



December 27, 2010

VIA HAND DELIVERY

Mark E. Fesmire, JD, PE
Acting Director
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

RECEIVED OOD
2010 DEC 27 P 3:22

Re: Final Approval of the Second Unit Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico.

Dear Mr. Fesmire:

On December 16, 2010, the Bureau of Land Management gave its final approval to the Second Enlargement of the West Bravo Dome Carbon Dioxide Unit Area. With this approval, Hess Corporation, Unit Operator, had obtained all necessary ratifications and approvals for the Second Enlargement of the Unit Area.

Pursuant to the provisions of Oil Conservation Division Order No. R-7707-A entered on November 3, 2010, enclosed for filing are the following documents:

1. a copy of the Unit Agreement for the West Bravo Dome Carbon Dioxide Unit which was approved by the Oil Conservation Division in 1984 on the application of Cities Service Oil & Gas Corporation;
2. the Certificate of Effectiveness for the Second Unit Enlargement with attached Revised Exhibits A, B, and C to the Unit Agreement showing the enlarged unit boundary, ownership in each unit tract and the unit participation following the Second Enlargement;
3. Copies of all ratifications of the Second Unit, including the ratification of Hess Corporation the owner of all working interest committed to the Unit; and
4. Copies of the final approvals of the enlarged Unit Area from the Commissioner of Public Lands [December 6, 2011] and the Bureau of Land Management [December 16, 2011] which commit the state and federal royalty interest to the Enlarged Unit.



Oil Conservation Division Order No. R-7707-A is now in full force and effect and the Second Enlargement of the West Bravo Dome Carbon Dioxide Unit Area will become effective at 7:00 A.M. Mountain Standard time on January 1, 2011.

Very truly yours,

A handwritten signature in black ink, appearing to read "William F. Carr". The signature is fluid and cursive, with a large initial "W" and "C".

William F. Carr

Enclosures

cc: James S. Hughart
Land Manager
Hess Corporation
500 Dallas Street
Houston, Texas 77002

**UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO**

UNIT AGREEMENT

FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the first day of September, 1983, by and between the parties who have signed the original of this instrument, a counterpart hereof, or other instrument agreeing to become a party hereto;

W I T N E S S E T H , T H A T :

WHEREAS, it is necessary to establish the WEST BRAVO DOME CARBON DIOXIDE GAS UNIT in order to prevent waste, promote conservation, provide orderly development, and increase the ultimate recovery of Unitized Substances, and in order to protect the correlative rights of the parties hereto and afford to each of the parties hereto such party's fair and equitable share of Unitized Substances, and it is deemed in the public interest and for the mutual benefit of the parties hereto that the Unit Area be developed and operated as though it were a single lease; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated) to consent to and/or approve this agreement on behalf of the State of New Mexico insofar as it covers and includes lands and mineral interests of the State of New Mexico; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chapter 19, Article 10, Section 4, New Mexico Statutes 1978 Annotated) to amend with the approval of the lessee any oil and gas lease embracing State lands so that the length of the term of said lease will coincide with the terms of this agreement; and

WHEREAS, the Oil and Gas Conservation Division of the State of New Mexico is authorized by an Act of the Legislature (Chapter 70, Article 2, Section 17, New Mexico Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the Mineral Leasing Act of February 25, 1920 41 Stat. 437, as amended, 30 U.S.C. Section 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 unit plan of

1 development or operation of any oil or gas pool, field, or like area, or 1
2 any part thereof for the purpose of more properly conserving the natural 2
3 resources thereof whenever determined and certified by the Secretary 3
4 of the Interior to be necessary or advisable in the public interest; and 4
5

6 WHEREAS, the Mineral Leasing Act of February 25, 1920, as 6
7 amended, supra, and all valid pertinent regulations, including operating 7
8 and unit plan regulations, heretofore issued thereunder are accepted and 8
9 made a part of this Agreement as to Federal lands, provided such regula- 9
10 tions are not inconsistent with the terms of this Agreement, or the oil 10
11 and gas operating regulations of the State of New Mexico in effect as of 11
12 the date hereof; and as to non-Federal lands, the oil and gas operating 12
13 regulations in effect as of the Effective Date hereof governing drilling 13
14 and producing operations, not inconsistent with the terms hereof or the 14
15 laws of the State of New Mexico, are hereby accepted and made a part of 15
16 this Agreement; 16
17

18 NOW THEREFORE, in consideration of the premises, of the mutual 18
19 covenants and agreements herein contained, and of the benefits to be 19
20 derived herefrom, the parties hereto agree as follows: 20
21

22
23 ARTICLE 1
24 DEFINITIONS
25

26
27 As used in this agreement: 27
28

29 1.1 Unit Area is the land described by Tracts in Exhibit B 29
30 and shown on Exhibit A as to which this agreement becomes effective or 30
31 to which it may be extended as herein provided. 31
32

33 1.2 Unitized Formation is the subsurface portion of the Unit 33
34 Area which includes all of the Tubb formation and is described as follows: 34
35

36
37 That stratigraphic interval which extends from the base 37
38 of the "Cimarron Anhydrite Marker," said marker being 38
39 found at a depth of 1968 feet (Elev. 4521.4', Subsea 39
40 Datum +2563.4) on the Schlumberger Compensated Neutron- 40
41 Formation Density Log of the Cities Service Company State 41
42 "DC" Well No. 1, located 1980' from the North Line and 42
43 1980' from the West Line of Section 36, Township 19 North, 43
44 Range 29 East, NMPM, to the top of the Precambrian Base- 44
45 ment, said top being found at a depth of 2114 feet (Sub- 45
46 sea Datum +2417.4) on this same log. 46
47
48
49
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51
52
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54

