

BEFORE EXAMINER CATANACH	
OIL CONSERVATION DIVISION	
<u>CHEVRON</u>	EXHIBIT NO. <u>33</u>
CASE NO. <u>10059-61</u>	

UNIT AGREEMENT
AND EXHIBITS "A" & "B"

EUNICE MONUMENT SOUTH
STATUTORY SECONDARY RECOVERY
FEDERAL - STATE UNIT
LEA COUNTY, NEW MEXICO

EFFECTIVE DATE
FEBRUARY 1, 1985

UNIT AGREEMENT
EUNICE MONUMENT SOUTH UNIT
LEA COUNTY, NEW MEXICO

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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 §

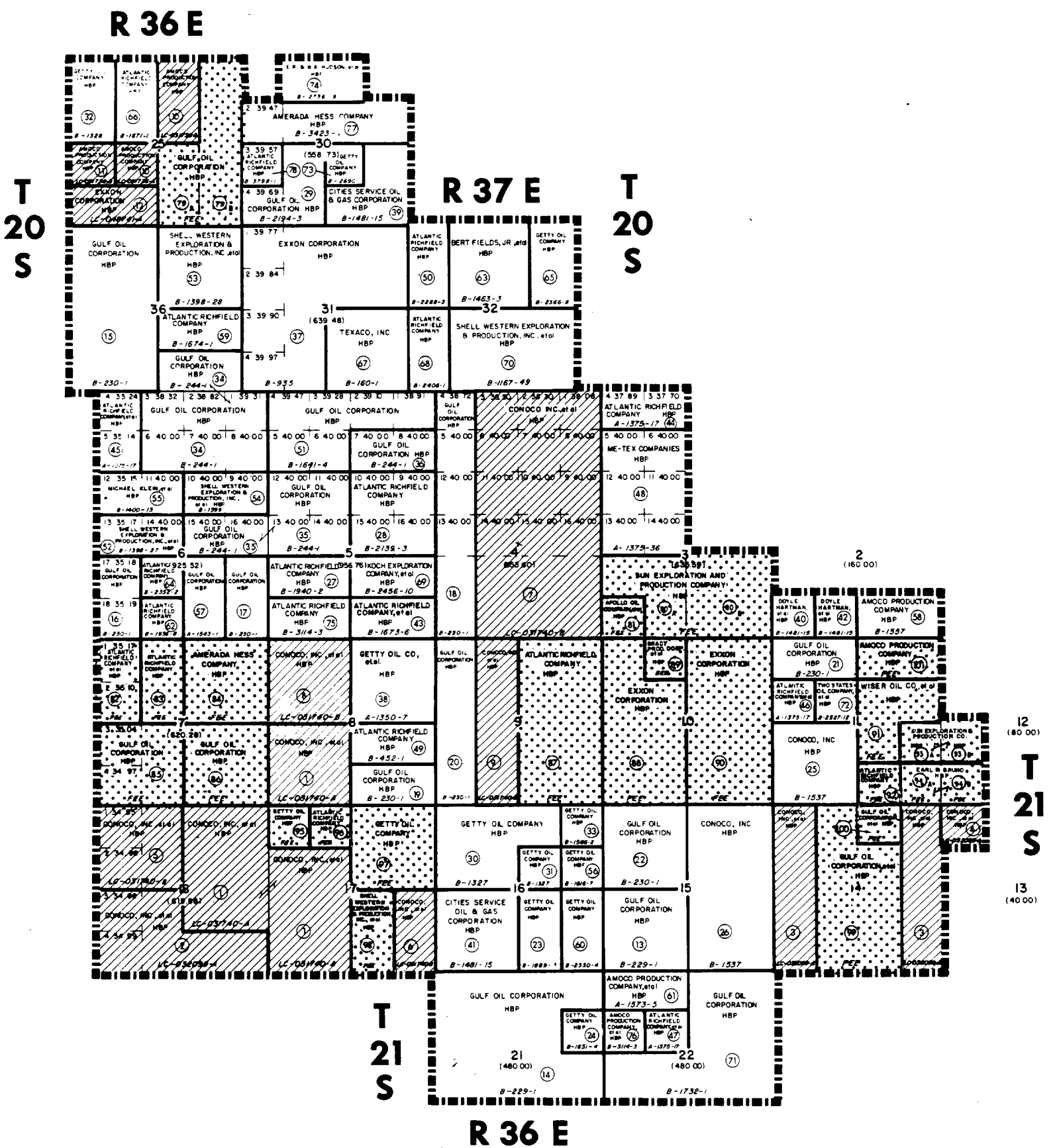
COUNTY OF MIDLAND §

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



	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

EXHIBIT "A"

