the Unit, or the use of any such well for injection or other purposes.

3.2.4 Expenditures. Making of any single expenditure in excess of fifty thousand dollars (\$50,000.00), except as provided in Section 7.9 hereof; provided that approval by Working Interest Owners for the drilling,

sidetracking, reworking, drilling deeper 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 Amendment of Overhead Rates. The amendment of the overhead rates provided for in Section III of Exhibit "E" if, as set forth in Section III.3 of Exhibit "E", such rates are found to be insufficient or excessive.

3.2.6 Disposition of Surplus Facilities. Selling or otherwise disposing of any major item of surplus unit material or equipment, the current list price of new equipment similar thereto being fifteen thousand dollars (\$15,000.00) or more.

3.2.7 Appearance Before a Court or Regulatory Body. The designating of a representative to appear before any court or regulatory body in matters pertaining to unit operations; provided, however, that the authorization by Working Interest Owners of the designation of any such representatives shall not prevent any Working Interest Owner from appearing in person or from designating another representative in its own behalf.

3.2.8 Audit Exceptions. Any unresolved audit exceptions shall be provided for in Exhibit "E".

3.2.9 Assignments to Committees. The appointment or designation of committees or subcommittees necessary for the study of any problem in connection with Unit Operations.

3.2.10 The selection of a successor to the Unit Operator.

3.2.11 The enlargement of the Unit Area.

3.2.12 The adjustment and readjustment of investments.

3.2.13 Acquisition of Wells for Unit Operations.

3.2.14 The termination of the Unit Agreement.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall advise Unit Operator in writing the names and addresses of its representative and alternate who are authorized to represent and bind it in respect to any matter pertaining to the development and operation of the Unit Area. Such representative or alternate may be changed from time to time by written notice to Unit Operator.

4.2 Meetings. All meetings of Working Interest Owners for the purpose of considering and acting upon any matter pertaining to the development and operation of the Unit Area shall be called by Unit Operator upon its own motion or at the request of two or more Working Interest Owners having a total Unit Participation of not less than ten (10%) percent. No meeting shall be called on less than fourteen (14) days' advance written notice, with agenda for the meeting attached. The Working Interest Owners attending such meeting shall not be prevented from amending items included in the agenda or from deciding such amended item or from deciding other items presented at such meeting. The representative of Unit Operator shall be Chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall act upon and determine 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 of the vote.

4.3.2 Vote Required. Unless otherwise provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters by the affirmative vote of four or more Working Interest Owners having a combined voting interest of at least sixty-five percent (65%); however, should any one Working Interest Owner have more than thirty percent (30%) voting interest, its negative vote or failure to vote shall not defeat a motion and such motion shall pass if approved by Working Interest Owners having a majority voting interest, unless two or more additional Working Interest Owners having a combined voting interest of at least five percent (5%) likewise vote against the motion or fail to vote.

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 decide any matter by vote taken by letter or telegram, provided the matter is first submitted in writing to each Working Interest Owner and no meeting on the matter is called, as provided in Paragraph 4.2, within fourteen (14) days after such proposal is dispatched to Working Interest

Owners. Such vote will be final and Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

ARTICLE 5

INDIVIDUAL RIGHTS AND PRIVILEGES OF WORKING INTEREST OWNERS

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

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

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

5.2.2 Reports by Request. 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 data pertaining to Unit Operations. The cost of gathering and furnishing data not ordinarily furnished by Unit Operator to all Working Interest Owners shall be charged solely to Working Interest Owners requesting the same.

5.2.3 Audits. The right to audit the accounts of Unit Operator according to the provisions of Exhibit "E".

ARTICLE 6

UNIT OPERATOR

6.1 Unit Operator. Gulf Oil Corporation is hereby designated as the initial Unit Operator.

6.2 Resignation or Removal. Unit Operator may resign at any time. Unit Operator may be removed at any time by the

affirmative vote of Working Interest Owners having eighty percent (80 %) or more of the voting interest remaining after excluding the voting interest of Unit Operator. Such resignation or removal shall not become effective for a period of six (6) months after the resignation or removal, unless a successor Unit Operator has taken over Unit Operations prior to the expiration of such period.

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

6.4 Records and Information. The Unit Operator resigning or being removed shall give complete cooperation to the new Unit Operator and shall deliver to its successor all records and information necessary to the discharge of the new Unit Operator's duties and obligations.

ARTICLE 7

POWERS AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Rights to Operate Unit. Subject to the other provisions of this Agreement, and to the orders, directions and limitations rightfully given or imposed by 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 all operations hereunder in a good and workmanlike manner and, in the absence of specific instructions from Working Interest Owners, shall have the right and duty to conduct such operations in the same manner as would a prudent operator under the same or in similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them advised of all matters arising in connection with such operations 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 the gross negligence or willful misconduct of Unit Operator.

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the land and leases in the Unit Area free from all liens and encumbrances occasioned by its operations hereunder, except the lien of Unit Operator granted hereunder.

7.4 Employees. The number of employees used by Unit Operator in conducting operations hereunder, the selection of such employees, the hours of labor and the compensation for services to be paid any and all such employees shall be determined by Unit Operator. Such employees shall be employed by Unit Operator.

7.5 Records. Unit Operator shall keep true and correct books, accounts and records of its operations hereunder.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish to each Working Interest Owner periodic reports of the development and operation of the Unit Area.

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 each Working Interest Owner, upon written request, a copy of the log of, and copies of engineering and geological data pertaining to, wells drilled by Unit Operator.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of fifty thousand dollars (\$50,000.00) 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 Owner, 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, but

the charge therefor shall not exceed the prevailing rate in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

7.11 Border Agreements. Unit Operator may, after approval by Working Interest Owners, enter into border agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

ARTICLE 8

TAXES

8.1 Ad Valorem Taxes. Beginning with the first calendar year after the Effective Date hereof, Unit Operator shall make and file all necessary property tax renditions, whether on real or personal property and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such property taxes shall be paid by Unit Operator and charged to the joint account; however, if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest production payment or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall notify Unit Operator of such interest prior to the rendition date and shall be given credit for the reduction in taxes paid resulting therefrom. Any Working Interest Owner dissatisfied with any assessment of its interest in real or personal property shall have the right, at its own expense, and after due notice to the Unit Operator, to protest and resist any such assessment,

8.2 Taxes and Assessments. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, windfall profits tax and other taxes and assessments imposed upon or on account of the production or handling of its share of Unitized Substances.

8.3 Income Tax Election. Notwithstanding any provisions herein that the rights and liabilities hereunder are several and not joint or collective, or that this Agreement and operations

hereunder shall not constitute a partnership, if for Federal income tax purposes this Agreement and the operations hereunder are regarded as a partnership, then each of the Parties hereto elects to be excluded from the application of all of the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, as permitted and authorized by Section 761 of the Code and the regulations promulgated thereunder. Unit Operator is authorized and directed to execute on behalf of each of the Parties hereto such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Federal Regulations 1.761-1(a). Should there be any requirement that each Party hereto give further evidence of this election, each such Party shall execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state in which the Unit Area is located or any future income tax law of the United States contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code of 1954, under which an election similar to that provided by Section 761 of the Code is permitted, each of the Parties hereto agrees to make such election as may be permitted or required by such laws. In making the foregoing election, each of the Parties states that the income derived by such Party from the operations under this Agreement can be adequately determined without the computation of partnership taxable income.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall:

- (a) comply with the Workmen's Compensation Laws of the State.

- (b) carry Employer's Liability and other insurance required by the laws of the State, and
- (c) provide other insurance as set forth in Exhibit D.

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon the effective date hereof, Working Interest Owners shall deliver to Unit Operator possession of:

10.1.1 Wells and Well Equipment. All usable wellbores as defined in Article 11.3, together with the casing, tubing, and downhole equipment up to and including the christmas tree.

10.1.2 Lease and Operating Equipment. All lease and operating equipment, salt water disposal wells and facility systems related to the unitized formation which Working Interest Owners determine to be necessary or desirable for conducting Unit Operations.

10.1.3 Records. A copy of all production and well records pertaining to any well which has historically or is currently producing from the Unitized Formation.

10.2 Inventory and Evaluation of Personal Property. Working Interest Owners shall appoint an inventory committee which shall, as of the Effective Date hereof, or as soon thereafter as feasible, cause to be taken, under the supervision of the Unit Operator and at Unit Expense, joint physical inventories of lease and well equipment within the Unit Area, which inventories shall be used as a basis for determining the controllable items of equipment to be taken over by the Unit Operator hereunder. The Unit Operator shall notify each Working Interest Owner within each separate Tract at least five (5) days prior to the taking of the inventory with respect to said Tract, so that each of said Working Interest Owners may make arrangements to be represented at the taking of the inventory. Such inventories shall exclude all items not of use and value to the Unit and not necessary to Unit Operations. Such

inventories shall include and be limited to those items of equipment normally considered controllable as recommended in the material classification manual in Bulletin No. 6 dated May, 1971, or any amendments thereto, published by the Petroleum Accountants Society of North America, except that certain items normally considered noncontrollable, such as sucker rods and other items as agreed upon by the Working Interest Owners may be included in the inventories in order to insure a more equitable adjustment of investments. Immediately following completion, such inventories shall be priced in accordance with the provision of Exhibit "E", Accounting Procedure, attached hereto and made a part hereof; such pricing shall be performed under the supervision of, by the personnel of and in the offices of the Unit Operator, with Working Interest Owners furnishing such additional pricing help as may be available and necessary. It is specifically provided that with respect to each well taken over for Unit Operations, no value shall be assigned to intangible drilling costs of such well or to the down-hole casing therein.

10.3 Inventory and Valuations. After completion of the inventory and evaluation of property in accordance with the provisions of Section 10.2, Unit Operator shall submit to each Working Interest Owner a copy of the inventory and valuations thereon together with a letter ballot for approval of such inventory and valuations. Within sixty (60) days after receipt of such inventory and valuations each Working Interest Owner shall return such letter ballot to Unit Operator indicating its approval or disapproval thereof. It is agreed that such inventory and valuations shall be binding upon all parties if approved by Working Interest Owners owning as much as sixty-five percent (65%) of the Working Interest in the Unit Area.

10.4 Investment Adjustment. As soon as practicable after approval by Working Interest Owners of the inventory and valuations as provided in Section 10.3, each Working Interest Owner shall be credited with the value of its interest in all personal property so taken over by Unit Operator under Sections 10.1.1 and 10.1.2, and charged with an amount equal to that obtained by multiplying the total value of all such personal property so taken over by Unit Operator under Sections 10.1.1 and 10.1.2 by such Working Interest Owner's Unit Participation, as shown on Exhibit

"C", attached hereto. 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.

10.5 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facilities systems, and office building necessary for Unit Operations shall be by negotiation by and between the owners thereof and Unit Operator, subject to the approval of Working Interest Owners.

10.6 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, 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 equal to its Unit Participation, shown on Exhibit "C", attached hereto.

ARTICLE 11

WELLBORES

11.1 Demand Wells. Upon the Effective Date of Unitization, or thereafter as demanded by the Unit Operator pursuant to the Unit plan of operations, Working Interest Owners will provide a useable wellbore, as defined in Article 11.3, on each forty acres which would constitute a proration unit within the Unit Area. If any such forty acres is not provided with a useable wellbore upon demand, the owner or owners contributing the forty acre location shall have the option for ninety (90) days to provide a useable wellbore. If a useable wellbore is not provided within the ninety day period, the owner or owners contributing the forty acre location shall within 10 days of the end of such ninety (90) day period remit the sum of one hundred thousand dollars (\$100,000) to the Unit Operator to be applied toward the cost of drilling, completing, and equipping a well on the deficient forty acre location. All costs of drilling, completing, and equipping the well in excess of the \$100,000 shall be charged to the joint account to be

shared by all owners in proportion to their respective Unit Participation percentage. In the event that an owner or owners fail to provide a required useable wellbore, and fail to pay the assessed \$100,000 for each wellbore deficient location within the required time period, such owner or owners shall be in default of payment, and action shall be initiated in accordance with provisions of Article 12.5 of this Agreement.

11.2 Exception to Demand Well Requirement. Any forty acre proration unit which has not contributed oil production from the Unitized Formation for purposes of the Tract Participation formula of Section 13 of the Unit Agreement will not be subject to the requirements of Article 11.1, above.

11.3 Useable Wellbore Definition. A "Useable Wellbore" shall be defined as a wellbore which is (1) suitable for unit operations which shall include being adequately cased to the satisfaction of the Working Interest Owners, down to the top of, or into the Unitized Formation, or through the Unitized Formation but plugged back to a depth no deeper than the base of the Unitized Formation, and (2) clear and free of obstructions from the surface to either the base of the Unitized Formation or to total depth, whichever is shallower, and (3) squeezed off at all non-unitized intervals.

11.3.1 Wellbores Made Useable. After the Effective Date of Unitization, any wellbore demanded by the Unit which requires remedial work to be made "Useable" may be worked over by the well owners, but such work may be witnessed by a representative of Unit Operator. The Working Interest Owners will not be liable for any cost or expense when work is performed by wellbore owners. Wellbore owners may request that remedial work required to make a wellbore "Useable" be performed by the Unit Operator. Following any such written request, Unit Operator will review wellbore records to determine appropriate procedures and cost estimates. If the Unit Operator determines that the required remedial work is technically feasible and can be performed on

a timely basis, Unit Operator at its sole discretion may agree to perform the required work. The wellbore owners shall bear the sole cost, risk, and expense of such remedial work up to a maximum amount of one hundred thousand dollars (\$100,000). If Unit Operator estimates that such remedial work will cost in excess of \$100,000, an AFE for the amount in excess of \$100,000 will be submitted to Working Interest Owners prior to the start of work and such excess shall be charged to the joint account.

11.3.2 Wellbores Accepted as "Useable Wellbores". Notwithstanding paragraph 11.3, any well actively producing as a single completion from the Unitized Formation for at least six (6) consecutive months prior to the Effective Date of unitization shall be accepted as a "Useable Wellbore." Any well which has not actively produced as a single completion from the Unitized Formation for six (6) consecutive months prior to the Effective Date of unitization shall not be accepted as a "Useable Wellbore" until it can be entered by the Unit Operator and assessed pursuant to Article 11.3. Any well not so assessed within two years following the effective date of unitization shall then be deemed a "Useable Wellbore."

ARTICLE 12

DEVELOPMENT AND OPERATING COSTS

12.1 Basis of Charge to Working Interest Owners. Subject to the provisions of Section 12.2 hereof, Unit Operator initially shall pay all Unit Expense. Each Working Interest Owner shall reimburse Unit Operator for its share of Unit Expenses. All charges, credits, and accounting for Unit Expense shall be in accordance with Exhibit "E" attached hereto. Each Working Interest Owner's share of such charges shall be the same as its Unit Participation.