1		1
2	1.13 <u>Carbon Dioxide Gas Rights</u> are the rights to explore,	2
3	develop and operate lands within the Unit Area for the production of	3
4	Unitized Substances, or to share in the production so obtained or the	4
5	proceeds thereof.	5
6		6
7	1.14 <u>Unit Operations</u> are all operations conducted pursuant	7
8	to this agreement and the Unit Operating Agreement.	8
9		9
10	1.15 <u>Unit Equipment</u> is all personal property, lease and well	10
11	equipment, plants, and other facilities and equipment taken over or	11
12	otherwise acquired for the joint account for use in Unit Operations.	12
13		13
14	1.16 <u>Unit Expense</u> is all cost, expense or indebtedness in-	14
15	curring by Working Interest Owners or Unit Operator pursuant to this	15
16	agreement and the Unit Operating Agreement for or on account of Unit	16
17	Operations.	17
18		18
19	1.17 <u>Effective Date</u> is the time and date this agreement	19
20	becomes effective as provided in Section 17.1.	20
21		21
22	1.18 <u>Commissioner</u> is the Commissioner of Public Lands of	22
23	the State of New Mexico.	23
24		24
25	1.19 <u>Division</u> is the Oil and Gas Division of the State of	25
26	New Mexico.	26
27		27
28	1.20 <u>Authorized Officer (AO)</u> is any employee of the Bureau	28
29	of Land Management who has been delegated the authority to perform	29
30	the duties described in this part.	30
31		31
32	1.21 <u>Director</u> is the Director of the Bureau of Land Manage-	32
33	ment or any person authorized to act on the Director's behalf.	33
34		34
35	1.22 <u>Proper BLM Office</u> is the Bureau of Land Management	35
36	office having jurisdiction over the lands subject to the regulation in	36
37	this part.	37
38		38
39	1.23 <u>Secretary</u> is the Secretary of the Interior of the United	39
40	States of America or any person duly authorized to exercise the powers	40
41	vested in that officer.	41
42		42
43		43
44	ARTICLE 2	44
45	EXHIBITS	45
46		46
47	2.1 The following exhibits, which are attached hereto, are	47
48	incorporated herein by reference and made a part hereof for all purposes.	48
49		49
50	2.1.1 <u>Exhibit A</u> is a map that shows the boundary	50
51	lines of the Unit Area and the Tracts therein.	51
52		52
53		53
54		54

1 Plans shall be modified or supplemented when necessary to meet changed 1
2 conditions or to protect the interests of all parties to this agreement. 2
3 Reasonable diligence shall be exercised in approving submitted plans 3
4 of development and in complying with the obligations of any such approved 4
5 plan. 5
6

7 4.3 Operations. Nothing herein shall prevent Working Interest 7
8 Owners from discontinuing or changing in whole or in part any method of 8
9 operations which, in their opinion, is no longer in accord with good 9
10 engineering or production practices. Other methods of operation may be 10
11 conducted or changes may be made by Working Interest Owners from time to 11
12 time if determined to be feasible, necessary, or desirable to maintain 12
13 deliverability and increase ultimate recovery of Unitized Substances. 13
14 Unit Operator shall keep the Commissioner and the AO informed of any 14
15 changes in any method of operation by furnishing them notice or a copy 15
16 of any order of the Division authorizing such changes. 16
17

18
19 ARTICLE 5
20 TRACT PARTICIPATION
21

22 5.1 Initial Tract Participations. The Initial Tract Partici- 22
23 pation of each Tract is shown on Exhibit C and was computed as follows: 23
24

25 5.1.1 The Initial Tract Participation of each Tract is 25
26 equal to One Hundred (100) times the ratio of the Total Surface Acres 26
27 contained in the Tract divided by the sum of the Total Surface Acres con- 27
28 tained in all Tracts in the Unit Area. In the event fewer than all of 28
29 the Tracts described in Exhibit B are included in the Unit Area on the 29
30 Effective Date, the Tract Participation shall be calculated by Unit 30
31 Operator on the basis of all such included Tracts rather than all Tracts 31
32 described in Exhibit B and Unit Operator shall revise Exhibits A, B, and 32
33 C accordingly. 33
34

35 5.1.2 Total Surface Acres in a Tract are those surface 35
36 acres contained in the Tract as shown on Exhibit B. 36
37

38 5.2 Redetermination of Tract Participations. Within five 38
39 (5) years after the first sales of Unitized Substances delivered into 39
40 the pipeline described in Section 6.1, but in any event no later than 40
41 ten (10) years after the Effective Date hereof, the Tract Participa- 41
42 tion of each Tract shall be redetermined by Working Interest Owners 42
43 subject to approval of the Commissioner. Any such Tract which is then 43
44 shown to be outside the then known productive limits of the Unit Area 44
45 shall be automatically eliminated from the Unit Area, provided, however, 45
46 if drilling is then occurring on step-out locations from producing wells 46
47 with not more than 90 days elapsing between the completion of one well 47
48 and the beginning of the next well, such redetermination may be deferred 48
49 for a period not to exceed two (2) years. The method of redetermining 49
50 Tract Participation Percentages shall be as follows: 50
51
52
53
54