EUNICE MONUMENT SOUTH UNIT AREA

LEA COUNTY, NEW MEXICO

GULF OIL CORPORATION
MIDLAND, TEXAS

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 .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

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
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.	Amax Petroleum Corp. .0555* Amoco Production Co. .6667* 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 .1667* 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 INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
						U/A dated 4-30-56 as amended M/B and for Charles Gutman .02777*		
						Daniel L. Gutman, Trustee U/W of Max Gutman, Dec'd .05556*		
						Betty Gutttag .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 .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: W¹/₂ E¹/₂ E¹/₂	320.00	LC-0332099-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 *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.	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-0332099-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 *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.	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 ¹ / ₂ M, P.M. Sec 18: Lots 1²/₂, E¹/₂NW¹/₂	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. Sec. 17: E¹/₂SE¹/₂	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

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
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: NE¼NE¼, 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. Doolley .25000 Claradean Gallant.12500 Marvin G. Jenkins.25000 Leonard D. Keeler.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

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
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 $\frac{1}{4}$ 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

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
STATE LANDS:								
13. J.F. Janda (NCT-C) (was Tract 95)	<u>T21S-R36E, N.M.P.M. Sec. 15: SW$\frac{1}{2}$</u>	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. Arnott-Ramsay (NCT-C) (was Tract 102)	<u>T21S-R36E, N.M.P.M. Sec. 21: NW$\frac{1}{4}$, NE$\frac{1}{4}$SW$\frac{1}{4}$, NE$\frac{1}{4}$NE$\frac{1}{4}$, SW$\frac{1}{4}$NE$\frac{1}{4}$, NE$\frac{1}{4}$SE$\frac{1}{4}$</u>	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)	<u>T20S-R36E, N.M.P.M. Sec. 36: W$\frac{1}{2}$</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 6: Lots 17,18</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 6: E$\frac{1}{2}$SE$\frac{1}{4}$</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 4: Lots 4,5, 12,13 W$\frac{1}{2}$SW$\frac{1}{4}$</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 8: S$\frac{1}{2}$SE$\frac{1}{4}$</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 9: W$\frac{1}{2}$W$\frac{1}{2}$</u>	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)	<u>T21S-R36E, N.M.P.M. Sec. 11: N$\frac{1}{2}$NW$\frac{1}{4}$</u>	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%	.35963
22. R.R. Bell (NCT-C) (was Tract 94)	<u>T21S-R36E, N.M.P.M. Sec. 15: NW$\frac{1}{4}$</u>	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 "UD" (was Tract 92)	<u>T21S-R36E, N.M.P.M. Sec. 16: W$\frac{1}{2}$SE$\frac{1}{4}$</u>	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

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
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 $\frac{1}{4}$, NE $\frac{1}{4}$ 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 $\frac{1}{2}$ SW $\frac{1}{4}$	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

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
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 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. Aggles 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 2/28/28	State of New Mexico 12%	Cities Service Oil & Gas Corporation	Pinto Exploration Company .84875	Doyle Hartman 66.6666% Carl Pfeuger 33.3333%	.076549
41. State "G" (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 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: 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 Pfeuger 50%	.064967
43. State "G" (was Tract 46)	T21S-R36E, N.M.P.M. Sec. 5: S $\frac{1}{2}$ 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 "I" (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% Gatron W.I. 50%	.126788