12.2 Advance Billings. Unit Operator shall have the right, at its option, to require other Working Interest Owners to advance their respective proportions of estimated development and operating costs and expenses by submitting to such other Working Interest Owners, on or before the 15th day of any month, an itemized estimate of such costs and expenses for the succeeding month with a request for payment in advance. Within thirty (30) days thereafter, each such other Working Interest Owner shall pay to Unit Operator its proportionate part of such estimate. Adjustment between estimates and the actual costs shall be made by Unit Operator at the close of each calendar month, and the accounts of the Working Interest Owners shall be adjusted accordingly.

12.3 Commingling of Funds. Funds received by Unit Operator under this agreement need not be segregated by Unit Operator or maintained by it as a separate fund, but may be commingled with its own funds.

12.4 Lien and Security Interest 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, and a security interest in its share of Unitized Substances when extracted and its interest in all Unit Equipment, to secure payment of its share of Unit Expense, together with interest thereon at the Prime rate set by Bank of America for the same period +2% per annum. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of Unit Expense, Unit Operator shall have the right, without prejudice to other rights or remedies, 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 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 and security interest to the Working Interest Owners.

12.5 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, the non-defaulting Working Interest Owners shall, upon request by Unit Operator, pay the unpaid amount as if it were Unit Expense in the proportion that the Unit Participation of each such Working Interest Owner bears to the Unit Participation of all such Working Interest Owners. Each Working Interest Owner so paying its share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the security rights described in Section 12.4 of this agreement.

12.6 Carved-Out Interest. If any Working Interest Owner shall, after executing this agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this agreement, specifically including, but without limitation, Section 12.4 hereof entitled "Lien and Security Interest of Unit Operator and Working Interest Owners." If the Working Interest Owner creating such carved-out interest (a) fails to pay any Unit Expense chargeable to such Working Interest Owner under this agreement, and the production of Unitized Substances accruing to the credit of such Working Interest Owner is insufficient for that purpose, or (b) withdraws from this agreement under the terms and provisions of Article 17 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expense incurred hereunder, the same as though carved-out interest were a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in Section 12.4 for the purpose of collecting the Unit Expense chargeable to the carved-out interest.

12.7 Rentals. The Working Interest Owners in each Tract shall pay all rentals, minimum royalty, advance rentals or delay rentals due under the lease thereon and shall concurrently submit to the Unit Operator evidence of payment.

12.8 Budgets. Before or as soon as practical after the Effective Date, Unit Operator shall prepare a budget of estimated Unit Expense for the remainder of the calendar year, and, on or before the first day of each August thereafter, shall prepare a budget for the ensuing calendar year. A budget shall set forth the estimated Unit Expense by quarterly periods. Budgets shall be estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall be furnished promptly to each Working Interest Owner.

ARTICLE 13

NON-UNITIZED FORMATIONS

13.1 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 a formation underlying the Unit Area 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 care to prevent unreasonable interference with Unit Operations. No Working Interest Owner other than Unit Operator 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 other Unit Working Interest Owners so

that production of Unitized Substances will not be adversely affected.

13.2 Multiple Completions. No well now or hereafter completed in the Unitized Formation shall ever be completed as a multiple completion with the Unitized Formation unless such multiple completion and subsequent handling of the multiple completion is approved by Working Interest Owners in accordance with the voting procedure described in Article 4.3 of this Agreement.

ARTICLE 14

TITLES

14.1 Warranty and Indemnity. Each Working Interest Owner represents and warrants that it is the owner of the respective Working Interest as shown to be owned by it on appropriate Exhibits to this Agreement and hereby indemnifies and holds the other Working Interest Owners harmless from any loss due to the failure, in whole or in part, of its title to any such interest, except failure of title arising out of operations hereunder; provided, however, that such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net value that had been received from the sale of Unitized Substances attributed hereunder to the interest as to which title failed. Each failure of title will 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.

14.2 Failure of Title Because of Unit Operations. The failure of title to any Working Interest in any Tract because of Unit Operations, including nonproduction 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 15

LIABILITY, CLAIMS AND SUITS

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

15.2 Settlements. Unit Operator may settle any single damage claim or suit involving Unit Operations if the expenditure does not exceed ten thousand dollars (\$10,000) and if the payment is in complete settlement of such claim or suit. If the amount required for settlement exceeds the above amount, Working Interest Owners shall determine the further handling of the claim or suit, unless such authority is 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, subject to such limitation as is set forth in Exhibit "E". 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 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 Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

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 Article 4 hereof.

ARTICLE 17

WITHDRAWAL OF WORKING INTEREST OWNER

17.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw all its Oil and Gas Rights, exclusive of Royalty Interests, together with its interest in all Unit Equipment and in all wells used in Unit Operations, provided that such transfer shall not relieve such Working Interest Owner from any obligation or liability incurred prior to the first day of the month following receipt by Unit Operator of such transfer. The delivery of the transfer shall be made to Unit Operator for the transferees. The transferred interest shall be owned by the transferees in proportion to their respective Unit Participations. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, the salvage value thereof less its share of the estimated cost of salvaging same and of plugging and abandoning all wells then being used or held for Unit Operations, as determined by Working Interest Owners. In the event such withdrawing owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the transfer, Unit Operator shall render a final statement to the withdrawing owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of receipt of the transfer. Provided all Unit Expense, including any deficiency hereunder, due from the withdrawing owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator and, as of such effective date, withdrawing owner shall be relieved from all further obligations and liabilities

hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they existed by virtue of the interest transferred.

17.2 Limitation on Withdrawal. Notwithstanding anything set forth in Article 17.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if its Working Interest is burdened by any royalties, overriding royalties, production payments, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of one-eighth (1/8th) lessor's royalty, unless the other Working Interest Owners willing to accept the assignment agree to accept the Working Interest subject to such burdens.

ARTICLE 18

ABANDONMENT OF WELLS

18.1 Rights of Former Owners. If Working Interest Owners decide to permanently abandon any well completed in the Unitized Formation within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice of such fact to the Working Interest Owners of the Tract on which such well is located and said Working Interest Owners shall have the right and option for a period of sixty (60) days after receipt of such notice to notify Unit Operator of their election to take over and own said well and to deepen or plug back said well to a formation other than the Unitized Formation. Within sixty (60) days after said Working Interest Owners have so notified Unit Operator of their desire to take over such well, they shall pay the Unit Operator, for credit to the joint account of the Working Interest Owners, the amount as estimated and fixed by Working Interest Owners to be the net salvage value of the equipment in and on said well, except casing and other equipment originally contributed at no cost. The Working Interest Owners of the Tract, by taking over the well, agree to seal off the Unitized Formation in a manner satisfactory to Working Interest Owners, and upon abandonment to plug the well in compliance with all applicable laws and regulations.

18.2 Plugging. In the event 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 accordance with applicable laws, and regulations.

ARTICLE 19

EFFECTIVE DATE AND TERM

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

19.2 Term. This Agreement shall continue in full force and effect so long as the Unit Agreement remains in force and effect and thereafter until (a) all Unit wells have been abandoned and plugged or turned over to Working Interest Owners in accordance with Article 20 hereof, (b) all personal and real property acquired for the Joint Account of Working Interest Owners have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners, and (c) there has been a final accounting.

ARTICLE 20

ABANDONMENT OF OPERATIONS

20.1 Termination. Upon termination of the Unit Agreement, the following will occur:

20.1.1 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.

20.1.2 Right to Operate. Working Interest Owners of any Tract desiring to take over

and continue to operate a well or wells located thereon may do so by paying Unit Operator, for the credit of the joint account, the net salvage value, as determined by the Working Interest Owners, of the equipment in and on the well, except casing and other equipment originally contributed at no cost, and by agreeing to properly plug the well at such time as it is abandoned.

20.1.3 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 in compliance with applicable laws and regulations.

20.1.4 Cost of Abandonment. The cost of abandonment of Unit Operations shall be Unit Expense.

20.1.5 Distribution of Assets. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participations.

ARTICLE 21

LAWS, REGULATIONS AND CERTIFICATE OF COMPLIANCE

21.1 Laws and Regulations. This Agreement and operations hereunder are subject to all valid laws and valid rules, regulations and orders of all regulatory bodies having jurisdiction and to all other applicable federal, state, and local laws, ordinances, rules, regulations and orders; and any provision of this Agreement found to be contrary to or inconsistent with any such law, ordinance, rule, regulation or order shall be deemed modified accordingly.

21.2 Certificate of Compliance. In the performance of work under this Agreement, the parties agree to comply and Unit Operator shall require each independent contractor to comply with the provisions of Exhibit "F".

ARTICLE 22

EXCISE TAX PROVISIONS

22.1 Crude Oil Excise Tax. For the period during which excise taxes are payable under the Crude Oil Windfall Profit Tax Act of 1980 on any party's Unitized Substances, the first crude oil allocated to any Tract after distribution of any incremental tertiary crude as hereinafter provided shall be the tax tier type of crude oil actually produced or considered to have been produced from such Tract during the base period under I.R.C. regulations but not to exceed its Tract Participation share or the amount of such tax tier type of crude oil currently available. Any excess of a tax tier type of crude oil existing after the foregoing specific identification allocation shall be allocated to the remaining Tracts in the Unit which have an underallocation of crude oil in proportion to the amount of their relative underallocations of crude oil. Anything hereinabove notwithstanding, any incremental tertiary oil as defined under I.R.C. Section 4993 shall be allocated to each Tract in accordance with its Tract Participation prior to any other allocation of tax tier type of crude oil under this Article 22.1. In no case shall the sum of the different tax tier types of crude oil allocated to any Tract exceed the total amount of crude oil allocable under its Tract Participation.

22.2 Amendment By Working Interest Owners. This Article 22 may be amended or deleted by vote of the Working Interest Owners using the voting procedure set out in Article 4.3 of this Operating Agreement if in the opinion of the Working Interest Owners (a) application of Article 22 as written becomes unworkable or inequitable as a result of changes in laws or regulations of any governmental agency, or (b) amendment or deletion of this Article 22 is necessary to comply with applicable laws, rules, regulations or orders of any governmental agency having jurisdiction.

ARTICLE 23

GOVERNMENTAL REGULATIONS

23.1 Governmental Regulations. Working Interest Owners agree to release Unit Operator from any and all losses, damages,

injuries, claims and causes of action arising out of, incident to or resulting directly or indirectly from Unit Operator's interpretation or application of rules, rulings, regulations or orders of any governmental agency or predecessor agencies to the extent Unit Operator's interpretation or application of such rules, rulings, regulations or orders were made in good faith. Working Interest Owners further agree to reimburse Unit Operator for their proportionate share of any amounts Unit Operator may be required to refund, rebate or pay as a result of an incorrect interpretation or application of the above noted rules, rulings, regulations or orders, together with their proportionate part of interest and penalties owing by Unit Operator as a result of such incorrect interpretation or application of such rules, rulings, regulations or orders.

ARTICLE 24

COUNTERPART EXECUTION

24.1 Counterpart Execution. 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. Furthermore, this Agreement shall extend to and be binding on the parties hereto, their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated opposite their respective signatures.

GULF OIL CORPORATION *KTB*

By 
Attorney-in-Fact

Date of Execution:

June 22, 1984

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

The foregoing instrument was acknowledged before me this 22nd
day of June, 19 84, by L. A. Turner,
Attorney-in-Fact, for/of Gulf Oil Corporation
, a Pennsylvania corporation, on
behalf of said corporation.

My Commission Expires:

7-30-88

Carolyn D. Larson

EXHIBIT C
WORKING INTEREST OWNER SUMMARY
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

1

WORKING INTEREST OWNER	OLD TRACT	NEW TRACT	PERCENT UNIT OWNERSHIP
AMERADA HESS COMPANY	008	077	0.148770
	055	084	1.153271
-----			-----
AMERADA HESS COMPANY			1.302041
ARCOO PRODUCTION COMPANY	081	001	2.077190
	082	002	0.230352
	097	003	0.161889
	116	004	0.017721
	080	005	0.063690
	087	006	0.080786
	048	007	1.666127
	059	008	2.264863
	065	009	0.331526
	003	010	0.584461
	004	011	0.027077
	114	058	0.031885
	104	061	0.199372
	105	076	0.074180
	115	101	0.228542
-----			-----
ARCOO PRODUCTION COMPANY			8.039661
APOLLO OIL COMPANY	052	081	0.108586
ATLANTIC RICHFIELD COMPANY	081	001	2.077190
	082	002	0.230352
	097	003	0.161889
	116	004	0.017721
	080	005	0.063690
	087	006	0.080786
	048	007	1.666127
	059	008	2.264863
	065	009	0.331526
	043	027	2.680609
	042	028	0.934498
	046	043	0.634662
	049	044	0.063394
	028	045	0.238845
	072	046	0.135395
	106	047	0.132934
	062	049	0.751002
	023	050	0.050367
	019	059	0.882435
	036A	062	0.158116
	036B	064	0.067881
	002	066	0.512798
	026	068	0.220246
	045	075	0.693134
	105	076	0.087493
	009	078	0.055491
	053	082	0.250057
	054	083	0.192757
	066	087	3.457004
	077	092	0.050973
	084	096	0.363610
	098	099	0.173659
	099	100	0.026594
-----			-----
ATLANTIC RICHFIELD COMPANY			19.708098
COSS, KENNETH R.	052	081	0.217972
BRADY PRODUCTION	068	089	0.211657

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EXHIBIT C
WORKING INTEREST OWNER SUMMARY
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

2

WORKING INTEREST OWNER	OLD TRACT	NEW TRACT	PERCENT UNIT OWNERSHIP
BRUNO, EARL	078	093	0.118214
	079	094	0.091330
-----			-----
BRUNO, EARL			0.209544
CATRON W.I. ACCT.	045	044	0.063394
	028	045	0.238845
	072	046	0.135395
	106	047	0.132934
-----			-----
CATRON W.I. ACCT.			0.570568
CHEVRON, U.S.A., INC.	081	001	2.077190
	082	002	0.230352
	007	003	0.161889
	116	004	0.017721
	080	005	0.063690
	087	006	0.080786
	048	007	1.666127
	059	008	2.264863
	065	009	0.331526
-----			-----
CHEVRON, U.S.A., INC.			6.894144
CITIES SERVICE COMPANY	013	039	0.244360
	091	041	0.751093
-----			-----
CITIES SERVICE COMPANY			0.995453
CONOCO INC.	081	001	2.077190
	082	002	0.230352
	057	003	0.161889
	116	004	0.017721
	080	005	0.063690
	087	006	0.080786
	048	007	1.666127
	059	008	2.264863
	065	009	0.331526
	075	025	0.474353
	096	026	1.957890
-----			-----
CONOCO INC.			9.326387
CRILE, HERMAN R.	073	072	0.018325
	074	091	0.026231
-----			-----
CRILE, HERMAN R.			0.044556
DENNIS, ETHEL	031	055	0.013819
ELLISON, T. A.	031	055	0.013819
EXXON COMPANY U.S.A.	006	012	0.151224
	021	037	1.962315
	017	082	0.931331
	068	089	0.211657
	069	090	1.604876
-----			-----
EXXON COMPANY U.S.A.			4.861403
FIELDS, ELEFT JR.	024	063	0.058119