1 5.2.1 The Productive Acres of each Tract shall be deter- 1
2 mined by establishing a zero net pay isopachous line based on the extra- 2
3 polated net pay intervals in all wells in the Unit Area in accordance 3
4 with industry-wide acceptable practices for interpreting underground 4
5 geologic features on maps. Where the zero net pay isopachous line falls 5
6 outside the boundary line of the Unit Area, said Unit Area boundary line 6
7 shall be considered to be the zero net pay isopachous line. Those 7
8 tracts having no Productive Acres shall be automatically eliminated from 8
9 the Unit Area, and no payments made to any of the Royalty Owners of such 9
10 eliminated Tracts under the Initial Tract Participation shall be further 10
11 accounted for. 11
12

13 5.2.2 The redetermined Tract Participations shall be cal- 13
14 culated by dividing each Tract's Productive Acres by the Total Productive 14
15 Acres contained in all Tracts in the Unit Area remaining after exclusion 15
16 of Tracts under Section 5.2.1 and multiplying by one hundred (100). Unit 16
17 Operator shall prepare revised Exhibits A, B, and C and file such revised 17
18 Exhibits in Harding County, New Mexico. Two copies of such revised 18
19 Exhibits shall be provided the Commissioner and five copies provided the 19
20 AO. 20
21

22 5.3 No Retroactive Adjustments. There shall not be any retro- 22
23 active adjustments or accounting for the difference between the Initial 23
24 Tract Participation and the redetermined Tract Participation and no fur- 24
25 ther redetermination of Tract Participations shall ever be made. 25
26

27 5.4 Relative Tract Participation. Except for the redetermi- 27
28 nation under this Article, if the Unit Area is enlarged or reduced, the 28
29 revised Tract Participations of the Tracts remaining in the Unit Area 29
30 and which were within the Unit Area prior to the enlargement or reduction 30
31 shall remain in the same ratio one to another. 31
32

33
34 ARTICLE 6 34
35 RENTAL AND ROYALTY PAYMENTS 35
36
37

38 6.1 Rental Paid Between Effective Date and Delivery of Unitized 38
39 Substances. It is recognized that, although a market presently exists 39
40 for small volumes of Carbon Dioxide Gas, the primary market for Unitized 40
41 Substances cannot be met until a pipeline and field facilities can be 41
42 built, and delivery of Unitized Substances to such facilities will not 42
43 begin until some time after the Effective Date hereof. Therefore, as part 43
44 of the consideration for execution of this agreement, Working Interest 44
45 Owners will pay to Royalty Owners, and the Royalty Owners hereby will 45
46 accept, an additional rental payment of fifty percent of the annual rental 46
47 as prescribed in their respective leases due during the calendar year in 47
48 which the Unit becomes effective. On paid-up leases covering fee and 48
49 patented lands, the amount paid shall be fifty (50) cents per acre. The 49
50 additional annual payment shall increase the annual rental payment on 50
51
52
53
54

1 leases of the State of New Mexico and the annual minimum royalty payment on 1
2 leases of the United States to \$1.50 per acre. In each succeeding year in 2
3 which there is no delivery of Unitized Substances to the pipeline con- 3
4 structed for the primary market, rentals paid by Working Interest Owners 4
5 to Royalty Owners shall be increased an additional five percent (5%) over 5
6 those paid in the preceding year. 6 ✓
7 7

8 6.2 Payment of Royalties. Beginning with the first delivery of 8
9 Unitized Substances to the pipeline, no further rentals shall be due or 9
10 payable, except where minimum rental or royalty payments are required 10
11 under lease agreements committed hereto; and royalty payments for Carbon 11
12 Dioxide Gas produced, saved and delivered into the pipeline shall be made 12
13 to Royalty Owners by Working Interest Owners as set out below. The volume 13
14 of Carbon Dioxide Gas shall be measured at the standard conditions of 14
15 measurement for natural gases which are at 60° Fahrenheit and 15.025 15
16 pounds per square inch absolute pressure base. 16
17 17

18 6.3 Basis of Payment to Royalty Owners. It is recognized by 18
19 the parties hereto that there is now no preeminent market for Carbon 19
20 Dioxide Gas. Therefore, the parties hereto agree that, as further consid- 20
21 eration for entering into this agreement, royalties paid upon the Unitized. 21
22 Substances allocated to each Tract shall be based on the greatest of the 22
23 following: 23
24 24

25 (a) The net proceeds derived from the sale of Carbon 25
26 Dioxide Gas at the well whether such sale is to one or more of the parties 26
27 to this agreement or to any other party or parties. 27
28 28

29 (b) In no case shall the royalties paid under this agree- 29
30 ment for any calendar year after first delivery of Unitized Substances to 30
31 the pipeline be less than the annual rentals or minimum royalties paid 31
32 for the year preceding first delivery of Carbon Dioxide Gas to the pipe- 32
33 line. In the event of any such occurrence, an appropriate retroactive 33
34 payment shall be made. 34
35 35

36 (c) Notwithstanding the foregoing provisions, the State, 36
37 acting by its Commissioner of Public lands may require the payment of 37
38 royalty for all or any part of the Unitized Substances allocated to the 38
39 state leases committed to this agreement and marketed or utilized at a 39
40 price per m.c.f. equal to the maximum price being paid for Unitized Sub- 40
41 stances of like kind and quality and under like conditions in the same 41
42 field or area or may reduce the royalty value of any such Unitized Sub- 42
43 stances (to any amount not less than the net proceeds of sale thereof in 43
44 the field) if the Commissioner of Public Lands shall determine such action 44
45 to be necessary to the successful operation of the lands for Unitized 45
46 Substances purposes or to encouragement of the greatest ultimate recovery 46
47 of Unitized Substances or to the promotion of conservation of Unitized 47
48 Substances. 48
49 49
50 50
51 51
52 52
53 53
54 54

