

**GAS POOLING AGREEMENT**

THIS AGREEMENT made and entered into the 31<sup>st</sup> day of October, 1955, by and between GULF OIL CORPORATION, hereinafter called "Gulf", and HUBBLE OIL & REFINING COMPANY, hereinafter called "Hubble", and the other parties who execute or ratify this instrument, hereinafter called "Subscribers",

**WITNESSETH, that**

**WHEREAS, Gulf is the owner and holder of oil and gas lease dated November 16, 1933 between Elbert Shipp as lessor, and F. L. Lusk as lessee, covering, among other lands, the  $\frac{1}{4}$ ,  $\frac{1}{4}$ , and  $\frac{1}{4}$  of Section 21, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and**

**WHEREAS, Hubble is the owner and holder of State of New Mexico Oil and Gas Lease No. B-2289 dated November 7, 1933 between the State of New Mexico as lessor, and F. William Kutter as lessee, covering, among other lands, the  $\frac{1}{4}$  of Section 21, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and**

**WHEREAS, Hubble is the owner and holder of State of New Mexico Oil and Gas Lease No. B-2289 dated November 7, 1933 between the State of New Mexico as lessor, and F. William Kutter as lessee, covering, among other lands, the  $\frac{1}{4}$  of Section 21, Township 19 South, Range 37 East, N.M.P.M., Lea County, New Mexico; and**

**WHEREAS, Subscribers own, subject to the rights of Gulf and Hubble, certain royalties and overriding royalties in the said above described land or portion thereof; and**

**WHEREAS, it is the desire of the parties hereto that this agreement cover the  $\frac{1}{4}$  of Section 21, Township 19 South, Range 37 East, Lea County, New Mexico for the production of gas and associated liquid hydrocarbons from a gas well as defined by the New Mexico Oil Conservation Commission within the vertical limits of the Desert Gas Pool as defined by said Commission in its Order No. B-533, said area hereinafter being referred to as the "Pooled Production Unit"; and**

**WHEREAS, in order to comply with existing rules and regulations governing gas well spacing and gas production units, and to acquire a gas allowance for the above described pooled production unit, it is the desire of the parties hereto to pool all leasehold and royalty interests in order to form one tract or unit; and**

**WHEREAS, Gulf desires to operate the pooled production unit as an entirety for the purpose of developing and producing dry gas and associated liquid hydrocarbons in accordance with the terms and provisions of this agreement,**

**NOW, THEREFORE, in consideration of the premises and the mutual advantages offered by this agreement, it is mutually covenanted and agreed by and between the parties hereto that the pooled production unit shall be developed and operated by Gulf, its successors or assigns, for the production therefrom of dry gas and associated liquid hydrocarbons as an entirety,**