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EXHIBIT C
WORKING INTEREST OWNER SUMMARY
FURICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

3

WORKING INTEREST OWNER	OLD TRACT	NEW TRACT	PERCENT UNIT OWNERSHIP
GETTY OIL COMPANY	092	023	0.918559
	103	024	0.277424
	088	030	1.328423
	117	031	0.137520
	091	032	0.427150
	089	033	0.169794
	060	038	0.442503
	046	043	0.634662
	090	056	0.186322
	093	060	0.559636
	025	065	0.009005
	012	073	0.081241
	053	082	0.250057
	083	095	0.375553
	085	097	1.415360
	098	099	0.086860
	099	100	0.013302
-----			-----
GETTY OIL COMPANY			7.313371
GULF OIL CORPORATION	095	013	1.055350
	102	014	2.739613
	017	015	3.195507
	035	016	0.682139
	038	017	3.726787
	047	018	1.459570
	063	019	0.426101
	064	020	0.796347
	071	021	0.355963
	094	022	2.683321
	010	029	0.405359
	020	034	3.559765
	034	035	1.701394
	040	036	0.361025
	060	038	0.885006
	039	051	2.723870
	037	057	0.520475
	107	071	0.825987
	005	079	0.714308
	056	085	0.185457
	057	086	0.649681
	098	099	0.347319
	099	100	0.053189
-----			-----
GULF OIL CORPORATION			30.053533
HARTMAN, DOYLE	070	040	0.051033
	113	042	0.032484
-----			-----
HARTMAN, DOYLE			0.083517
HEADLEY, KENNETH	074	051	0.026231
HERDIN, JOHN H.	031	055	0.066329
HUBBOL, E.R.	024	063	0.004359
	118	063	0.000000
	007	074	0.004353
-----			-----
HUBBOL, E.R.			0.008712

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EXHIBIT C
WORKING INTEREST OWNER SUMMARY
FOLICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

4

WORKING INTEREST OWNER	OLD TRACT	NEW TRACT	PERCENT UNIT OWNERSHIP
HUDSON, E.R. & E.A.	024	063	0.024701
	118	063	0.000000
	007	074	0.024664
-----			-----
HUDSON, E.R. & E.A.			0.049365
KLEIN, H.	031	055	0.031783
KLEIN, S. H.	031	055	0.031783
KOCH EXPLORATION COMPANY	064	009	0.326589
LANDRETH PRODUCTION COMPANY	104	061	0.192552
	105	076	0.071642
-----			-----
LANDRETH PRODUCTION COMPANY			0.264194
MULTI-TEX COMPANIES	050	048	0.290369
PERDUE, W. L. EST.	064	009	0.017189
PFLUGER, CARL	070	040	0.025516
	113	042	0.032484
-----			-----
PFLUGER, CARL			0.058000
S & S ENGINEERING	052	081	0.108986
SHELLEY, JEANNE FIELDS	024	063	0.058119
SHELL OIL COMPANY	033	052	0.237670
	018	053	5.112412
	032	054	0.485839
	027	070	0.287522
	086	098	0.572268
-----			-----
SHELL OIL COMPANY			6.695711
SUN OIL COMPANY	060	038	0.442503
	051	080	0.498853
-----			-----
SUN OIL COMPANY			0.941356
TEXACO INC.	022	067	0.635532
TURNER, F.W. JR. EST.	024	063	0.087179
	118	063	0.000000
-----			-----
TURNER, F.W. JR. EST.			0.087179
TWO STATES OIL COMPANY	073	072	0.054974
	074	091	0.052462
-----			-----
TWO STATES OIL COMPANY			0.107436
WILKINS, BRUCE	031	055	0.063665
WISOR OIL COMPANY	074	091	0.104924
			=====
			100.000000

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Equal Opportunity and all orders, rules and regulations issued thereunder or amendments thereto. Contractor agrees to comply with Executive Order 11701 and Vietnam Veteran's Readjustment Act of 1974 and orders, rules, and regulations issued thereunder or amendments thereto. Contractor agrees to comply with Executive Orders 11458 and 11625 regarding Minority Business Enterprises and all orders, rules, and regulations issued thereunder or amendments thereto.

MINORITY BUSINESS ENTERPRISES AND
UTILIZATION OF SMALL BUSINESS CONCERNS
AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED
BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

Contractor agrees to comply with Executive Order 11625 regarding Minority Business Enterprises and all orders, rules and regulations issued thereunder or amendments thereto.

Applicable to all contracts of over \$10,000 not otherwise exempted:

(A) It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by any Federal agency.

(B) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this contract. The Contractor further agrees to cooperate in any studies or surveys that may be conducted by the Small Business Administration or the contracting agency which may be necessary to determine the extent of the Contractor's compliance with this clause.

(C) (1) The terms "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act and in relevant regulations promulgated pursuant thereto.

(2) The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(i) which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly owned business, at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

(ii) whose management and daily business operations are controlled by one or more of such individuals.

The contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

(D) Contractors acting in good faith may rely on written representations by their subcontractors as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

SMALL BUSINESS AND SMALL DISADVANTAGED
BUSINESS SUBCONTRACTING (OVER \$500,000 OR
\$1,000,000 FOR CONSTRUCTION OF ANY PUBLIC FACILITY)

Applicable to all contracts over \$500,000 or \$1,000,000 for construction of any public facility not otherwise exempted:

Pursuant to Temporary Regulation 50, Supplement 2(c) where applicable the contractor agrees to negotiate detailed subcontracting plan.

UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS

Applicable to all contracts over \$10,000 not otherwise exempted:

(A) It is the policy of the United States Government that women-owned businesses shall have the maximum practicable opportunity to participate in the

performance of contracts awarded by any Federal agency.

(B) The Contractor agrees to use his best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, a "woman-owned business" concern means a business that is at least 51% owned by a woman or women who also control and operate it. "Control" in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management. "Women" mean all women business owners.

WOMEN-OWNED BUSINESS CONCERNS SUBCONTRACTING PROGRAM

Applicable to all contracts over \$500,000 or \$1,000,000 for construction of any public facility not otherwise exempted:

(A) The Contractor agrees to establish and conduct a program which will enable women-owned business concerns to be considered fairly as subcontractors and suppliers under this contract. In this connection, the contractor shall:

1. Designate a liaison officer who will administer the Contractor's "Women-Owned Business Concerns Program".
2. Provide adequate and timely consideration of the potentialities of known women-owned business concerns in all "make-or-buy" decisions.
3. Develop a list of qualified bidders that are women-owned businesses and assure that known women-owned business concerns have an equitable opportunity to compete for subcontracts, particularly by making information on forthcoming opportunities available by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of women-owned business concerns.
4. Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of women-owned business concerns; (ii) awards to women-owned businesses on the source list by minority and non-minority women-owned business concerns; and (iii) specific efforts to identify and award contracts to women-owned business concerns.
5. Include the "Utilization of Women-Owned Business Concerns" clause in subcontracts which offer substantial subcontracting opportunities.
6. Cooperate in any studies and surveys of the Contractor's women-owned business concerns procedures and practices that the Contracting Officer may from time-to-time conduct.
7. Submit periodic reports of subcontracting to women-owned business concerns with respect to the records referred to in subparagraph 4 above, in such form and manner and at such time (not more often than quarterly) as the Contracting Officer may prescribe.

(B) The Contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 or \$1,000,000 in the case of contracts for the construction of any public facility and which offers substantial subcontracting possibilities, provisions which shall conform substantially to the language of this clause, including this paragraph B and to notify the Contracting Officer of the names of such subcontractors.

(C) The Contractor further agrees to require written certification by its subcontractors that they are bona fide women-owned and controlled business concerns in accordance with the definition of a women-owned business concern as set forth in the Utilization Clause 1(b) above at the time of submission of bids or proposals.

The aforementioned Contractor agrees that the provisions of this Certificate of Compliance are hereby incorporated in every nonexempt contract or purchase order between us currently in force or that may be issued during one year from the date of execution of the Operating Agreement.

EXHIBIT " G "

EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

GAS STORAGE AND BALANCING AGREEMENT

The parties to the Operating Agreement to which this agreement is attached own the working interests underlying the Unit Area covered by such agreement in accordance with the percentages of participation as set forth in Exhibit "B" to the Operating Agreement.

In accordance with the terms of the Operating Agreement, each party thereto has the right, subject to existing contracts, to take its share of the casinghead gas produced from the Unit Area and market the same. Existing casinghead contracts for the individual tracts shall remain in place and shall be the basis for settlement between the purchasers and the individual parties to this agreement. Settlement volumes will be based on the volume delivered to a purchaser and will be apportioned to the parties in the ratio that a single tract's unit participation bears to the sum of the unit participations of all tracts which are dedicated to that purchaser. In the event any of the parties hereto is not at any time taking or marketing its share of gas or has contracted to sell its share of gas produced from the Unit Area to a purchaser which does not at any time while this agreement is in effect take the full share of gas attributable to the interest of such party, the terms of this agreement shall automatically become effective.

During the period or periods when any party hereto has no market or fails to take its share of gas produced from any tract within the Unit Area, or its purchaser does not take its full share of gas produced from such tract, the other parties shall be entitled to take each month one hundred percent (100%) of the gas production assigned to such tract and shall be entitled to deliver to its or their purchaser all of such gas production.

On a cumulative basis, each purchaser and each party not taking its full share of the gas produced shall be credited with gas in storage equal to its full share of the gas produced under this agreement, less its share of gas used in lease operations, vented or lost, and less that portion such purchaser and such party took. The Operator will maintain current accounts of the gas balances between the various purchasers and between the various parties hereto, and will furnish all purchasers and parties hereto monthly statements showing the total quantity of gas produced, the amount used in lease operations, vented or lost, and the monthly and cumulative over and under account of each purchaser and party hereto. The Operator will, from time to time, adjust the volumes delivered to each purchaser so as to minimize the relative over/short positions of all purchasers and parties.

At all times while gas is produced from the Unit Area, each party hereto will make settlement with the respective royalty owners to whom they are each accountable, just as if each party were taking or delivering to a purchaser its share, and its share only, of total gas production exclusive of gas used in lease operations, vented or lost. Each party hereto agrees to hold each other party harmless from any and all claims for royalty payments asserted by royalty owners to whom each party is accountable. The term "royalty owner" shall include owners of royalty, overriding royalties, production payments, and similar interests.

After notice to the Operator, any party at any time may begin taking or delivering to its purchaser its full share of the gas produced from a tract under which it has gas in storage less such party's share of gas used in operations, vented or lost. In addition to such share, each party, including the Operator, until it has recovered its gas in storage and balanced the gas account as to its interest, shall

be entitled to take or deliver to its purchaser a share of gas determined by multiplying fifty percent (50%) of the interest in the current gas production of the party or parties without gas in storage by a fraction, the numerator of which is the interest in the tract or tracts of such party with gas in storage and the denominator of which is the total percentage interest in such tracts of all parties with gas in storage currently taking or delivering to a purchaser.

Each party taking or delivering gas to its purchaser shall pay any and all production taxes due on such gas.

Should production of gas from the Unit Area be permanently discontinued before the gas account is balanced, settlement will be made between the underproduced and overproduced parties. In making such settlement, the underproduced party or parties will be paid a sum of money, by the overproduced party or parties attributable to the overproduction which said overproduced party received, equal to the proceeds received less applicable taxes theretofore paid for the latest delivery of a volume of gas equal to that for which settlement is made.

Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred, as its share thereof is set forth in the Operating Agreement.

This agreement shall constitute a separate agreement as to each tract within the Unit Area and shall become effective in accordance with its terms and shall remain in force and effect as long as the Operating Agreement to which it is attached remains in effect, and shall inure to the benefit of and be binding upon the parties hereto, their successors, legal representatives and assigns.