ARTICLE 7
ALLOCATION OF UNITIZED SUBSTANCES

1
2
3
4
5 7.1 Allocation to Tracts. All Unitized Substances produced
6 and saved shall be allocated to the several Tracts in accordance with the
7 respective Tract Participations effective during the period that the
8 Unitized Substances were produced. The amount of Unitized Substances
9 allocated to each Tract, regardless of whether the amount is more or
10 less than the actual production of Unitized Substances from the well or
11 wells, if any, on such Tract, shall be deemed for all purposes to have
12 been produced from such Tract.
13

14 7.2 Distribution Within Tracts. The Unitized Substances
15 allocated to each Tract shall be distributed among, or accounted for to,
16 the parties entitled to share in the production from such Tract in the
17 same manner, in the same proportions, and upon the same conditions as
18 they would have participated and shared in the production from such
19 Tract, or in the proceeds thereof, had this agreement not been entered
20 into, and with the same legal effect. If any Carbon Dioxide Gas Rights
21 in a Tract hereafter become divided and owned in severalty as to different
22 parts of the Tract, the owners of the divided interests, in the absence
23 of an agreement providing for a different division, shall share in the
24 Unitized Substances allocated to the Tract, or in the proceeds thereof,
25 in proportion to the surface acreage of their respective parts of the
26 Tract. Any royalty or other payment which depends upon per well pro-
27 duction or pipeline runs from a well or wells on a Tract shall, after the
28 Effective Date, be determined by dividing the Unitized Substances allo-
29 cated to the Tract by the number of wells on the Tract capable of pro-
30 ducing Unitized Substances on the Effective Date; however, if any Tract
31 has no well thereon capable of producing Unitized Substances on the
32 Effective Date, the Tract shall, for the purpose of this determination,
33 be deemed to have one such well thereon.
34

35 7.3 Taking Unitized Substances in Kind. The Unitized Sub-
36 stances allocated to each Tract shall be delivered in kind at the wellhead
37 to the respective parties entitled thereto by virtue of the ownership of
38 Carbon Dioxide Gas Rights therein or by purchase from such owners. Such
39 parties shall have the right to construct, maintain, and operate within
40 the Unit Area all necessary facilities for that purpose, provided they
41 are so constructed, maintained, and operated as not to interfere with
42 Unit Operations. Any extra expenditures incurred by Unit Operator by
43 reason of the delivery in kind of any portion of Unitized Substances
44 shall be borne by the owner of such portion. If a Royalty Owner has the
45 right to take in kind a share of Unitized Substances and fails to do so,
46 the Working Interest Owner whose Working Interest is subject to such
47 Royalty Interest shall be entitled to take in kind such share of Unitized
48 Substances.
49
50
51
52
53
54

1 written notice by certified mail directed to the Unit Operator hereunder 1
2 of the date such Carbon Dioxide Gas will be needed and of the anticipated 2
3 volumes of such Carbon Dioxide Gas along with the details related to the 3
4 proposed use. Upon receipt of any and every such application, the Unit 4
5 Operator shall promptly so advise the Working Interest Owners by certified 5
6 mail setting forth the details of each application which has been made. 6
7 The one (1) year notice period mentioned above shall begin with the 7
8 receipt of such notice by the Unit Operator, and each applicant shall be 8
9 notified thereof by the Unit Operator. However, subject to the terms and 9
10 provisions hereof, Unit Operator, if allocated Carbon Dioxide Gas is 10
11 available at any time during the one (1) year period mentioned above, may 11
12 commence delivery of such gas to any applicant then ready and willing to 12
13 accept such delivery. 13
14

15 The price and terms of any such sale of Carbon Dioxide Gas shall be a 15
16 matter of bargaining and negotiations between the Working Interest Owners 16
17 of such gas and each purchaser thereof. There shall not be, in any event, 17
18 any obligation on the part of the Working Interest Owners thereof to sell 18
19 and deliver any such Carbon Dioxide Gas either for any use which is not 19
20 in conformity with the provisions hereof or at any point other than either 20
21 at the wellhead or wellheads in the field covered by this agreement or at 21
22 any central manifold measuring, or delivery point of such gas maintained 22
23 by the Working Interest Owners. Further, the Working Interest Owners 23
24 during the period of allocation of Carbon Dioxide Gas shall not be liable 24
25 for any failure to deliver upon demand such maximum ten percent (10%) or 25
26 any lesser portion thereof in the event other markets or uses may have 26
27 absorbed the then current capacity of Carbon Dioxide Gas produced under 27
28 this agreement. 28
29