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 OWNER IN UNIT
45. State "L" 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 12½	Atlantic Richfield Co.	None	Atlantic Richfield Co. 50% Catron W.I. 50%	.477689
46. State "L" Battery 3 (was Tract 72)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 11: SW¼NW¼</u>	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)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 22: SE¼NW¼</u>	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)	<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 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 6.5% Thomas B. Catron, III Trustee U/W/O Sue C. Bergere 6.5%	.290369
49. State "B" (was Tract 62)	<u>T21S-R36E, N.M.P.M.</u> <u>Sec. 8: N½SE¼</u>	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)	<u>T20S-R37E, N.M.P.M.</u> <u>Sec. 32: W½NW¼</u>	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)	<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 12½	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 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)	<u>T20S-R36E, N.M.P.M.</u> <u>Sec. 36: NE¼</u>	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)	<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 12½	Shell Western Exploration & Production, Inc.	None	Shell Western Exploration & Production, Inc.	.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 "C" (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 12%	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: SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	B-1616-7 HBP 12/27/28	State of New Mexico 12%	Getty Oil Company	None	Getty Oil Co. 100%	.186322
57. Graham State (NCT-"F") (was Tract 37)	T21S-R36E, N.M.P.M. Sec. 6: W $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	A-1543-1 HBP 12/29/28	State of New Mexico 12%	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: S $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-1557 HBP 12/29/28	State of New Mexico 12%	Amoco Production Company	None	Amoco Production Company 100%	.031885
59. State "M" (was Tract 19)	T20S-R36E, N.M.P.M. Sec. 36: N $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-1674-1 HBP 12/31/28	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.882435
60. State "E" (was Tract 93)	T21S-R36E, N.M.P.M. Sec. 16: E $\frac{1}{2}$ SE $\frac{1}{4}$	80.00	B-2330-4 HBP 12/31/28	State of New Mexico 12%	Getty Oil Co.	None	Getty Oil Co. 100%	.559636
61. State "I" (was Tract 104)	T21S-R36E, N.M.P.M. Sec. 22: N $\frac{1}{2}$ NW $\frac{1}{4}$	80.00	A-1573-5 HBP 1/3/29	State of New Mexico 12%	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	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	PARTICIPATION OF TRACT IN UNIT
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 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: E½NW¼, SW¼NE¼ (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: NW¼NE¼ (40.00)								
64. State "K" (was Tract 36)	T21S-R36E, N.M.P.M. Sec. 6: NE¼SW¼	40.00	B-2352-2 HBP 1/11/29	State of New Mexico 12%	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: E½NE¼	80.00	B-2366-8 HBP 1/11/29	State of New Mexico 12%	Getty Oil Co.	None	Getty Oil Co. 100%	.009005
66. State "P" (was Tract 2)	T20S-R36E, N.M.P.M. Sec. 25: E½NW¼	80.00	B-1671-1 HBP 1/14/29	State of New Mexico 12%	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: SE¼	160.00	B-160-1 HBP 1/15/29	State of New Mexico 12%	Texaco Inc.	None	Texaco Inc. 100%	.635532
68. State "196" (was Tract 26)	T20S-R37E, N.M.P.M. Sec. 32: W½SW¼	80.00	B-2406-1 HBP 1/15/29	State of New Mexico 12%	Atlantic Richfield Co.	None	Atlantic Richfield Co. 100%	.220246
69. State "A" (was Tract 44)	T21S-R36E, N.M.P.M. Sec. 5: N½SE¼	80.00	B-2456-10 HBP 2/26/29	State of New Mexico 12%	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

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70. State "J" (was Tract 27)	T20S-R37E, N.M.P.M. Sec. 32: SE $\frac{1}{2}$, 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. Crile 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 $\frac{1}{2}$ 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 "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%	Amarada Hess Corporation	None	Amarada 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%	.05491
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	PARTICIPATION OF TRACT IN UNIT
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PATENTED LANDS:

79. White (NCT-A) (was Tract 5)	T20S-R36E, N.M.P.M. Sec. 25: E½NE¼, SE¼	240.00	HBP	See "A" and "B" below	None	Gulf Oil Corporation 100%	.714308*
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A.	Sec. 25: W½SE/¼	(80.00)		Texaro Elmer H. Wahl Marguerite H. Pettway Susan Trimble Eubank Gean Trimble Heidmann John R. Hudspeth Union Texas Petroleum James Seth Oliver Seth Burford I. King, Trustee	.19530 .07810 .19530 .19530 .19540 .19530 1.17190 .39060 .39060 .58590		(.127211)*
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W. W. White, First National
Bank of Denver, Lawrence W.
White, Trust
Weston Payne Trust
Julia H. Payne
Ruth G. Pickens Grandchildrens
Joint Venture
Sun Exploration & Production