EXHIBIT "B"
SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS INTERESTS
IN ACCORDANCE WITH THE PARTICIPATION FORMULA FOR THE UNITIZED FORMATION FOR THE
EUNICE MONUMENT SOUTH UNIT AREA
LEA COUNTY, NEW MEXICO
September 27, 1984

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
Federal Lands:								
1. Meyer "A-1" (was Tract 81)	R21S-R36E, N.M.P.M. Sec. 8: SW $\frac{1}{4}$ Sec. 17: SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 18: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	640.00	LC-031740-A HBP 2-19-31 Exchanged 2-1-51	U.S.A. Schedule "C"	A. E. Meyer	Atlantic Richfield Co. .92105 Helen L. Bedford .01842 Henry De Graffenreid Bedford .01842 Rachel Bedford Bowen .01842 Triton Oil & Gas Corp. .11513 Charles H. Coll .13239 Jon F. Coll .13239 James N. Coll .13241 Max W. Coll, II .13241 Etz Oil Properties, Inc. .17269 George H. Etz, Jr., Trustee of George H. Etz, Sr. Trust .17269 Ima Hays .30703 Kirby Exploration Co. .57422 Munro L. Lyeth and Patricia D. Lyeth, First of Denver A/C 11033-00-8 .4147 Ones Norman Kooney .4147 Ellis Rudy .00143 Alann P. Bedford, Trustee Alann P. Bedford Trust .01842 Southland Royalty Co. 1.38158	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	8.308758

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAL OF TRACT IN UNIT
2. Lockhart "A-18" (was Tract 82)	T21S-R36E, N.M.P.M. Sec. 18: Lots 3,4, E $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$	229.97	LC-032099-A HBP 6/23/31 Exchanged 6-1-51	U.S.A. Schedule "C"	Conoco Inc. Amoco Production Company Atlantic Rich- field Company Chevron U.S.A. Inc.	David M. Warren, Jr. 1.38158 Ellen Anne W. Williams .01842 Annabel Winningham .15354 The Wiser Oil Co..27631 Amax Petroleum Corp. .05555* Amoco Production Co. .66667* Betty B. Beare .00130* Beatrice Christman Bell Estate .00782* Cecil P. Bordages, II .07291* Joyce Bordages .07292* Boys Clubs of America .03333* Braille Institute of America Agency No. 631-00 .61727* Kathryn M. Byrd .00348* Jean K. Cline .00347* Richard L. Cline, Jr. .00347* Virginia M. Drake.00521* Elks Nat'l Fdn, New England Merchants Nat'l Bank, Boston .03333* Elliott Oil Company .16667* Etz Oil Properties, Inc. .25000* George H. Etz, Jr., Trustee George H. Etz, Sr. Trust .25000* First Nat'l Bank Denver, Trustee U/W of Josephine M. Smith, Dec'd .37292* Barbara Christman Farrell .00130* Dolores Gilmer Heirs .00390* Manufacturers Hanover Trust Co. Oil Successor Trustee	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.921406

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND
						U/A dated 4-30-56 as amended M/B and for Charles Gultman	
			.02777*			Daniel L. Gultman, Trustee	
			U/W of Max Gultman, Dec'd			.05556*	
			Betty Guttag			.02778*	
			Higgins Trust, Inc.			.33333*	
			Mary Jane Hyman			.02778*	
			Mary Jane Hyman, Ind.			Exrx. Est. of Jack F.	
			Hyman, Dec'd			.02778*	
			Burford I. King,			Trustee I	
			Patrick J. Leonard			.04167*	
			Robert J. Leonard.			.05556*	
			Timothy T. Leonard			.05555*	
			Mary J. & Art V. McKone,			JT	
			.04167*				
			Mobil Oil Corporation			.33333*	
			Mobil Oil Corp., Attn.			Crude Oil & Gas Liquids	
			Acctg. Sec.			.33333*	
			New Mexico Boys Ranch			Inc.	
			David M. Pedley			.03334*	
			John C. Pedley			.00556*	
			Lawrence L. Pedley			.00555*	
			T. A. Pedley, Jr.			.01666*	
			Mrs. Reede Christman			Ross	
			.00130*			Regents of Univ. of Colo.	
			.01389*			Regents of Univ. of NM	
			.03334*			Republic Nat'l Bank Dallas	
			Test. Trustee Selma E.			Andrews Tr. No. 5188-00	
			.71606*			Jackson L. Sadler.	
			.02778*			Shattuck-St. Mary's	
			Schools			.03333*	

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
3. Lockhart "B-14" (was Tract 97)	T21S-R36E, N.M.P.M. <u>Sec. 14: W$\frac{1}{2}$N$\frac{1}{2}$ E$\frac{1}{2}$S$\frac{1}{2}$</u>	320.00	LC-032099-B HBP 6/23/31 Exchanged 7/1/52	U.S.A. Schedule "D"	Conoco Inc. Amoco Production Company Atlantic Richfield Company Chevron U.S.A Inc.	Edith G. Socolow & A. Walter Socolow, Trustees U/A dated 11-24-76 .05556* Texaro Oil Company .01389*	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.647555
4. Lockhart "B-13" (was Tract 116)	T21S-R36E, N.M.P.M. <u>Sec. 13: NW/4 NW/4</u>	40.00	LC-032099-B HBP 6/23/31 Exchanged 7/1/52	U.S.A. Schedule "D"	Conoco Inc. Amoco Production Company Atlantic Richfield Company Chevron U.S.A. Inc.	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.070883
5. Meyer "B-18" (was Tract 80)	T21S-R36E, N.M.P.M. <u>Sec 18: Lots 1,2, E$\frac{1}{2}$NW$\frac{1}{4}$</u>	149.91	LC-031740-B HBP 10/26/34 Exchanged 10/1/54 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.254760
6. Meyer "B-17" (was Tract 87)	T21-T36E, NM.MP.M. <u>Sec. 17: E$\frac{1}{2}$SE$\frac{1}{4}$</u>	80.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	.323144

*By court decision, oil production ORRI is 6.90789% when average leasehold production per well is more than 15 BPD, and by agreement, ORRI on oil is 5% when average production per well per day is 15 bbls or less.

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7. Meyer "B-4" (was Tract 48)	T21S-R36E, N.M.P.M. Sec. 4: Lot 1,2,3,6, 7,8,9,10,11, 14,15,16, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	714.88	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	6.664506
8. Meyer "B-8" (was Tract 59)	T21S-R36E, N.M.P.M. Sec. 8: NW $\frac{1}{4}$	160.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	9.059453
9. Meyer "B-9" (was Tract 65)	T21S-R36E, N.M.P.M. Sec. 9: E $\frac{1}{2}$ W $\frac{1}{2}$	160.00	LC-031740-B HBP 10/26/34 Exchanged 10/1/54	U.S.A. Schedule "D"	Lois E. Meyer	None	Conoco Inc. 25% Amoco Production Company 25% Atlantic Richfield Company 25% Chevron U.S.A. Inc. 25%	1.326104
10. Gillyuly "A" (was Tract 3)	T20S-R36E, N.M.P.M. Sec. 25: W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$	120.00	LC-031736-A HBP 3/30/37 Exchanged 3/1/57	U.S.A. Schedule "C"	Amoco Production Company	Selma E. Andrews Trust #5188 2.68525 C. R. Brauchl 1 .01116 Roy P. and Doris M. Dolley .25000 Claradean Gallant.12500 Marvin G. Jenkins.25000 Leonard D. Keefer.37500 Julia H. Payne .01696 Julia H. Payne, individually and as Trustee u/w of Weston Payne .02768 Ethel R. Pease Trust and Ethel R. Pease, Trustee under Declaration of Trust dated 4/19/77 .25000 Union Texas Petroleum Corporation .32366 (When production is in excess of 15 BOPD, and .21580 when 15 BOPD or less) Elmer H. Wahl, Inc. .04465	Amoco Production Company 100%	.584461

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11. Gillyuly "B" Federal (was Tract 4)	T20S-R36E, N.M.P.M. Sec. 25: NW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	LC-031736-B HBP 3/30/37 Exchanged 3/1/57	U.S.A. Schedule "C"	Amoco Production Company	None	Amoco Production Company 100%	.027077
12. Fopeano Federal (was Tract 6)	T20S-R36E, N.M.P.M. Sec. 25: S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	LC-048741-A HBP 7/1/37 Renewal 7/1/77	U.S.A. Schedule "C"	Exxon Corporation	Robert M. Light Stanley W. Light E. W. Mendez George D. Riggs Neil T. Christensen Thayer P. Christensen Ronald K. DeFord Nellie P. Fopeano Ray Hobbs Bradley T. Light R.S. and J.W. Light Donald Light Kilgore	Exxon Corporation 100%	.151224

12 FEDERAL TRACTS TOTALING 2,734.76 ACRES OR 19.27% OF UNIT AREA

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STATE LANDS:								
13. J.F. Janda (NCT-C) (was Tract 95)	T21S-R36E, N.M.P.M. Sec. 15: SW $\frac{1}{2}$	160.00	B-229-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	1.055350
14. Arnot-Ramsay (NCT-C) (was Tract 102)	T21S-R36E, N.M.P.M. Sec. 21: NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$	440.00	B-229-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	2.739613
15. R.R. Bell (NCT- F) (was Tract 17)	T20S-R36E, N.M.P.M. Sec. 36: W $\frac{1}{2}$	320.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	3.195507
16. R.R. Bell (NCT- D) (was Tract 35)	T21S-R36E, N.M.P.M. Sec. 6: Lots 17, 18	70.37	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	.682139
17. R.R. Bell (NCT- B) (was Tract 38)	T21S-R36E, N.M.P.M. Sec. 6: E $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	3.726787
18. Bell-Ramsey (NCT- A) (was Tract 47)	T21S-R36E, N.M.P.M. Sec. 4: Lots 4, 5, 12, 13 W $\frac{1}{2}$ SW $\frac{1}{2}$	238.72	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	1.459570
19. R.R. Bell (NCT- A) (was Tract 63)	T21S-R36E, N.M.P.M. Sec. 8: S $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	.426101
20. Bell-Ramsey (NCT- A) (was Tract 64)	T21S-R36E, N.M.P.M. Sec. 9: W $\frac{1}{2}$ W $\frac{1}{2}$	160.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	.796347
21. R.R. Bell (NCT- E) (was Tract 71)	T21S-R36E, N.M.P.M. Sec. 11: N $\frac{1}{2}$ NW $\frac{1}{2}$	80.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	.355963
22. R.R. Bell (NCT- C) (was Tract 94)	T21S-R36E, N.M.P.M. Sec. 15: NW $\frac{1}{2}$	160.00	B-230-1 HBP 2/28/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation	2.683321
23. State "D" (was Tract 92)	T21S-R36E, N.M.P.M. Sec. 16: W $\frac{1}{2}$ SE $\frac{1}{2}$	80.00	B-1889-3 HBP 6/8/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company	.918559

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24. State "G" (was Tract 103)	<u>T21S-R36E, N.M.P.M. Sec. 21: SE$\frac{1}{2}$NE$\frac{1}{4}$</u>	40.00	B-1651-4 HBP 9/18/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.277424
25. State "D" Battery 2 (was Tract 75)	<u>T21S-R36E, N.M.P.M. Sec. 11: SW$\frac{1}{4}$</u>	160.00	B-1537 HBP 9/25/28	State of New Mexico 12 $\frac{1}{2}$	Conoco Inc.	None	Conoco Inc. 100%	.474353
26. State "D" (was Tract 96)	<u>T21S-R36E, N.M.P.M. Sec. 15: E$\frac{1}{2}$</u>	320.00	B-1537 HBP 9/25/28	State of New Mexico 12 $\frac{1}{2}$	Conoco Inc.	None	Conoco Inc. 100%	1.957890
27. State "E" (was Tract 43)	<u>T21S-R36E, N.M.P.M. Sec. 5: N$\frac{1}{2}$SW$\frac{1}{4}$</u>	80.00	B-1940-2 HBP 10/1/28	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	2.680609
28. State "H" (was Tract 42)	<u>T21S-R36E, N.M.P.M. Sec. 5: Lots 9,10, 15, 16</u>	160.00	B-2139-3 HBP 10/5/28	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	.934498
29. Sunshine (was Tract 10)	<u>T20S-R37E, N.M.P.M. Sec. 30: Lot 4, E$\frac{1}{2}$SW$\frac{1}{4}$</u>	119.69	B-2194-3 HBP 10/26/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.405359
30. Skelly"B" State (was Tract 88)	<u>T21S-R36E, N.M.P.M. Sec. 16: NW$\frac{1}{4}$, NE$\frac{1}{2}$NE$\frac{1}{4}$</u>	200.00	B-1327 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Co. Company 100%	1.328423
31. Mexico "V" (was Tract 117)	<u>T21S-R36E, N.M.P.M. Sec. 16: SW$\frac{1}{2}$NE$\frac{1}{4}$</u>	40.00	B-1327 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.137520
32. Skelly "H" State (was Tract 1)	<u>T20S-R36E, N.M.P.M. Sec. 25: W$\frac{1}{2}$NW$\frac{1}{4}$</u>	80.00	B-1328 HBP 11/2/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.427150
33. State "AW" (was Tract 89)	<u>T21S-R36E, N.M.P.M. Sec. 16: NE$\frac{1}{2}$NE$\frac{1}{4}$</u>	40.00	B-1566-2 HBP 11/20/28	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Company	None	Getty Oil Company 100%	.169794
34. H. T. Orcutt (NCT-C) (was Tract 20)	<u>T20S-R36E, N.M.P.M. Sec. 36: S$\frac{1}{2}$SE$\frac{1}{4}$ T21S-R36E, N.M.P.M. Sec. 6: Lots 1,2,3, 6,7,8</u>	316.45	B-244-1 HBP 11/22/28	State of New Mexico 12 $\frac{1}{2}$	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	3.559765

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35. H. T. Orcutt (NCT-A) (was Tract 34)	T21S-R36E, N.M.P.M. Sec. 5: Lots 11, 12, 13, 14 Sec. 6: Lots 15, 16	240.00	B-244-1 HBP 11/22/28	State of New Mexico 12%	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	1.701394
36. H. T. Orcutt (NCT-B) (was Tract 40)	T21S-R36E, N.M.P.M. Sec. 5: Lots 7, 8	80.00	B-244-1 HBP 11-22-28	State of New Mexico 12%	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.361025
37. Aggies State (was Tract 21)	T20S-R37E, N.M.P.M. Sec. 31: Lots, 1, 2, 3, 4 E $\frac{1}{2}$ W $\frac{1}{2}$, NE $\frac{1}{4}$	479.48	B-935 HBP 11-22-28	State of New Mexico 12%	Exxon Corporation	None	Exxon Corporation 100%	1.962315
38. State "A" (was Tract 60)	T21S-R36E, N.M.P.M. Sec. 8: NE $\frac{1}{4}$	160.00	A-1350-7 HBP 11/26/28	State of New Mexico 12%	Gulf Oil Corporation Getty Oil Company Sun Exploration and Production Company	None	Gulf Oil Corporation 50% Getty Oil Company 25% Sun Exploration and Production Company 25%	1.770012
39. State "F" (was Tract 13)	T20S-R37E, N.M.P.M. Sec. 30: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00	B-1481-15 HBP 11/26/28	State of New Mexico 12%	Cities Service Oil & Gas Corporation	None	Cities Service Oil & Gas Corporation 100%	.244360
40. Rasmussen State (was Tract 70)	T21S-R36E, N.M.P.M. Sec. 2: SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	B-1481-15 HBP 11/26/28	State of New Mexico 12%	Cities Service Oil & Gas Corporation	Pinto Exploration Company .84875	Doyle Hartman 66.6666% Carl Pfluger 33.3333%	.076549
41. State "C" (was Tract 91)	T21S-R36E, N.M.P.M. Sec. 16: SW $\frac{1}{4}$	160.00	B-1481-15 HBP 11/26/28	State of New Mexico 12%	Cities Service Oil & Gas Corporation	None	Cities Service Oil & Gas Corporation 100%	.751093
42. State "C" (was Tract 113)	T21S-R36E, N.M.P.M. Sec. 2: SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	B-1481-15 HBP 11/26/28	State of New Mexico 12%	Cities Service Oil & Gas Corporation	None	Doyle Hartman 50% Carl Pfluger 50%	.064967
43. State "C" (was Tract 46)	T21S-R36E, N.M.P.M. Sec. 5: SE $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-1673-6 HBP 11/30/28	State of New Mexico 12%	Atlantic Richfield Co. Getty Oil Co.	None	Atlantic Richfield Company 50% Getty Oil Co. 50%	1.269324
44. State "L" (was Tract 49)	T21S-R36E, N.M.P.M. Sec. 3: Lots 3, 4	75.59	A-1375-17 HBP 12/5/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Company 50% Catron W.I. 50%	.126788