30 The initial purchaser of Carbon Dioxide Gas under this allocation may 30
31 take to the extent then available all of said ten percent (10%) of 31
32 Carbon Dioxide Gas so allocated or any lesser portion thereof; provided 32
33 that the volume of gas so taken by said initial purchaser, as well as 33
34 subsequent purchasers, shall be subject to diminution and reduction by 34
35 the proportionate allocation thereof between purchasers and fields 35
36 located in New Mexico. Proportionate allocation shall be made by the 36
37 Unit Operator for the Working Interest Owners of the Carbon Dioxide Gas. 37
38 However, anything to the contrary notwithstanding, the owners of Carbon 38
39 Dioxide Gas under this agreement expressly reserve and retain a prior, 39
40 preferred, and continuing right, exercisable at any and all times without 40
41 notice, to use all or a part of this allocated gas in oil fields which 41
42 they operate in whole or part in the State of New Mexico. Any amount of 42
43 such Carbon Dioxide Gas so used by such Working Interest Owners shall be 43
44 counted against the ten percent (10%) volume of allocated gas hereunder. 44
45

46 ARTICLE 8 46
47 USE OR LOSS OF UNITIZED SUBSTANCES 47
48
49

50 8.1 Use of Unitized Substances. Working Interest Owners may 50
51 use or consume Unitized Substances for Unit Operations, including but 51
52 not limited to the injection thereof into the Unitized Formation. 52
53

1 percent (75%) or more of the combined voting interest in all Tracts that 1
2 meet the requirements of Sections 9.1.1 and 9.1.2 have voted in favor of 2
3 the inclusion of such Tract and to accept the indemnity agreement. Upon 3
4 the inclusion of such a tract in the Unit Area, the Unit Participation 4
5 that would have been attributed to the nonsubscribing owners of Working 5
6 Interest in such Tract, had they become parties to this agreement and the 6
7 Unit Operating Agreement, shall be attributed in proportion to their 7
8 respective Working Interests in such Tract to the Working Interest Owners 8
9 in the Tract who have executed indemnity agreements. 9

10
11 9.2 Commitment of Interests to Unit. The execution of this 11
12 agreement by a party shall commit all interests owned or controlled by 12
13 such a party as of the date of execution and additional interests acquired 13
14 before the Effective Date. After the Effective Date, the commitment of 14
15 any interest in any Tract within the Unit Area shall be upon such terms 15
16 as may be negotiated by Working Interest Owners and the owner of such 16
17 interest and upon approval of the Commissioner, provided, however, any 17
18 formerly committed interest as to which title has failed may be recommit- 18
19 ted by the rightful owners on its former basis of participation as pro- 19
20 vided in Section 10.1 hereof. 20
21

22 9.3 Acquisition of Uncommitted Interests. In the event any 22
23 party bound by this agreement acquires an uncommitted interest in any 23
24 Tract included within the Unit Area, such interest upon being so ac- 24
25 quired, shall, upon approval by the Working Interest Owners, be subject 25
26 to this agreement; shall receive its share of the Unit Participation 26
27 allocated to said Tract; and, where the interest acquired is a Working 27
28 Interest, shall also be subject to the Unit Operating Agreement. 28
29

30 9.4 Revision of Exhibits. If any of the Tracts described in 30
31 Exhibit B fail to qualify for inclusion in the Unit Area, Unit Operator 31
32 shall recompute the Tract Participation of each of the qualifying Tracts, 32
33 using the original basis of computation, and shall revise Exhibits A, B, 33
34 and C accordingly. Such revised exhibits shall be effective as of 7:00 34
35 A.M. on the Effective Date. 35
36
37

38 ARTICLE 10 38
39 TITLES 39
40

41
42 10.1 Removal of Tract from Unit Area. If a Tract ceases to 42
43 have sufficient Working Interest Owners or Royalty Owners committed to 43
44 this agreement to meet the conditions of Article 9 because of failure 44
45 of title of any party hereto, such Tract shall be removed from the Unit 45
46 Area effective as of 7:00 A.M. on the first day of the calendar month 46
47 in which the failure of title is finally determined unless within ninety 47
48 (90) days after the date of final determination of the failure of title, 48
49 the Tract qualifies under a Section of Article 9. 49
50
51
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1 10.2 Revision of Exhibits. If a Tract is removed from the Unit 1
2 Area because of failure of title, Unit Operator, subject to Section 5.4, 2
3 shall recompute the Tract Participation of each of the Tracts remaining 3
4 in the Unit Area and shall revise Exhibits A, B, and C accordingly. The 4
5 revised exhibits shall be effective as of 7:00 A.M. on the first day of 5
6 the calendar month in which such failure of title is finally determined. 6
7
8 10.3 Working Interest Titles. If title to a Working Interest 8
9 fails, the rights and obligations of Working Interest Owners by reason of 9
10 the failure of title shall be governed by the Unit Operating Agreement. 10
11
12 10.4 Royalty Interest Titles. If title to a Royalty Interest 12
13 fails but the Tract to which it relates is not removed from the Unit Area, 13
14 the party whose title failed shall not be entitled to share hereunder with 14
15 respect to such interest. 15
16
17 10.5 Production Where Title is in Dispute. If the title or 17
18 right of any party claiming the right to receive in kind all or any por- 18
19 tion of the Unitized Substances allocated to a Tract is in dispute, Unit 19
20 Operator shall either: 20
21
22 (a) require that the party to whom such Unitized Sub- 22
23 stances are delivered or to whom the proceeds thereof are paid furnish 23
24 security for the proper accounting therefor to the rightful owner if 24
25 title or right of such party fails in whole or in part, or 25
26
27 (b) withhold and market the portion of Unitized Sub- 27
28 stances with respect to which title or right is in dispute and impound 28
29 the proceeds thereof until such time as the title or right thereto is 29
30 established by a final judgment of a court of competent jurisdiction or 30
31 otherwise to the satisfaction of Unit Operator whereupon the proceeds so 31
32 impounded shall be paid to the party rightfully entitled thereto. 32
33
34 (c) Notwithstanding any provisions contained herein to 34
35 contrary, no payments or funds due the State of New Mexico or the United 35
36 States shall be withheld; but such funds shall be deposited as directed 36
37 by the Commissioner or the AO to be held as unearned money pending final 37
38 settlement of the title dispute and then applied as earned or returned in 38
39 accordance with such final settlement. 39
40
41 10.6 Payment of Taxes to Protect Title. The owner of surface 41
42 rights to lands within in the Unit Area, or severed mineral interests or 42
43 Royalty Interests in such lands, or lands outside the Unit Area on which 43
44 Unit Equipment is located is responsible for the payment of any ad valorem 44
45 taxes on all such rights, interests, or property, unless such owner and 45
46 Working Interest Owners otherwise agree. If any ad valorem taxes are not 46
47 paid by or for such owner when due, Unit Operator may, with approval of 47
48 Working Interest Owners, at any time prior to tax sale, or expiration of 48
49 period of redemption after tax sale, pay the tax, redeem such rights, 49
50 interests, or property, and discharge the tax lien. Unit Operator shall, 50
51
52
53
54