.23440

B.	Sec. 25: E½E½	(160.00)		Marguerite H. Pettway Susan Trimble Eubank Gean Trimble Heidmann John R. Hudspeth James Seth Oliver Seth W. W. White and The Merchants National Bank of Cedar Rapids, Iowa W. W. White First National Bank of Denver Lawrence W. White Family Trust Henry Vandenburg, Trustee U/W/O Virgil White	.19530 .19530 .19530 .19530 .39060 .39060 1.82290 1.82300		(.587097)*
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80. Akens (was Tract 51)	T21S-R36E, N.M.P.M. Sec. 3: SE¼, NE½SW¼ SE½SW¼	280.00	HBP	See "A" and "B" below	None	Sun Exploration and Production Company 100%	.498853*
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A.	Sec. 3: SE¼	(160.00)		Atlantic Richfield Company Marjorie Cone Kastman	2.083400 .253900		*(.226552)
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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
				S. E. Cone, Jr. Wilma Leigh Sparks Clovilla Martin Janie Waide Dean Hafford Akens Rowland Akens Tortuga Oil & Gas, Inc. Grace M. Larson Katherine Cone Keck John R. Royall Tr. U/W of Fannie May Royall, Dec'd			
				.253900 .270840 .270840 .270840 .270840 .270840 .013100 .000500 .253900			
				N. R. Royall, III Tr. U/W of Fannie May Royall, Dec'd.			
				.001734 .001733			
				Tucker K. Royall Tr. U/W of Fannie May Royall, Dec'd.			
				.001733			
				Liston Archer David A. Bower, Agent Jo Layne Antry Penn Brothers, Inc. J. R. Bower, Jr. Est. of O. L. Coleman, Dec'd. c/o Emma Liston Archer Trst.			
				.020900 .046200 .156200 .356500 .135800 .395800			
				American State Bank, TTEE of James Robert Nislar Tr.			
				.048825			
				American State Bank, TTEE of O. L. Nislar, Jr. Tr. Ora Lee Nislar First National Bank and Vena H. Long, Ind, Exec. est. of F. O. Long, Dec'd. No. 222-05963 Mobil-G. C. Corporation			
				.097650 .001000			
				1.562500			
				Eunice Cone Gibson Everett R. Jones, Jr. Charles W. Grimes II and Philo W. Grimes, TTEE of the C. W. Grimes Trust Mrs. Exor Megan, Gdn of Est. of Maude Eagle Pfouts NCM			
				.117200 .015400 .302800 .000500			
				Mobil Oil Corporation Nancy Eltz. Penson Petrust Corp. of America			
				3.12500 1.069700			

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	
				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				
B.	Sec. 3: N $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$	(120.00)		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 Antiry .156200 Penn Brothers, Inc. .356500 J. R. Bower, JR. .135800 Rosemann Mahoney .025100 Rosemann Mahoney, Exec. of the				
							*(.272301)	

*(.272301)

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
				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.			
				No. 222-05963			
				.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 Eltz. 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	PARTICIPATION OF TRACT IN UNIT
81. Akens (was Tract 52)	T21S-R36E, N.M.P.M. Sec. 3: SW¹/₄SW¹/₄	40.00	HBP	Jack L. Hart .000700 Georgia A. Stieren Ind. Exec. .001800 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. of Est. of Paul H. Rewilt .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	None	Kenneth R. Boss 50% Apollo Oil Company 25% S&S Engineering 25%	.435944

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
				Atlantic Richfield Company	.833340			
				S. E. Cone, Jr.	.208330			
				John L. Frothingham	.253910			
				Rhea S. Greenwood	1.171880			
				Carl E. Holch & Rita S. Holch	.585940			
					.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 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	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 B. I. King Trust #1 .04880 Edith Socolow and A. Walter Socolow, Trustees U/A dated 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	None	Atlantic Richfield Company 50% Getty Oil Company 50%	.500113
83. H. L. Houston "MA" (was Tract 54)	T21S-R36E, N.M.P.M. Sec. 7: E3NW4	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	None	Atlantic Richfield Company 100%	.192757

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			
84. Houston (was Tract 55)	T21S-R36E, N.M.P.M. Sec. 7: NE 1 4	160.00	HBP	Nat'l Bank, Trustees of the Joe and Jessie Crump Fund Acct. 2312 .39063 Jacqueline Brin Goldberg.03256 Morris & Fay C. Gottesman .06510	None	Amerada Hess Corporation 100%	1.153271			
				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/B. I.King .04883 Midwest Oil Corp. 1.17188 Edith Fabya Read, Alexander Duncan Read, and Howard E. Cox, Trustees u/w/o William A. Read .39062						
				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						
				Amoco Production Co. 1.17188 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 Combet Gottesman .06510 Daniel L. Gutman, Trustee u/w/o						