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45. State "U" Battery 2 (was Tract 28)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 6: Lots 4,5,</u>	68.38	A-1375-17 HBP 12/5/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. Catron W.I. 50%	.477689
46. State "U" - Battery 3 (was Tract 72)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 11: SW$\frac{1}{2}$NW$\frac{1}{2}$</u>	40.00	A-1375-17 HBP 12/5/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. Catron W.I. 50%	.270790
47. State "U" - Battery 4 (was Tract 106)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 22: SE$\frac{1}{2}$NW$\frac{1}{2}$</u>	40.00	A-1375-17 HBP 12/5/28	State of New Mexico 12%	Atlantic Richfield Company	None	Atlantic Richfield Company Catron W.I. 50%	.265867
48. Wallace State (was Tract 50)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 3: Lots 5,6,</u> <u>11,12,13,14</u>	240.00	A-1375-36 HBP 12/5/28	State of New Mexico 12%	Thomas B. Catron, III and John S. Catron	Thomas B. Catron, III and John S. Catron 12.5%	Me-Tex Companies 87.5% Thomas B. Catron, III and John S. Catron 6.5% Thomas B. Catron, III Trustee U/W/O Sue C. Bergere 6.5%	.290369
49. State "U" (was Tract 62)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 8: N$\frac{1}{2}$SE$\frac{1}{2}$</u>	80.00	B-452-1 HBP 12/5/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.751002
50. State "O" (was Tract 23)	<u>T20S-R37E, N.M.P.M.</u> <u>Sec. 32: W$\frac{1}{2}$NW$\frac{1}{2}$</u>	80.00	B-2288-3 HBP 12/13/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.050367
51. Healsey State (was Tract 39)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 5: Lots 1,2,3,</u> <u>4,5,6</u>	236.76	B-1641-4 HBP 12/17/28	State of New Mexico 12%	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	2.723870
52. State "F" (was Tract 33)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 6: Lots 13,14</u>	75.17	B-1398-27 HBP 12/26/28	State of New Mexico 12%	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	Shell Western Exploration & Production, Inc. 100%	.237670
53. State "K" (was Tract 18)	<u>T20S-R36E, N.M.P.M.</u> <u>Sec. 36: NE$\frac{1}{2}$</u>	160.00	B-1398-28 HBP 12/26/28	State of New Mexico 12%	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	Shell Western Exploration & Production, Inc. 100%	5.112412
54. State "E" (was Tract 32)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 6: Lots 9,10</u>	80.00	B-1399-15 HBP 12/26/28	State of New Mexico 12%	Shell Western Exploration & Production, Inc.	None	Shell Western Exploration & Production, Inc.	.485839

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55. State "G" (was Tract 31)	T21S-R36E, N.M.P.M. Sec. 6: Lots 11, 12	75.15	B-1400-13 HBP 12/26/28	State of New Mexico 12½	Shell Western Exploration & Production, Inc. and El Paso Natural Gas Co.	None	John H. Hendrix 30% Bruce A. Wilbanks 28.75% Michael Klein 14.375% Suzanne H. Klein 14.375% Thomas W. Ellison 6.25% Mrs. Ethel T. Dennis 6.25%	.221097
56. State "AX" (was Tract 90)	T21S-R36E, N.M.P.M. Sec. 16: SE¼NE¼	40.00	B-1616-7 HBP 12/27/28	State of New Mexico 12½	Getty Oil Company	None	Getty Oil Co. 100%	.186322
57. Graham State (NCT-"E") (was Tract 37)	T21S-R36E, N.M.P.M. Sec. 6: W½SE¼	80.00	A-1543-1 HBP 12/29/28	State of New Mexico 12½	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.520475
58. State "C" Tract 11 (was Tract 114)	T21S-R36E, N.M.P.M. Sec. 2: S½SE¼	80.00	B-1557 HBP 12/29/28	State of New Mexico 12½	Amoco Production Company	None	Amoco Production Company 100%	.031885
59. State "M" (was Tract 19)	T20S-R36E, N.M.P.M. Sec. 36: N½SE¼	80.00	B-1674-1 HBP 12/31/28	State of New Mexico 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.882435
60. State "E" (was Tract 93)	T21S-R36E, N.M.P.M. Sec. 16: E½SE¼	80.00	B-2330-4 HBP 12/31/28	State of New Mexico 12½	Getty Oil Co.	None	Getty Oil Co. 100%	.559636
61. State "I" (was Tract 104)	T21S-R36E, N.M.P.M. Sec. 22: N½NW¼	80.00	A-1573-5 HBP 1/3/29	State of New Mexico 12½	Amoco Production Company	First National Bank of Midland, Trustee of the Dorothy Louise Henderson Trust No. 862 .13021 First National Bank of Midland, Independent Executor of the Estate of A.N. Hendrickson Trust No. 1851 First National Bank of Midland Trustee of the Jeanne Edna Hunt Trust No. 863 .13021	Amoco Production Company 50.87% Landreth Production Corporation (carried working interest) 49.13%	.391924

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIP OF TRACT IN UN
62. State "K" (was Tract 36)	T21S-R36E, N.M.P.M. Sec. 6: SE $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	B-1936-8 HBP 1/11/29	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.158116
63. Turner State	T20S-R37E, N.M.P.M. Sec. 32: E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$	160.00	B-1463-3 HBP 1/11/29	State of New Mexico 12%	Bert Fields, Jr.	First Hutchings-Sealy National Bank of Galveston .285	F. W. Turner, Jr. Estate Bert Fields, Jr. 25% J. F. Shelby Estate 25% W. A. and E. R. Hudson 10.625% E. R. Hudson, Agent 1.875%	.232476*

First National Bank of
Midland, Trustee of the
Patricia Olson Trust No.
2090-12 .01953
First National Bank of
Midland, Trustee of the
Deborah K. Thompson Trust
No. 2094-12 .01953
First National Bank of
Midland, Trustee of the
Donald Thompson Trust No.
2091-12 .01953
First National Bank of
Midland, Trustee of the
Franklin G. Thompson Trust
No. 1981-12, .09766
First National Bank of
Midland, Trustee of the
Franklin Thompson, Jr.
Trust No. 2093-12 .01953
First National Bank of
Midland, Trustee of the
Thomas Thompson Trust
No. 2092-12 .01953
First National Bank of
Midland, trustee of
the Sadie Watson Trust
No. 1406 .39063
First National Bank of
Midland, Trustee of the
Sadie Watson Trust No.
No. 1407 .39062
Martin H. Thompson .19531
Helen Joy Smith .13021

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPANT OF TRACT IN UNIT
(A) (Was Tract 24) Sec. 32: E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{2}$ NE $\frac{1}{4}$ (120.00)								
							% of Tract Participation: F.W. Turner, Jr. Estate 32.1429%* Bert Fields, Jr. 28.5714%* J.F. Shelby Estate 28.5714%* W.A. and E.R. Hudson 9.1071%* F.R. Hudson Agent 1.6072%*	*(.203418)
(B) (Was Tract 118) Sec. 32: NW $\frac{1}{2}$ NE $\frac{1}{4}$ (40.00)								
64. State "K" (was Tract 36)	T21S-R36E, N.M.P.M. Sec. 6: NE $\frac{1}{2}$ SW $\frac{1}{4}$	40.00	B-2352-2 HBP 1/11/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Fred Turner, Jr. Estate 75.00%* W.A. and E.R. Hudson 21.25%* E.R. Hudson, Agent 3.75%*	.067881
65. State "AY" (was Tract 25)	T20S-R37E, N.M.P.M. Sec. 32: E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	B-2366-8 HBP 1/11/29	State of New Mexico 12 $\frac{1}{2}$	Getty Oil Co.	None	Getty Oil Co. 100%	.009005
66. State "P" (was Tract 2)	T20S-R36E, N.M.P.M. Sec. 25: E $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	B-1671-1 HBP 1/14/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.512798
67. State "H"(NCT-1) (was Tract 22)	T20S-R37E, N.M.P.M. Sec. 31: SE $\frac{1}{4}$	160.00	B-160-1 HBP 1/15/29	State of New Mexico 12 $\frac{1}{2}$	Texaco Inc.	None	Texaco Inc. 100%	.635532
68. State "196" (was Tract 26)	T20S-R37E, N.M.P.M. Sec. 32: W $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	B-2406-1 HBP 1/15/29	State of New Mexico 12 $\frac{1}{2}$	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.220246
69. State "A" (was Tract 44)	T21S-R36E, N.M.P.M. Sec. 5: N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-2456-10 HBP 2/26/29	State of New Mexico 12 $\frac{1}{2}$	Koch Industries Inc.	Stephen L. Chandler 14.0625% Wells Fargo Bank, Tr. FBO Tupper Ansel Blake 14.0625% Smiser Investment Co.	Koch Exploration Co. 95% First National Bank Wichita, Trustee U/W of William E. Perdew 5%	.343778

*(.029058)

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	SERIAL NO. AND EFFECTIVE DATE	BASIC ROYALTY OWNER AND PERCENTAGE	LESSEE OF RECORD	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTIAL OF THE IN T
70. State "J" (was Tract 27)	T20S-R37E, N.M.P.M. Sec. 32: SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$	240.00	B-1167-49 HBP 9/15/32	State of New Mexico 12%	El Paso Natural Gas Company and Shell Western Exploration and Production, Inc.	None 9.375%	Shell Western Exploration and Production, Inc. 100%	.287522
71. Harry Leonard (NCT-A) (was Tract 107)	T21S-R36E, N.M.P.M. Sec. 22: NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	320.00	B-1732-1 HBP 2/28/33	State of New Mexico 12%	Gulf Oil Corporation	None	Gulf Oil Corporation 100%	.825987
72. State "B" (was Tract 73)	T21S-R36E, N.M.P.M. Sec. 11: SE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	B-2527-12 HBP 2/10/34	State of New Mexico 12%	Two States Oil Company	None	Two States Oil Company 81.25% The Herman R. Grile Sr. Revoc- able Trust dated 9-28-76 18.75%	.073299
73. Skelly "G" (was Tract 12)	T20S-R37E, N.M.P.M. Sec. 30: NW $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	B-2690 HBP 4/2/34	State of New Mexico 12%	Getty Oil Company	None	Getty Oil Co. 100%	.081241
74. Phillips (was Tract 7)	T20S-R37E, N.M.P.M. Sec. 30: NE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	80.00	B-2736-9 HBP 4/10/34	State of New Mexico 12%	Wm. A. and Edward R. Hudson	William A. Hudson .072917 B.D. and Edward R. Hudson .145833	W.A. and E.R. Hudson 85% E.R. Hudson, Agent 15%	.029017
75. State "G" (was Tract 45)	T21S-R36E, N.M.P.M. Sec. 5: S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00	B-3114-3 HBP 9/24/34	State of New Mexico 12%	Atlantic Richfield Co.	Bradley Resources Corp. 5.46870	Atlantic Richfield Company 100%	.693134
76. State "J" (was Tract 105)	T21S-R36E, N.M.P.M. Sec. 22: SW $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	B-3114-4 HBP 9/24/34	State of New Mexico 12%	Amoco Production Co.	None	Atlantic Richfield Company 37.5% Amoco Production Co. 31.794% Landreth Production Corporation (carried working interest) 30.706%	.233315
77. State "H" (was Tract 8)	T20S-R37E, N.M.P.M. Sec. 30: Lot 2, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$	159.47	B-3423-1 HBP 10/29/34	State of New Mexico 12%	Amarada Hess Corporation	None	Amerada Hess Corporation 100%	.148770
78. State "I93" (was Tract 9)	T20S-R37E, N.M.P.M. Sec. 30: Lot 3	39.57	B-3798-1 HBP 4/22/35	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Company 100%	.055491
66 STATE TRACTS	TOTALING	8,274.80	ACRES	OR 58.32% OF UNIT AREA				

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTIAL OWNERSHIP
PATENTED LANDS:							
79. White (NCT-A) (was Tract 5)	T20S-R36E, N.M.P.M., Sec. 25: E $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$, SE $\frac{1}{4}$	240.00	HBP	See "A" and "B" below	None	Gulf Oil Corporation 100%	.714
A.	Sec. 25: W $\frac{1}{2}$ SE $\frac{1}{4}$	(80.00)		Texaro .19530 Elmer H. Wahl .07810 Marguerite H. Pettway .19530 Susan Trimble Eubank .19530 Gean Trimble Heidmann .19540 John R. Hudspeth .19530 Union Texas Petroleum 1.17190 James Seth .39060 Oliver Seth .39060 Burford I. King, Trustee .58590 W. W. White, First National Bank of Denver, Lawrence W. White, Trust 7.81250 Weston Payne Trust .04842 Julia H. Payne .02968 Ruth G. Pickens Grandchildrens Joint Venture .78130 Sun Exploration & Production .23440			(.127
B.	Sec. 25: E $\frac{1}{2}$ E $\frac{1}{2}$	(160.00)		Marguerite H. Pettway .19530 Susan Trimble Eubank .19530 Gean Trimble Heidmann .19530 John R. Hudspeth .19530 James Seth .39060 Oliver Seth .39060 W. W. White and The Merchants National Bank of Cedar Rapids, Iowa 3.64586 W. W. White 3.64584 First National Bank of Denver Lawrence W. White Family Trust 1.82290 Henry Vandenburg, Trustee U/W/O Virgil White 1.82300			(.587
80. Akens (was Tract 51)	T21S-R36E, N.M.P.M., Sec. 3: SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	280.00	HBP	See "A" and "B" below	None	Sun Exploration and Production Company 100%	.498
A.	Sec. 3: SE $\frac{1}{4}$	(160.00)		Atlantic Richfield Company 2.083400 Marjorie Cone Kastman .253900			*(.2