1 (a) The qualification in accordance with Article 9 of 1
2 Tracts representing not less than seventy-five percent (75%) of Tract 2
3 Participation in the Unit Area as shown on Exhibit C attached hereto. 3
4 4

5 (b) The approval of this agreement by the Division and 5
6 Commissioner; provided, however, if the Commissioner fails or refuses to 6
7 commit the described lands of the State of New Mexico to this agreement, 7
8 this paragraph (b) shall not be a condition precedent to the Effective 8
9 Date as between the parties hereto who have committed their interests; 9
10 and this agreement shall become effective as to all other lands so commit- 10
11 ted that have qualified as described in paragraph (a) above; and 11
12 12

13 (c) The filing of at least one counterpart of this agree- 13
14 ment for record in Harding County, New Mexico. 14
15 15

16 17.2 Ipso Facto Termination. If the requirements of Section 16
17 17.1 are not accomplished on or before December 31, 1984, this agreement 17
18 shall ipso facto terminate on that date (hereinafter called "termination 18
19 date") and thereafter be of no further effect, unless prior thereto 19
20 Working Interest Owners of at least sixty-five percent (65%) of Unit 20
21 Participation have become parties to this agreement and Working Interest 21
22 Owners owning sixty-five percent (65%) or more of that percent have 22
23 decided to extend the termination date for a period not to exceed one 23
24 year. If the termination date is so extended and the requirements of 24
25 Section 17.1 are not accomplished on or before the extended termination 25
26 date, this agreement shall ipso facto terminate on the extended termina- 26
27 tion date and thereafter be of no further effect. 27
28 28

29 17.3 Certificate of Effectiveness. Unit Operator shall file 29
30 for record in Harding County, New Mexico, a certificate stating the 30
31 Effective Date. Two copies of such certificate shall be filed with the 31
32 Commissioner and five copies shall be filed with the AO. 32
33 33

34 34
35 ARTICLE 18 35
36 TERM AND TERMINATION 36
37 37

38 38
39 18.1 Term and Termination. This agreement shall become effec- 39
40 tive as of the Effective Date herein provided and, subject to the terms 40
41 and provisions hereof, shall continue in full force and effect from said 41
42 date as to the leases and/or interests subjected hereto, for so long as 42
43 payments are made hereunder, Unitized Substances are produced, or other 43
44 Unit Operations are conducted, or until Working Interest Owners owning 44
45 seventy-five percent (75%) or more of the Unit Participation determine 45
46 that Unit Operations are no longer profitable or feasible. 46
47 47

48 18.2 Effect of Termination. Upon termination of this agreement, 48
49 the further development and operation of the Unitized Formation as a unit 49
50 shall be abandoned; and Unit Operations shall cease. Each oil and gas 50
51 51
52 52
53 53
54 54

1 lease and other agreement covering lands within the Unit Area shall remain 1
2 in force for sixty (60) days after the date on which this agreement ter- 2
3 minates and for such further period as is provided by the lease or other 3
4 agreement. 4
5
6 18.3 Salvaging Equipment Upon Termination. If not otherwise 6
7 granted by the leases or other instruments affecting each Tract, Royalty 7
8 Owners hereby grant Working Interest Owners a period of six (6) months 8
9 after the date of termination of this agreement within which to salvage 9
10 and remove Unit Equipment. 10
11
12 18.4 Certificate of Termination. Upon termination of this agree- 12
13 ment, Unit Operator shall file for record in Harding County, New Mexico, a 13
14 certificate that this agreement has terminated, stating its termination 14
15 date. Two copies of such certificate shall be filed with the Commissioner 15
16 and five copies shall be filed with the AO. 16
17
18
19 ARTICLE 19 19
20 EXECUTION 20
21
22
23 19.1 Original, Counterpart, or Other Instrument. An owner of 23
24 Carbon Dioxide Gas Rights may become a party to this agreement by signing 24
25 the original of this instrument, a counterpart thereof, or other instru- 25
26 ment agreeing to become a party hereto. The signing of any such instru- 26
27 ment shall have the same effect as if all parties had signed the same 27
28 instrument. 28
29
30 19.2 Joinder in Dual Capacity. Execution as herein provided by 30
31 any party as either a Working Interest Owner or a Royalty Owner shall 31
32 commit all interests owned or controlled by such party. 32
33
34
35 ARTICLE 20 35
36 GENERAL 36
37
38
39 20.1 Amendments Affecting Working Interest Owners. Amendments 39
40 hereto relating wholly to Working Interest Owners may be made if signed by 40
41 all Working Interest Owners. 41
42
43 20.2 Action by Working Interest Owners. Except as otherwise 43
44 provided in this agreement, any action or approval required by Working 44
45 Interest Owners hereunder shall be in accordance with the provisions of 45
46 the Unit Operating Agreement. 46
47
48 20.3 Lien and Security Interest of Unit Operator. Unit Opera- 48
49 tor shall have a lien upon and a security interest in the interests of 49
50 Working Interest Owners in the Unit Area as provided in the Unit Operating 50
51 Agreement. 51
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ARTICLE 21
NONDISCRIMINATION