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
85. Mollie Campbell (was Tract 56)	T21S-R36E, N.M.P.M. Sec. 7: Lots 3,4, E½SW¼	150.01	HBP	Max Gutman .06510 Mrs. A. F. Houston, Indlv. 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 Home Stake Royalty Corporation .02062 Robert A. Venable, Testa- mentary Executor of Estate R. H. Venable .19530 Atlantic Richfield Co. 4.23180 Home Stake Oil & Gas Co. .02062 Texaro Oil Company .08600 Ashland Exploration, Inc. .78130 Emma Liston Archer, Trustee of Est. of O. L. Coleman .37110 Royal H. Brln, Jr. .03260 Mollie A. Campbell .44640 Jacqueline Brln Goldberg .03260 Clem Ronald Hooper .22320 Audrey 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 Rowe Est. .00650 Vivian Bowe .00650 Fluor Oil and Gas Corporation .78130	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 INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
86. A. F. Houston (was Tract 57)	T21S-R36E, N.M.P.M. Sec. 7: SE 4	160.00	HBP	Daniel L. Gutman, Trustee under the will of Max Gutman			
				.06510			
				Burford I. King, Trustee			
				.25810			
				Fay Combel Gottesman			
				.06510			
				Gerald Hamil and Dolores			
				.22320			
				Alberta Hooper			
				.44640			
				Delma Inez Campbell			
				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			
				.00072			
				J. Seal			
				Lone Star Production Co.			
.83710							
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.							
.03260							
Hyman, deceased							
.00650							
Catherine Bowe Est.							
.00650							
Vivian Bowe							
.78130							
Fluor Oil and Gas Corp.							
.78130							
Daniel L. Gutman, Trustee							

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
87. E. C. Adkins (was Tract 66)	T21S-R36E, N.M.P.M. Sec. 9: Ex	320.00	HBP	under will of Max Gutman			
				.06510			
				Burford I. King, Trustee			
				.25810			
				Fay Combel Gottesman			
				.06510			
				Gerald Hamli 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			
				Audrey 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			
						Atlantic Richfield Co. 100%	3.457004

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
				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			
				Ones 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 INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
88. A. J. Adkins (was Tract 67)	T21S-R36E, N.M.P.M. Sec. 10: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$	280.00	HBP	James T. Tait W. B. Watson, Agent and Attorney-In-Fact .009765 .75000	None	Exxon Corporation 100%	.931331
89. A. J. Adkins (was Tract 68)	T21S-R36E, N.M.P.M. Sec. 10: NE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	HBP	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 Home Stake Oil & Gas Co. .06950 .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	None	Brady Production Corporation 50% Exxon Corporation 50%	.423313
				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			

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
90. J. D. Knox (was Tract 69)	T21S-R36E, N.M.P.M. Sec. 10: E $\frac{1}{2}$	320.00	HBP	Archbishopric of New York .03472 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	None	Exxon Corporation 100%	1.604876
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	Amoco Production Co. .390700 Atlantic Richfield Co. 6.250000 Arco 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	Amoco Production Co. 12.5%	Wiser Oil Co. 50%	.209848
				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		Two States Oil Company 25% Herman R. Crille 12.5% Kenneth Headley 12.5%	

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	
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	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	Atlantic Richfield 100%	.050973
93. Marshall (was Tract 78)	T21S-R36E, N.M.P.M. Sec. 11: NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 12: NW $\frac{1}{4}$ SW $\frac{1}{4}$	80.00	HBP	See "A" and "B" below	None	Sun Exploration and Production Company 100%	.055857*	
A.	Sec. 11: NE $\frac{1}{4}$ 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 The Home Stake Oil & Gas Company .195310 The Home Stake Royalty Corp. .195310 Marguerite McKim Kent .781250				(.055857)

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
B.	Sec. 12: NW $\frac{1}{4}$ SW $\frac{1}{4}$	(40.00)		Patrick J. Leonard	.260410					(.0000000)
				Robert J. Leonard	.260420					
				Timothy T. Leonard	.260420					
				Manufacturers Hanover Trust Co.						
				as agent for William H.						
				Fleischmann, Jr., Constance Von						
				Contard, 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 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					
				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						
				Contard, 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	PARTICIPATION OF TRACT IN UNIT
94. Marshall (was Tract 79)	T21S-R36E, N.M.P.M. Sec. 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$ 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 Ramsagate 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			
A.	Sec. 11: SE $\frac{1}{4}$ SE $\frac{1}{4}$			See "A" and "B" below	None	Earl R. Bruno 100%	.153687*
				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. Fieischmann, Jr. .260410 The Home Stake Oil & Gas Company .195310 The Home Stake Royalty Corp. .195310 Manufacturers Hanover Trust Co. as agent for William H. Fieischmann, Jr., Constance Von Gontard, 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)