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAL OF TRACT IN UNIT
				S. E. Cone, Jr.	.253900			
				Wilma Leigh Sparks	.270840			
				Clovilla Martin	.270840			
				Janie Walde Dean	.270840			
				Hafford Akens	.270840			
				Rowland Akens	.270840			
				Tortuga Oil & Gas, Inc.	.013100			
				Grace M. Larson	.000500			
				Katherine Cone Keck	.253900			
				John R. Royall Tr. U/W of				
				Fannie May Royall, Dec'd	.001734			
				N. R. Royall, III Tr. U/W of				
				Fannie May Royall, Dec'd.	.001733			
				Tucker K. Royall Tr. U/W of				
				Fannie May Royall, Dec'd.	.001733			
				Liston Archer	.020900			
				David A. Bower, Agent	.046200			
				Jo Layne Antry	.156200			
				Penn Brothers, Inc.	.356500			
				J. R. Bower, Jr.	.135800			
				Est. of O. L. Coleman, Dec'd.				
				c/o Emma Liston Archer Trst.	.395800			
				American State Bank, TTEE of				
				James Robert Nislar Tr.	.048825			
				American State Bank, TTEE of	.048825			
				O. L. Nislar, Jr. Tr.	.097650			
				Ora Lee Nislar	.097650			
				First National Bank and Vena				
				H. Long, Ind. Exec. est. of				
				F. O. Long, Dec'd.	.001000			
				No. 222-05963				
				Mobil-G. C. Corporation	1.562500			
				Eunice Cone Gibson	.117200			
				Everett R. Jones, Jr.	.015400			
				Charles W. Grimes, II and				
				Philo W. Grimes, TTEE of the	.302800			
				C. W. Grimes Trust	.302800			
				Mrs. Exor Megan, Gdn of Est.				
				of Maude Eagle Pfouts NCM	.000500			
				Mobil Oil Corporation	3.12500			
				Nancy Eliz. Penson	1.069700			
				Petrust Corp. of America				

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDE ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND
				James E. Wallace, Ind. Exec. of Est. of Paul H. Pewett		
				.166700		
				Mrs. Mary Vern Ransom		
				.208300		
				Francis K. Royall		
				.003100		
				John R. Royall Trustee U/W of		
				N. R. Royall, Jr. Dec'd.		
				.000700		
				N. R. Royall, III Trustee U/W		
				of N. R. Royall, Jr. Dec'd.		
				.000700		
				Tucker K. Royall, Trustee U/W		
				of N. R. Royall, Jr. Dec'd.		
				.000700		
				Jack L. Hart		
				.001800		
				Georgia A. Stieren Ind. Exec.		
				of Est. of Jack Stieren, Dec'd.		
				.015200		
				W. E. F. Holding Inc. c/o		
				Chemical Bank Acct. No.		
				092-016073		
				.041600		
				Nora Walker		
				.000500		
				J. H. Williams		
				.195300		
				Atlantic Richfield Company		
				2.083400		
				Marjorie Cone Kastman		
				.253900		
				S. E. Cone, Jr.		
				.253900		
				Abraham Abramson Est.		
				.133900		
				Tortuga Oil & Gas, Inc.		
				.013100		
				Grace M. Larson		
				.000500		
				Katherine Cone Keck		
				.253900		
				John R. Royall Tr. U/W of		
				Fannie May Royall Dec'd.		
				.001734		
				N. R. Royall III Tr. U/W of		
				Fannie May Royall Dec'd.		
				.001733		
				Tucker K. Royall Tr. U/W of		
				Fannie May Royall Dec'd.		
				.001733		
				Liston Archer		
				.020900		
				David A. Bower, Agent		
				.046200		
				Jo Layne Antry		
				.156200		
				Penn Brothers, Inc.		
				.356500		
				J. R. Bower, JR.		
				.135800		
				Rosemann Mahoney		
				.025100		
				Rosemann Mahoney, Exec. of the		

B. Sec. 3: N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$; SE $\frac{1}{4}$ S $\frac{1}{2}$ W $\frac{1}{2}$ (120.00)

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAL OF TRACT IN UNIT
				est. of Nellie P. Hyland, Dec'd. .000000 Rita S. Holch .167400 Charles H. Sanford, Jr..167400 James D. Corbett .056800 John L. Frothingham .334800 Rhea S. Greenwood .167500 Albert Muldavin .133900 Charles Spencer Sarnoff.167400 Est. of O. L. Coleman Dec'd c/o Emma Liston Archer Trst. .395800 American State Bank, TTEE of James Robert Nislar Tr. .048825 American State Bank, TTEE of O. L. Nislar, Jr. Tr. .048825 Ora Lee Nislar .097650 First National Bank and Vena H. Long, Ind, Exec. est. of F. O. Long, Dec'd. .001000 Mobil-G. C. Corporation 1.562500 Eunice Cone Gibson .117200 Everett R. Jones, Jr. .015400 Charles W. Grimes, II and Philo W. Grimes, TTEE of the C. W. Grimes Trust .302800 Mrs. Exor Megan, Gdn. of Est. of Maude Eagle Pfouts NCM .000500 Mobil Oil Corporation 3.125000 Nancy Eliz. Penson 1.069700 Petrust Corp. of America .166700 James E. Wallace, Ind. Exec. of Est. of Paul H. Pewett .146500 Mrs. Mary Vern Ransom .208300 Francis K. Royall .003100 John R. Royall Trustee U/W of N. R. Royall, Jr. Dec'd. .000700 N. R. Royall, III Trustee U/W of N. R. Royall, Jr. Dec'd. .000700 Tucker K. Royall, Trustee U/W of N. R. Royall, Jr. Dec'd.			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
81. Akens (was Tract 52)	T21S-R36E, N.M.P.M. Sec. 3: SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00	HBP	<p> Jack L. Hart .000700 Georgia A. Stieren Ind. Execc. .001800 of Est. of Jack Stieren, Dec'd. .015200 W. E. F. Holding Inc. c/o Chemical Bank Acct. No. .041600 092-016073 .000500 Nora Walker .000500 J. H. Williams .195300 </p> <p> Sun Exploration & Production Company 1.171870 Abraham Abramson Est. .468750 Allis Varga Corbett .029300 Jo Layne Antly .078120 David Armstrong Bower, Indiv. and as Agent .023120 Getty Oil Company 1.171870 Tortuga Oil and Gas, Inc. .001630 Tortuga Oil and Gas, Inc. .003270 Tortuga Oil and Gas, Inc. .001640 James E. Wallace, Indep. Exec. of Est. of Paul H. Pewlitt .146480 Penn Brothers, Inc. .178250 Rosemann Mahoney, Exrx. of Est. of Nelle P. Hyland .087890 J. R. Bower, Jr. .067860 Marjorie Cone Kastman .253900 Petrust Corp. of America.083330 Petroleum Landowners Corp., Ltd. .703120 Mary Vern Ransom .104170 WEF Holding Incorporated.020830 Emma Liston Archer, Trustee U/W of O. L. Coleman .197920 James D. Corbett .091150 Eunice Cone Gibson .117190 Everett R. Jones, Jr. .003850 Everett R. Jones, Jr. .003860 Nancy Elizabeth Penson .534860 John R. Royall, Trustee of the John R. Royall Trust, U/W of N. R. Royall, Jr. .000349 Liston Archer .010430 Atlantic Richfield Company </p>	None	<p>Kenneth R. Boss</p> <p>Apollo Oil Company S&S Engineering</p>

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
				Atlantic Richfield Company			
				.833340			
				S. E. Cone, Jr.			
				.208330			
				.253910			
				John L. Frothingham			
				1.171880			
				Rhea S. Greenwood			
				.585940			
				Carl E. Holch & Rita S. Holch			
				.585935			
				Katherine Adeline Cone Keck			
				.253910			
				Grace M. Larson			
				.000260			
				Philo W. Grimes and Charles W.			
				Grimes, II, Trustees of the			
				C. W. Grimes Trust			
				.224610			
				Mobil Producing Texas and New			
				Mexico			
				.781250			
				Albert Muldavin			
				.468750			
				Ora Lee Nislar			
				.097660			
				American State Bank, Trustee			
				of O. L. Nislar, Jr. Trust			
				.048830			
				American State Bank, Trustee			
				of James Robert Nislar Trust			
				.048830			
				Mrs. Frances K. Royall			
				.000520			
				Mrs. Frances K. Royall			
				.001045			
				Jack Hart			
				.001400			
				Jack Hart			
				.000260			
				John R. Royall and Tucker R.			
				Royall, Ind. Exec. of Est. of			
				Fannie May Royall			
				.002610			
				John R. Royall, Trustee of the			
				N. R. Royall, III Trust			
				.000348			
				John R. Royall, Trustee of the			
				Tucker K. Royall Trust U/W of			
				N. R. Royall, Jr.			
				.000348			
				Charles H. Sanford, Jr. and			
				Virginia L. Sanford			
				.585935			
				Charles Spencer Sarnoff			
				.585930			
				Georgia Ann Stieren, Indep.			
				Exrx of Est. of Jack Stieren			
				.007590			
				Nora Walker			
				.000260			
				Elizabeth G. Williams, Personal			
				Representative of Est. of			
				J. H. Williams			
				.195310			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND
84. Houston (was Tract 55)	T21S-R36E, N.M.P.M. Sec. 7: NE 4	160.00	HBP	<p>Nat'l Bank, Trustees of the Joe and Jessie Crump Fund Acct. 2312 .39063 Jacqueline Brin Goldberg.03256 Morris & Fay C. Gottesman .06510</p> <p>Daniel L. Gutman, Trustee u/w/o Max Gutman .06510 Audrey F. Houston 1.56250 Audrey F. Houston, Admx. of H. L. Houston Estate 1.56250 Mary Jane Hyman .03255 Mary Jane Hyman, Trustee u/w/o Jack F. Hyman .03255 Nathan Kalvin/B. I. King .04883 Midwest Oil Corp. 1.17188 Edith Fabyn Read, Alexander Duncan Read, and Howard F. Cox, Trustees u/w/o William A. Read .39062</p> <p>Archbishopric of New York 2.29688 Edith G. Socolow and A. Walter Socolow .06510 Texaro Oil Company .01628 William B. Watson, Agent and Attorney-in-Fact .43750</p> <p>Amoco Production Co. 1.17188 Atlantic Richfield Company 3.51563</p> <p>Archbishopric of New York 2.29687 Bradley Resources Corp. .39063 Jenson Western Title & Royalty Corp., c/o Bank of America, Acct. 0395307791 .39063 Royal H. Brin, Jr. .03255 Jessie Blevins Crump and RepublicBank First Nat'l Midland, Co-Trustees, Trust No. 1069 .39063 Jessie B. Crump, David C. Blevins and Fort Worth Nat'l Bank, Trustees u/w/o Jones Lester Crump .39062 Jacqueline Brin Goldberg.03255 Fay Combel Gottesman .06510 Daniel L. Gutman, Trustee u/w/o</p>	None	Amerada H Corporat

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
85. Mollie Campbell (was Tract 56)	T21S-R36E, N.M.P.M. Sec. 7: Lots 3,4, E $\frac{1}{2}$ SW $\frac{1}{4}$	150.01	HBP	<p>Max Gutman .06510</p> <p>Mrs. A. F. Houston, Indiv. and as Com. Admx. of Estate of H. L. Houston 3.12500</p> <p>Mary Jane Hyman .03255</p> <p>Mary Jane Hyman, Trustee u/w/o Jack F. Hyman .03255</p> <p>Burford I. King, Trustee No. 1 .04883</p> <p>Edith C. Socolow and A. Walter Socolow .06510</p> <p>Texaro Oil Company .01627</p> <p>William B. Watson, Agent and Attorney-in-Fact .43751</p> <p>Home Stake Royalty Corporation .02062</p> <p>Robert A. Venable, Testa- mentary Executor of Estate R. H. Venable .19530</p> <p>Atlantic Richfield Co. 4.23180</p> <p>Home Stake Oil & Gas Co. .02062</p> <p>Texaro Oil Company .08600</p> <p>Ashland Exploration, Inc. .78130</p> <p>Emma Liston Archer, Trustee of Est. of O. L. Coleman .37110</p> <p>Royal H. Brin, Jr. .03260</p> <p>Mollie A. Campbell .44640</p> <p>Jacqueline Brin Goldberg .03260</p> <p>Clem Ronald Hooper .22320</p> <p>Audrey F. Houston .89290</p> <p>Myrtle Pevehouse .11160</p> <p>Mary Vern Ransom .39060</p> <p>Wm. A. Read, Est. .39060</p> <p>Lois Cone Tekell .11160</p> <p>The Wiser Oil Company .39060</p> <p>Eunice Cone Gibson .44640</p> <p>Rachel Louise Warner .11720</p> <p>Mary Jane Hyman .03250</p> <p>Mary Jane Hyman, Trustee under the will of Jack F. Hyman, deceased .03260</p> <p>Catherine Bowe Est. .00650</p> <p>Vivian Bowe .00650</p> <p>Fluor Oil and Gas Corporation .78130</p>	None	Gulf Oil Corporation 100%	.185457

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND
86. A. F. Houston (was Tract 57)	T21S-R36E, N.M.P.M. Sec. 7: SE $\frac{1}{4}$	160.00	HBP	Daniel L. Gultman, Trustee under the will of Max Gultman .06510 Burford I. King, Trustee .25810 Fay Combel Gotesman .06510 Gerald Hamil and Dolores Alberta Hooper .22320 Delma Inez Campbell .44640 Edith G. Socolow and A. Walter Socolow, Trustees U/A dated 11/24/76 Iliston Archer .06510 Thomas B. Wilson .01950 Robert Booth Kellough .02170 William G. and Marcellyn J. Seal .06510 Lone Star Production Co. .00072 The Ruth G. Pickens Grandchildren Joint .83710 Venture Jean Anderson Simpson .27900 Emely Ann Edwards .00072 Edith G. Socolow and A. Walter Socolow, Trustees U/A dated 11/24/76 .06510 Iliston Archer .01950 Thomas B. Wilson .02170 Robert Booth Kellough .06510 William G. and Marcellyn J. Seal .00072 Lone Star Production Co. .83710 The Ruth G. Pickens Grandchildren Joint .27900 Venture Jean Anderson Simpson .00072 Emely Ann Edwards .00072 Edith G. Socolow and A. Walter Socolow, Trustees U/A dated 11/24/76 .06510 Iliston Archer .01950 Thomas B. Wilson .02170 Robert Booth Kellough .06510 William G. and Marcellyn J. Seal .00072 Lone Star Production Co. .83710 The Ruth C. Pickens Grandchildren Joint .27900 Venture Jean Anderson Simpson .00072 Emely Ann Edwards .00072 Mary Jane Hyman .03250 Mary Jane Hyman, Trustee under will of Jack E. Hyman, deceased .03260 Catherine Bowe Est. .00650 Vivian Bowe .00650 Fluor Oil and Gas Corp. .78130 Daniel L. Gultman, Trustee	Atlantic Richfield Company 1.05150	Gulf Oil