21.1 Nondiscrimination. In connection with the performance of work under this agreement, Unit Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.

ARTICLE 22
SUCCESSORS AND ASSIGNS

22.1 Successors and Assigns. This agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNERS

CITIES SERVICE OIL AND GAS CORPORATION	Date Signed	Attest, if a Corporation or Witness, if an Individual
By <u>L. H. Stayton</u>	<u>9-10-84</u>	<u>Linda Frick</u> ASSISTANT SECRETARY
<u>L. H. Stayton</u> Vice President	_____	_____
<u>Interior Area</u>	_____	_____
_____	_____	_____

ROYALTY OWNERS

Name	Date Signed	Attest, if a Corporation or Witness, if an Individual
_____	_____	_____
_____	_____	_____
_____	_____	_____

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ARTICLE 21
NONDISCRIMINATION

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21.1 Nondiscrimination. In connection with the performance of work under this agreement, Unit Operator agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246 (30 FR 12319), as amended, which are hereby incorporated by reference in this agreement.

ARTICLE 22
SUCCESSORS AND ASSIGNS

22.1 Successors and Assigns. This agreement shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

WORKING INTEREST OWNERS

CITIES SERVICE OIL AND GAS CORPORATION	Date Signed	Attest, if a Corporation or Witness, if an Individual
--	-------------	---

By _____ Attorney-in-Fact	_____	_____
_____	_____	_____
_____	_____	_____

ROYALTY OWNERS

Name	Date Signed	Attest, if a Corporation or Witness, if an Individual
------	-------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF _____)
COUNTY OF _____) SS

(Attorney-in-Fact)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____, as Attorney-in-Fact, on behalf of _____, a _____ corporation.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

(Corporation)

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

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

(Individual)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____, by _____.

My commission expires:

Notary Public

Bureau of Land Management

CERTIFICATION - DETERMINATION

West Bravo Dome Carbon Dioxide Gas Unit
Harding County, New Mexico

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920 41 Stat. 437, 30 U.S.C. secs. 181, et seq., and delegated to the appropriate (Name and Title of Authorized Officer, BLM) Service under the authority of 30 CFR 226, I do hereby:

- (A) Approve the attached Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit Area, Harding County, State of New Mexico.
- (B) Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.
- (C) Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of said agreement.

DATED _____

Name and Title of Authorized Officer
of the Bureau of Land Management

NEW MEXICO STATE LAND OFFICE
CERTIFICATE OF APPROVAL
COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated September 1, 1983, which has been executed, or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of Unitized Substances and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable Unitized Substances in place under its land in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable Unitized Substances under its lands within the area.
- (d) That the drilling, producing, rental, minimum royalty, and royalty requirements of all State of New Mexico leases made subject to the attached agreement are hereby established, altered, changed or revoked to conform with the terms and conditions of said agreement.
- (e) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, and 7-11-48, New Mexico Statutes Annotated, 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the Unitized Substances resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof,

and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this _____ day of _____, 19 _____.

COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

**WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO**

CERTIFICATE OF EFFECTIVENESS

Hess Corporation, hereby certifies as follows:

1. In accordance with the provisions of the Article 17.3 of the Unit Agreement for the West Bravo Dome Carbon Dioxide Gas Unit ("Unit Agreement") and Oil Conservation Division Order No. R-7707-A, dated November 3, 2010, which approved the application of Hess Corporation for Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit Area (Unit Area'). The Unit Area is enlarged to include 76,949.58 acres, more or less, of Federal, State of New Mexico and fee lands in Harding County, New Mexico, more fully described as follows:

TOWNSHIP 20 NORTH, RANGE 29 EAST, NMPM

Section 21: SW/4SW/4, E/2W/2, W/2SE/4, SE/4SE/4
Section 27: W/2SW/4, SE/4SW/4
Section 28: S/2NE/4, NW/4NE/4, NW/4, S/2
Section 29: S/2
Section 30: Lots 1-4, E/2W/2, SW/4NE/4, SE/4
Section 31: Lots 1-4, E/2W/2, E/2 (All)
Section 32 through 33: All
Section 34: W/2NE/4, SE/4NE/4, NW/4, S/2
Section 35: SW/4