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
B.	Sec. 12: SW $\frac{1}{4}$ SW $\frac{1}{4}$	(40.00)		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, Extr. 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 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 Patrick J. Leonard .260410 Robert J. Leonard .260420 Manufacturers Hanover Trust Co. as agent for William H. Fleischmann, Jr., Constance Von Gontard, and Fredericka Agins .781250 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, Extr. of Estate of Theodore Sedlmayr .781250 Shattuck School .156250			(.091329)

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
95. Coleman "A" (was Tract 83)	T21S-R36E, N.M.P.M. Sec. 17: NW 2 NW 2	40.00	HBP	Wanda Shults .1953125 Wilma Rutland .1953125 Van Shults .1953125 Jack Shults .1953125 Charles Tyson Smith, II .781250 Regents of University of New Mexico .156250		Getty Oil Co. 100%	.375553
				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			

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
96. Coleman (was Tract 84)	T21S-R36E, N.M.P.M. Sec. 17: NE1/4NW1/4	40.00	HBP	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		Atlantic Richfield Company	.363610
	Atlantic Richfield Co.	.227900	None				
	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					
	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					

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			
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 Beil 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			Adobe Royalty, Inc. .13021 Amoco Production Co. .52083 Emma Liston Archer, Trustee of Est. of O. L. Coleman .91150 Liston Archer .03906 Atlantic Richfield Co. .38410 Jane C. Blackford .049805 J. R. Bower, Jr. .50898 David Armstrong Bower, Agent .17344 Bradley Resources Corp..09765 Charles J. Cooper/Fonda.05208 Emely Ann Edwards .00072 Farmer Union Company .29297 Home Stake Oil and Gas Co. .02062 Home Stake Royalty Corp.	None	Getty Oil Company 100%	1.415360

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	
				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 .096679 Everett R. Jones, Jr. .05781 Robert Booth Kellogg .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	PARTICIPATION OF TRACT IN UNIT
98. Coleman (was Tract 86)	T21S-R36E, N.M.P.M. Sec. 17: W3SE4	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 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 Trr-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	None	Shell Western Exploration & Production Inc. 100%	.572268

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	
99. H. C. Collins (was Tract 98)	T21S-R36E, N.M.P.M. Sec. 14: E3W4S SW1/4NE1/4, W1/2SE1/4	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		OVERRIDING ROYALTY OWNER AND PERCENTAGE	WORKING INTEREST OWNER AND PERCENTAGE	PARTICIPATION OF TRACT IN UNIT
				OWNER AND PERCENTAGE				
				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 Coal				
					.05500			
				Mrs. Ernest Frances				
				Bradfield	.01375			
				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.				

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
100. Froma Leck (was Tract 99)	T21S-R36E, N.M.P.M. Sec. 14: NM2NE1/4	40.00	HBP	Coleman	.07810			Gulf Oil Corporation 57.14% Atlantic Richfield Company 28.57% Getty Oil Co. 14.29%		.093085
				Charles F. Bedford	.12500					
				Henry De Graffenreid						
				Bedford	.12500					
				Rachel Bedford Bowen	.12500					
				Mary Vern Ransom	.09770					
				Superior Oil Company	.96880	None				
				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 Bedford	.12500					
				Rachel Bedford Bowen	.12500					
				Mary Vern Ransom	.09770					
				Elien 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						
				Coal	.05500					
				Jacques Peter Adoue,						
				Thomas J. Kelly, 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					
				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						

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
101. McQuarters (was Tract 115)	T21S-R36E, N.M.P.M., Sec. 11: N3NE4	80.00	HBP	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 Boyd E. Penfield .15625 Robert S. Light .78125 Ethel Rushing .78125 Llston 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 Koelke .13020 Wilma M. Phillips and Curtis Darling, Co-Personal Representatives of the Estate of Ross M. Phillips .01090 Toles Company .06510 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 Contard, 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	None	Amoco Production Company 100%	.228542