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
				under will of Max Gutman		
				.06510		
				Burford I. King, Trustee		
				.25810		
				Fay Combel Gottesman		
				.06510		
				Gerald Hamil Hooper and		
				Dolores Alberta Hooper		
				.22320		
				Delma Inez Campbell		
				.44640		
				Royal H. Brin, Jr.		
				.03260		
				Mollie A. Campbell		
				.44640		
				Jacqueline Brin Goldberg		
				.03260		
				Clem Ronald Hooper		
				.22320		
				Aubrey F. Houston		
				.89290		
				Myrtle Pevehouse		
				.11160		
				Mary Vern Ransom		
				.39060		
				Wm. A. Read Est.		
				.39060		
				Lois Cone Tekell		
				.11160		
				The Wiser Oil Company		
				.39060		
				Eunice Cone Gibson		
				.44640		
				Rachel Louise Warner		
				.11720		
				Robert A. Venable, Testamentary		
				Executor of the Estate of		
				R.H. Venable		
				.19530		
				Home Stake Royalty Corporation		
				.02062		
				Atlantic Richfield Company		
				3.18030		
				Home Stake Oil and Gas Co.		
				.02062		
				Texaro Oil Company		
				.08600		
				Ashland Exploration Inc..		
				.78130		
				Emma Liston Archer, Trustee		
				of the Estate of O. L. Coleman		
				.37110		
				Atlantic Richfield Co. 2.343750		
				Archbishopric of New York		
				3.937500		
				Emma L. Archer, Trustee		
				.175780		
				Liston Archer		
				.019530		
				Julia Bergman		
				.026043		
				David A. Bower Indiv. and as		
				Agent		
				.043370		
				J. R. Bower, Jr.		
				.127250		
				Joan A. Carbone		
				.007323		
				Valmore M. Carignan Est		
				.039060		
				Colonial Royalties Co.		
				.045582		

87. E. C. Adkins
(was Tract 66)

T21S-R36E, N.M.P.M.
Sec. 9: E₂

320.00

HBP

None

Atlantic Richfield
Co. 100

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPANT OF TRACT IN UNIT
				Carl Costello			
				Iris G. Danson			
				Marcia Lynn Del Core			
				Emily C. Greenhalgh and			
				Dolores Sloat, Indiv. and as			
				Exrxs U/W of Henry G.			
				Ludwig			
				Sarah B. Ferguson			
				Fluor Oil and Gas			
				Corporation			
				Home Stake Oil & Gas Co.			
				Home Stake Royalty			
				Corporation			
				Everett R. Jones, Jr.			
				Grace M. Larson			
				Lawson Petroleum Company			
				Munro L. Lyeth and Patricia			
				D. Lyeth			
				Brian Maney			
				Kevin Maney			
				Marguerite C. Maney			
				Maureen Maney			
				Patricia A. Maney			
				Vivian G. Maney			
				Pauline K. Neppel Ind. and as			
				Exrx. of Est. of Arthur J.			
				Neppel			
				Gloria McFarland and Charles W.			
				Grimes, II Trustees of C. W.			
				Grimes Trust			
				Mary Vern Ransom			
				Onez Norman Rooney			
				Francis K. Royall			
				John R. Royall, Trustee of the			
				John R. Royall Trust u/w/o			
				N. R. Royall, Jr.			
				John R. Royall, Trustee of the			
				Tucker K. Royall Trust u/w/o			
				N. R. Royall, Jr.			
				John R. Royall, Trustee of the			
				N. R. Royall III Trust, u/w/o			
				N. R. Royall, Jr.			
				John R. Royall, Trustee of the			
				Tucker K. Royall Trust, u/w/o			
				Fannie May Royall			
				Frieda W. Schachner			
				Donald Tait			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND
88. A. J. Adkins (was Tract 67)	T21S-R36E, N.M.P.M., Sec. 10: W5NW , SE 2 NW 2 , SW 2	280.00	HBP	James T. Tait W. B. Watson, Agent and Attorney-in-Fact .009765 .75000	None	Exxon Cor
				Archbishopric of New York 4.59380 Millikin University, Decatur, Illinois, Ina Mills Trust .25000 Colonial Royalties Co. .02777 Fluor Oil and Gas Corporation 1.56250 Sue Saunders Graham .06950 Home Stake Oil & Gas Co. .02777 Home Stake Royalty Corporation .02777 Munro L. Lyeth and Patricia D. Lyeth .78130 Elyse S. Patterson .06940 Atlantic Richfield Co. 2.34380 Petrust Corporation of America .41670 Onez Norman Rooney .78120 Frieda W. Schachner .08330 June D. Speight .52080 Sally Saunders Toles .06940 W. B. Watson, Agent and Attorney-in-Fact .87500		
89. A. J. Adkins (was Tract 68)	T21S-R36E, N.M.P.M., Sec. 10: NE 2NW 2	40.00	HBP	Atlantic Richfield Co. 1.17188 Exxon Company, USA 5.46875 Home Stake Oil and Gas Co. .01389 Home Stake Royalty Corporation .01389 Colonial Royalties Co. .01389 Fluor Oil & Gas Corp. .78125 Petrust Corporation of America .20833 Sue Saunders Graham .03472 Munro L. Lyeth and Patricia D. Lyeth .78125 Millikin University, Decatur, Illinois, Ina Mills Trust .12500 Elyse Saunders Patterson	None	Brady Pro Corporat Exxon Cor

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING OWNER AND PERCENTAGE
90. J. D. Knox (was Tract 69)	T21S-R36E, N.M.P.M. Sec. 10: E $\frac{1}{2}$	320.00	HBP	<p>Amoco Production Co. .390700 Atlantic Richfield Co. 6.250000 Aarco Oil & Gas .585900 Dan E. Boone .019945 Dorothy W. Boone .035227 J. E. B. Boone .148676 A. L. Cone .195300 Dorothy P. Carr .012432 Everett R. Carr .006216 H. E. Clift #1381 .195300 J. C. Clift #1608 .195300 Frances S. Madeley .139093 Herbert W. Madeley .001037 Mobil Producing Texas and New Mexico Inc. 1.562600 Petrust Corporation of America .312500 L. D. Phillips .006216 R. S. Phillips .006216 Protestant Episcopal Sabine Corporation .390600 June D. Speight .976500 June D. Speight-1 .976600 WEF Holding, Inc. .078100</p>	None	Exxon Co
91. McQuarters (was Tract 74)	T21S-R36E, N.M.P.M. Sec. 11: S $\frac{1}{2}$ N $\frac{1}{2}$ E $\frac{1}{2}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$	120.00	HBP	<p>Alan J. Antwell .7812500 E. Doyle Berryman .7812500 Bradley Resources Corporation 1.1718750 Fluor Oil and Gas Corporation 3.1250000 Jack Hart .0029838 Jack Hart .0041728 Manufacturer's Hanover Trust Co., Exec. of Est. of Constance A. Fleischman .7812500 Nancy E. Penson 2.2922410 Penn Brothers, Inc. .7639083 J. E. Sedlmayr .7812500</p>	Amoco Production Co. 12.5%	Wiser Oil Two State Company Herman R. Kenneth H

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPALITY OF TRACT IN UNIT	
92. M. S. Berryman (was Tract 77)	T21S-R36E, N.M.P.M. <u>Sec. 11: SW$\frac{1}{4}$SE$\frac{1}{4}$</u>	40.00	HBP	Southland Royalty Company 1.9531250 Jack Stieren Estate .0325296 Tortuga Oil & Gas Co. .0280428 Nora Walker .0011217 Alan J. Antweil .7812500 Dora J. Aronson .0002850 E. Doyle Berryman .7812500 Bradley Resources Corporation 1.1718800 Carl Carr .0001400 Vernon Carr .0000500 Jack Hart .0022400 Manufacturers Hanover Trust Co. Exec. of Est. of Constance A. Fleischman .7812500 Fluor Oil and Gas Corporation 3.1250000 Penn Brothers, Inc. .7639100 Nancy E. Penson 2.2922400 Jack Hart .0039900 John E. Sedlmayr .7812500 Harry Smith Est. .0001800 Southland Royalty Company 1.9531200 Jack Stieren Estate .0325300 Tortuga Oil & Gas Co. .0280400 Nora Walker .0011100 Dora J. Aronson, Irwin Grossman and William J. Colen, Trustees U/W of S. M. Aronson .0002850	None	Company 100%	Atlantic Richfield	.050973
93. Marshall (was Tract 78)	T21S-R36E, N.M.P.M. <u>Sec. 11: NE$\frac{1}{4}$SE$\frac{1}{4}$</u> Sec. 12: NW $\frac{1}{4}$ SW $\frac{1}{4}$ A. Sec. 11: NE $\frac{1}{4}$ SE $\frac{1}{4}$	80.00	HBP	See "A" and "B" below Selma E. Andrews Trust #5188 1.678280 Alan J. Antweil .781250 E. Doyle Berryman .781250 Boys Club of America .156250 Elks National Foundation Boston .156250 Juliette Rathbone Finch .781250 The Home Stake Oil & Gas Company .195310 The Home Stake Royalty Corp. .195310 Marguerite McKim Kent .781250	None	Sun Exploration and Production Company 100%	.055857* (.055857)	

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE		OVERRIDING ROYALTY OWNER AND PERCENTAGE		WORKING OWNER AND	
B.	Sec. 12: NW $\frac{1}{4}$, SW $\frac{1}{4}$	(40.00)		Patrick J. Leonard	.260410				
				Robert J. Leonard	.260420				
				Timothy T. Leonard	.260420				
				Manufacturers Hanover Trust Co.					
				as agent for William H.					
				Fleischmann, Jr., Constance Von					
				Gontard, and Fredericka Agins					
					.781250				
				Raymond Lee McKim	.781250				
				Juanita McMillan, Betty Kelly,					
				David Loeffler, Co-Trustees for					
				H. M. McMillan	.195310				
				J. S. Mullen, Jr.	.195310				
				New Mexico Boys Ranch, Inc.					
					.156250				
				Braille Institute of America, Inc.					
					1.446730				
				Lillian Ramsgate Sedlmayr, Exrx.					
				of Estate of Theodore Sedlmayr					
					.781250				
				Shattuck School	.156250				
				Charles Tyson Smith, II					
					.781250				
				Regents of University of New					
				Mexico	.156250				
				June D. Speight	.781250				
				Selma F. Andrews					
				Trust #5188	1.678280				
				Alan J. Antweil	.781250				
				E. Doyle Berryman	.781250				
				Boys Club of America	.156250				
				Elks National Foundation					
				Boston	.156250				
				Juliette Rathbone Finch	.781250				
				The Home Stake Oil & Gas Company					
					.195310				
				The Home Stake Royalty Corp.					
					.195310				
				Marguerite McKim Kent	.781250				
				Patrick J. Leonard	.260410				
				Robert J. Leonard	.260420				
				Timothy T. Leonard	.260420				
				Manufacturers Hanover Trust Co.					
				as agent for William H.					
				Fleischmann, Jr., Constance Von					
				Gontard, and Fredericka Agins					
					.781250				
				Raymond Lee McKim	.781250				
				Juanita McMillan, Betty Kelly,					

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAL OF TRACT IN UNIT
94. Marshall (was Tract 79)	T21S-R36E, N.M.P.M. <u>Sec. 11: SE$\frac{1}{4}$SE$\frac{1}{4}$</u> Sec. 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$	80.00	HBP	David Loeffler, Co-Trustees for H. M. McMillan .195310 J. S. Mullen, Jr. .195310 New Mexico Boys Ranch, Inc. .156250 Braille Institute of America, Inc. 1.446730 Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250 Shattuck School .156250 Wanda Shults .1953125 Wilma Rutland .1953125 Van Shults .1953125 Jack Shults .1953125 Charles Tyson Smith, II .781250 Regents of University of New Mexico .156250	None	Earl R. Bruno 100%	.153687*
A.	Sec. 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$			Selma E. Andrews Trust #5188 1.678280 Alan J. Antweil .781250 E. Doyle Berryman .781250 Boys Club of America .156250 Elks National Foundation Boston .156250 Juliette Rathbone Finch .781250 William H. Fleischmann, Jr. .260410 The Home Stake Oil & Gas Company .195310 The Home Stake Royalty Corp. .195310 Manufacturers Hanover Trust Co. as agent for William H. Fleischmann, Jr.; Constance Von Contard, and Fredericka Agins .781250 Marguerite McKim Kent .781250 Patrick J. Leonard .260410 Robert J. Leonard .260420 Timothy T. Leonard .260420 Raymond Lee McKim .781250 Juanita McMillan, Betty Kelly,			(.062358)

David Loeffler, Co-Trustees for
H. M. McMillan .195310
J. S. Mullen, Jr. .195310
New Mexico Boys Ranch, Inc.
.156250
Braille Institute of America, Inc.
1.446730
Lillian Ramsgate Sedlmayr, Exrx.
of Estate of Theodore Sedlmayr
.781250
Shattuck School .156250
Wanda Shults .1953125
Wilma Rutland .1953125
Van Shults .1953125
Jack Shults .1953125
Charles Tyson Smith, II
.781250
Regents of University of New
Mexico .156250

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
B.	Sec. 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$	(40.00)		<p>David Loeffler, Co-Trustees for H. M. McMillan .195310 J. S. Mullen, Jr. .195310 New Mexico Boys Ranch, Inc. .156250</p> <p>Braille Institute of America, Inc. 1.446730</p> <p>Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250</p> <p>Shattuck School .156250</p> <p>Charles Tyson Smith, II .781250 Regents of University of New Mexico .156250</p> <p>June D. Speight .781250</p> <p>Selma F. Andrews Trust #5188 1.678280</p> <p>Alan J. Antwell .781250</p> <p>E. Doyle Berryman .781250</p> <p>Boys Club of America .156250</p> <p>Elks National Foundation Boston .156250</p> <p>Juliette Rathbone Finch .781250</p> <p>The Home Stake Oil & Gas Company .195310</p> <p>The Home Stake Royalty Corp. .195310</p> <p>Marguerite McKim Kent .781250</p> <p>Patrick J. Leonard .260410</p> <p>Robert J. Leonard .260420</p> <p>Manufacturers Hanover Trust Co. as agent for William H. Fleischmann, Jr.; Constance Von Contard, and Fredericka Agins .781250</p> <p>Timothy T. Leonard .260420</p> <p>Raymond Lee McKim .781250</p> <p>Juanita McMillan, Betty Kelly, David Loeffler, Co-Trustees for H. M. McMillan .195310</p> <p>J. S. Mullen, Jr. .195310</p> <p>New Mexico Boys Ranch, Inc. .156250</p> <p>Braille Institute of America, Inc. 1.446730</p> <p>Lillian Ramsgate Sedlmayr, Exrx. of Estate of Theodore Sedlmayr .781250</p> <p>Shattuck School .156250</p>		

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
95. Coleman "A" (was Tract 83)	T21S-R36E, N.M.P.M. Sec. 17: N22W W2W	40.00	HBP	<p> Wanda Shults .1953125 Wilma Rutland .1953125 Van Shults .1953125 Jack Shults .1953125 Charles Tyson Smith, II .781250 Regents of University of New Mexico .156250 </p> <p> Archbishopric of New York 1.31250 Liston Archer .15630 Atlantic Richfield Co. .22786 Bradley Resources Corp. .09770 Powhatan Carter, Jr. .09765 Anderson Carter .09765 Emma Liston Archer, Trustee Est. of O. L. Coleman 1.83590 Charles J. Cooper/Fonda .05205 Emely Ann Edwards .00072 Daniel L. Gutman .07810 Manufacturers Hanover Trust Co. Oil Successor Trustee U/A dated 4-30-56 as amended M/B and for Charles Gutman .11720 Alfred E. Gutman .07820 Betty Guttag .11720 Daniel L. Gutman, Ind. Exec. & Trustee of Est. of Max Gutman .23440 Wentz Heritage .78125 The Home Stake Oil & Gas Co. .02170 The Home Stake Royalty Corp. .01954 Mary M. Horne Trust, Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees 1.17190 Jones Robinson Company .39060 Robert Booth Kellough .06510 Wentz Legacy .78125 First City Nat'l Bank Trustee Acct. #5-292-02-8 .19530 Mobil Oil Corp. 1.56250 Mary Vern Ransom 1.71870 William G. Seal .00072 Roland V. Siddall .03900 Jean Anderson Simpson .00072 A. Walter Socolow and </p>	None	Getty Oil Co. 100%	.375553

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
96. Coleman (was Tract 84)	T21S-R36E, N.M.P.M. Sec. 17: NE2NW2	40.00	HBP	<p>Edith Socolow, Trustees U/A dated 11-24-76 .07810 Robert L. Summers .19530 Texaro Oil Co. .07810 Robert Allen Venable, Ind. Exec. & Tr. U/W of R. H. Venable .19530 Philip J. Willis and Jack Willis, Joint Tenants .03910 Thomas B. Wilson .02169 Lasca, Inc. .25000 Nancy Z. G. Herpin .09770 Jack H. Mayfield, Jr. .09770 Jack H. Mayfield, Jr., Margaret Bell, and Lanode Goldston, Attys. in Fact for Iris Goldston .19530</p> <p>Atlantic Richfield Co. .227900 Archbishopric of New York Emma L. Archer, Trustee of Est. of O. L. Coleman 1.31250 Liston Archer 1.83590 Bradley Resources Corporation .15630 Anderson Carter .09770 Powhatan Carter, Jr. .09765 Emely Ann Edwards .000725 Mary A. Fonda .05210 Alfred F. Gutman .07820 Daniel L. Gutman .07810 Daniel L. Gutman, Indep. Exec. of Est. of Max Gutman .23440 Betty Guttag .117200 Manufacturers Hanover Trust Co. Oil Successor Trustee U/A dated 4-30-56 as amended M/B and for Charles Gutman .117200 Nancy Z. G. Herpin .097700 Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees of Mary M. Horne Trust, .586000 Mary M. Hodge & Charles R. Cravens, Jr., Co-Trustees of Mary M. Horne Trust, .585900 Home Stake Royalty Corporation .010852</p>	None	Atlantic Richfield Company 100%	.363610

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTERESTS OWNER AND PERCENT
97. Coleman (was Tract 85)	T21S-R36E, N.M.P.M. Sec. 17: NE 1 ₄	160.00	HBP	Home Stake Royalty Corp..009768 Home Stake Oil & Gas Co..010852 Home Stake Oil & Gas Co..009767 Jones Robinson Company .390600 Robert Booth Kellough .065100 Lasca, Inc. .250000 Jack H. Mayfield, Jr. .097600 Jack H. Mayfield, Jr., Margaret Bell and Lenode Goldston, Attys. in Fact for Iris Goldston .195300 First City Nat'l Bank, Trustee Trust Acct. 0292-02-8 .19530 Mobil Producing Texas and New Mexico Inc. 1.562500 Mary Vern Ransom 1.718700 R. V. Siddall .039000 Jean Anderson Simpson .000723 Edith Socolow and A. Walter Socolow, Trustees U/A dated 11-24-76 .078100 R. L. Summers .195300 Texaro Oil Company .078100 R. A. Venable, Indep. Exec. of Est. of R. H. Venable .195300 Wentz Heritage .781250 Wentz Legacy .781250 Jack Willis .019550 Philip J. Willis .019550 Thomas B. Wilson .021691 William G. Seal .000722	None	Getty Oil Company 100%

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
				InterFirst Bank, Corsicana N.A., J. L. Collins, Dec'd #638.00 .29297			
				InterFirst Bank, Corsicana N.A., Trustee for Susan Jane Wheelock, Tr. #247 .096679			
				Everett R. Jones, Jr. .05781			
				Robert Booth Kellough .06511			
				Betty W. Kennaugh, individually, and as co-independent executor and Trustee of the Maude C. Wheelock estate .073243			
				Grace M. Larson .00195			
				Wentz Legacy .78125			
				Munro Lyeth & Patricia D. Lyeth .19532			
				B. W. Vetter and Charles C. Killin, Trustees of the Hattie Hill McVey Intervivos Trust .29297			
				First City Nat'l Bank, Trustee Acct #0292-02-8 .19531			
				Mobil Oil Corp 3.12500			
				Panhandle Royalty Company .58594			
				Mary Vern Ransom 1.24999			
				William C. Ransom .07812			
				Republic National Bank & Trust Co., A.N. McMillan Est. 89 .23438			
				Onez Norman Rooney .19531			
				Frances K. Royall .00391			
				N. R. Royall, III, Indep. Exec. of Est. of N. R. Royall, Jr., Dec'd .01563			
				John R. Royall, Trustee U/W of Fannie May Royall, Dec'd .00651			
				Tucker K. Royall, Trustee of the T. K. Royall Trust U/W of Fannie May Royall, Dec'd .00651			
				N. R. Royall, III, Trustee U/W of Fannie May Royall, Dec'd .00651			
				William G. Seal .00072			
				Roland V. Siddall .03906			
				Jean Anderson Simpson .00072			
				W. Blake Smith .29297			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE
98. Coleman (was Tract 86)	T21S-R36E, N.M.P.M. Sec. 17: W 3 SE 4	80.00	HBP	Smith Oil Company .29296 Robert A. Venable .19531 Robert L. Wheelock, Jr., individually, and as co- independent executor and Trustee of the Maude C. Wheelock Estate .07324 Wentz Heritage .78125 Philip Willis and Jack Willis .03906 Thomas B. Wilson .02170	None	Shell Western Exploration & Pro Inc. 100%
				Adobe Royalty Co. .13021 Amoco Production Co. .52083 Archbishopric of New York 1.31250 Emma liston Archer, Trustee of Est. of O. L. Coleman 1.65365 liston Archer .07813 Atlantic Richfield Co. .22786 J. R. Bower, Jr. .50898 Bradley Resources Corporation .09766 First Denver Trt-Min, Munro & Patricia Lyeth .39063 M. A. Fonda .05209 Alfred E. Gutman .23437 D. L. Gutman, Trustee .23437 B. G. Guttag .11719 Manufacturers Hanover Trust Co. Oil Successor Trustee U/A dated 4-30-56 as amended M/B and for Charles Gutman .11719 D. A. Bower, Agent .17343 Home Stake Oil & Gas Co. .01085 Home Stake Royalty Corporation .01085 E. R. Jones, Jr. .05782 Robert B. Kellough .06510 Grace M. Larson .00195 Lasca, Inc. .25000 M. S. Latta .39063 MNB Trust #0292028 .19531 Mobil Producing Texas and New Mexico Inc. 1.56250 Mary Vern Ransom 1.71875 Frances K. Royall .01171		

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTIAL OF THE IN TOTAL	
99. H. C. Collins (was Tract 98)	T21S-R36E, N.M.P.M. Sec. 14: E $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	280.00	HBP	John R. Royall, Trustee of the John R. Royall Trust u/w/o N. R. Royall, Jr. .00261 John R. Royall, Trustee of the N. R. Royall III Trust, u/w/o N. R. Royall, Jr. .00261 John R. Royall, Trustee of the Tucker K. Royall Trust, u/w/o N. R. Royall, Jr. .00261 John R. Royall, Trustee of the John R. Royall Trust, u/w/o Fannie May Royall .00651 John R. Royall, Trustee of the N. R. Royall III Trust, u/w/o Fannie May Royall .00651 John R. Royall, Trustee of the Tucker K. Royall Trust, u/w/o Fannie May Royall .00651 Onez Norman Rooney .39062 Roland V. Siddall .03906 Texaro Oil Co. .07812 Robert A. Venable .19531 Wentz Heritage .78125 Wentz Legacy .78125 Phillip and Jack Willis .03906 Home Stake Oil & Gas Co..00977 Home Stake Royalty Corp..00977 William G. Seal .00072 Emely Ann Edwards .00073 Jean Anderson Simpson .00072 Thomas B. Wilson .02170	Paul M. Phillips ETZ Oil Properties Ltd. .01100 Pierre D. Phillips .39060 Raymond W. Randolph .01100 Jane D. Randolph .06510 Philip R. Snow .06510 Bill R. Snow .06510 Mary Elizabeth Roelke .13020 Wilma M. Phillips and Curtis Darling, Co-Personal Representatives of the Estate of Ross M. Phillips .01100 Toles Company .06510 Donald M. Phillips .01090 Christopher Dukinfield Jones .01042	None	Gulf Oil Corporation 57.14% Atlantic Richfield Company 28.57% Getty Oil Co. 14.29%	.607838

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAL OF TRACT IN UNIT
				Peter Francis Jones			
				Rachel B. Fardon			
				Irene Fardon Glaister			
				Renate Jones Dymesich,			
				Guardian for Wendelin			
				Elizabeth Jones			
				Boyed E. Penfield			
				Robert S. Light			
				Ethel Rushing Est.			
				Liston Archer			
				John W. Phillips			
				Anderson Carter			
				June D. Speight			
				Jessie B. Crump, David C.			
				Belvins and The Fort Worth			
				National Bank, Trustee of			
				Joe and Jessie Crump Fund			
				Acct. 2312			
				The First National Bank of			
				Midland and Jessie Blevins			
				Crump, Co-Trustees No. 1069			
				Helen Learmont Bedford			
				Phyllis C. Smythe			
				George H. Etz, Jr., Trustee			
				Grace Johnson			
				Ellen Ann W. Williams			
				Onez Norman Rooney			
				Eva Payne Glass Est.			
				Felmont Oil Corporation.			
				Elyse Saunders Patterson			
				Sue Saunders Graham			
				Munro L. Lyeth and Patricia D.			
				Lyeth			
				The Pennsylvania Bank and			
				Trust Co., Trustee of the			
				Estate of Albert Walter Coal			
				Mrs. Ernest Frances			
				Bradfield			
				Powhatan Carter, Jr.			
				Superior Oil Company			
				Julian W. Glass, Jr.			
				Wanda Pruett Hess			
				Emma Liston Archer, Trustee			
				of the Estate of O. L.			

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIP OF TRAC IN UN
100. Friona Leck (was Tract 99)	T21S-R36E, N.M.P.M. Sec. 14: NW 2 NE 2	40.00	HBP	Coleman Charles F. Bedford Henry De Graffenreid Bedford Rachel Bedford Bowen Mary Vern Ransom Superior Oil Company Julian W. Glass, Jr. Wanda Pruett Hess Emma Liston Archer, Trustee of the Estate of O. L. Coleman Charles F. Bedford Henry De Graffenreid Bedford Rachel Bedford Bowen Mary Vern Ransom Ellen Ann W. Williams Onez Norman Rooney Eva Payne Glass Est. Felmont Oil Corporation Elyse Saunders Patterson Sue Saunders Graham Munro L. Lyeth and Patricia D. Lyeth The Pennsylvania Bank and Trust Co., Trustee of the Estate of Albert Walter Goal Jacques Peter Adoue, Thomas J. Reilly, W. W. Bland and Texas Commerce Bank, N.A., Trustees u/w of F. D. Jones Mrs. Ernest Frances Bradfield Powhatan Carter, Jr. Anderson Carter June D. Speight Jessie B. Crump, David C. Blevins and the Fort Worth National Bank, Trustees of the Joe and Jessie Crump Fund Acct. #2312 RepublicBank First Nat'l	.07810 .12500 .12500 .12500 .09770 .96880 .01375 .15620 .07810 .12500 .12500 .12500 .09770 .12500 2.81250 .02750 .42120 .06510 .06510 2.81250 .05500	None Gulf Oil Corporation Atlantic Richfield Company Getty Oil Co. 14.29%	.093085

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE	OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
101. McQuatters (was Tract 115)	T71S-R36E, N.M.P.M. Sec. 11: N4NE1/4	80.00	HBP	<p>Midland and Jessie Blevins Crump, Co-Trustees Trust No. 1069 .19530 Helen Learmont Bedford .12500 Phyllis C. Smythe .06250 George H. Etz, Jr., Trustee</p> <p>Grace Johnson .39060 Donald M. Phillips .15625 Boyd E. Penfield .01100 Robert S. Light .15625 Ethel Rushing .78125 Liston Archer .78125 John W. Phillips .01950 Paul M. Phillips .01100 ETZ Oil Properties, Ltd. .01100</p> <p>Pierre D. Phillips .39060 Raymond W. Randolph .01100 Jane D. Randolph .06510 Philip R. Snow .06510 Bill R. Snow .06510 Mary Elizabeth Roelke .13020 Wilma M. Phillips and Curtis Darling, Co-Personal Representatives of the Estate of Ross M. Phillips .01090 Toles Company .06510</p> <p>Alan J. Antwell .78125 E. Doyle Berryman .78125 Bradley Resources Corporation 1.17188 Manufacturers Hanover Trust Co. Agent for William H. Fleischmann, Jr., Constance Von Gontard, and Fredricka Agins .78125 Fluor Oil and Gas Corporation 3.12500 First National Bank in Dallas and Vena H. Long Independent Executors of the Estate of Frank O. Long .00224 Nancy Elizabeth Penson 2.29225 Mrs. Exor Megan, Guardian of the Estate of Maude Eagle Pfouts .00113</p>	None	Amoco Production Company 100%	.228542

TRACT NO. AND TRACT NAME	DESCRIPTION OF LAND	ACRES	LEASE STATUS	BASIC ROYALTY OWNER AND PERCENTAGE		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPAT OF TRACT IN UNIT
23	PATENTED TRACTS	TOTALING 3,180.28	ACRES	OR	22.41%	OF	UNIT	AREA
SUMMARY								
				ACRES		PERCENTAGE		
				Federal Lands		19.27%		
				State Lands		58.32%		
				Patented Lands		22.41%		
				14,189.84		100.00%		