TOWNSHIP 19 NORTH, RANGE 29 EAST, NMPM

Section 1: Lot 4, SW/4NW/4, S/2
Section 2: Lots 1-4, S2N2, S/2 (All)
Section 3: Lots 1-4, S/2N/2, S/2 (All)
Section 4: Lots 1-4, S/2N/2, S/2 (All)
Section 5: Lots 1-4, S/2N/2, S/2 (All)
Section 6: Lots 1-7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 (All)
Section 7: Lots 1-4, E/2W/2, E/2 (All)
Section 8 through 17: All
Section 18: Lots 1-4, E/2W/2, E/2 (All)
Section 19: Lots 1-4, E/2W/2, E/2 (All)
Section 20 through 22: All
Section 23 through 29: All
Section 30: Lots 1-4, E/2W/2, E/2 (All)
Section 31: Lots 1-2, E/2W/2, E/2
Section 32 through 36: All

TOWNSHIP 19 NORTH, RANGE 30 EAST, NMPM

Section 5: Lots 3, 4 S/2NW/4, SW/4
Section 6: Lots 1-7, SE/4NW/4, S/2NE/4, SE/4SW/4, SW/4SE/4
Section 7: Lots 1-4, E/2NW/4, W/2NE/4, SE/4NE/4, NE/4SW/4,
NW/4SE/4, SE/4SE/4
Section 8: N/2SW/4, SW/4SW/4
Section 17: SW/4
Section 18 Lots 1-4, E/2W/2, W/2NE/4, SE/4NE/4, SE/4
Section 19: Lots 1-4, E/2W/2, E/2 (All)
Section 20: W/2, E/2NE/4, N/2SE/4
Section 29: W/2, SE/4
Section 30: Lots 1-4, E/2W/2, E/2 (All)
Section 31: Lots 1-4, E/2W/2, E/2 (All)
Section 32: W/2, W/2E/2, SE/4NE/4, E/2SE/4
Section 33: NW/4SW/4, SE/4NE/4, NE/4SE/4, S/2S/2
Section 34: SW/4, W/2SE/4

TOWNSHIP 18 NORTH, RANGE 29 EAST, NMPM

Section 1: Lots 1-4, S/2N/2, S/2 (All)
Section 2: Lots 1-4, S/2N/2, S/2 (All)
Section 3: Lots 1-4, S/2N/2, S/2 (All)
Section 4: Lots 1-4, S/2N/2, S/2 (All)
Section 5: Lots 1-4, S/2N/2, S/2 (All)
Section 6: Lots 1-3, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4
Section 7: E/2NW, E/2
Section 8 through 16: All
Section 17: W/2, NE/4, W/2SE/4, NE/4SE/4
Section 18: E/2
Section 19: E/2E/2
Section 20 through 28: All
Section 29: E/2, E/2W2, W/2NW, NW/4SW/4
Section 32: E/2, E/2NW/4
Section 33 through 36: All

TOWNSHIP 18 NORTH, RANGE 30 EAST, NMPM

Section 3: Lots 2, 3, 4, SW/4NE/4, NW/4SE/4, S/2NW/4, SW/4
Section 4: Lots 1-4, S/2N/2, S/2 (All)
Section 5: Lots 1-4, S/2N/2, S/2 (All)
Section 6: Lots 1-7, SE/4NW/4, S/2NE/4, E/2SW/4, SE/4 (All)
Section 7: Lots 1-4, E/2W/2, E/2 (All)
Section 8: All
Section 9: All
Section 10: W/2NE/4, SE/4, W/2
Section 11: S/2
Section 15 through 17: All

Section 18: Lots 1-4, E/2W/2, E/2 (All)
Section 19: Lots 1-4, E/2W/2, E/2 (All)
Section 20 through 22: All
Section 23: W/2W/2
Section 25: SW/4SW/4
Section 26: W/2NW/4, S/2S/2
Section 27 through 29: All
Section 30: Lots 1-4, E/2W/2, E/2 (All)
Section 31: Lots 1-4, E/2W/2, E/2 (All)
Section 32 through 35: All

TOWNSHIP 17 NORTH, RANGE 29 EAST, NMPPM

Section 1: Lots 1-4, SE/4NE/4
Section 2: Lots 1-4, SW/4NE/4, S/2NW/4
Section 3: Lots 1-4, S/2N/2, NW/4SE/4, SW/4
Section 4: Lots 1-4, S/2N/2, S/2 (All)
Section 5: Lot 1, SE/4NE/4
Section 9: NE/4NW/4

TOWNSHIP 17 NORTH, RANGE 30 EAST, NMPPM

Section 1: W/2SW/4
Section 2: Lots 1-4, S/2N/2, S/2 (All)
Section 3: Lots 1-4, SW/4NE/4, S/2NW/4, S/2
Section 4: Lots 1-4, S/2N/2, N/2S/2, S/2SW/4
Section 5: Lots 1-4, S/2N/2, SE/4, E/2SW/4
Section 6: Lots 1-7, SE/4NW/4, S/2NE/4, E/2SW/4, W/2SE/4
Section 8: N/2
Section 9: N/2, NE/4SW/4, SE/4
Section 10: All
Section 11: N/2, W/2SW/4
Section 12: W/2NW/4
Section 14: NW/4NW/4
Section 15: N/2N/2, NW/4SE/4, N/2SW/4

2. The unitized formation is the subsurface portion of the Unit Area which includes all of the Tubb formation and is described as follows:

That stratigraphic interval which extends from the base of the "Cimarron Anhydrite Marker," said marker being found at a depth of 1968 feet (Elevation 4521.4' Subsea Datum +2563.4') on Schlumberger Compensated Neutron-Formation Density Log of Cities Service Company State "DC" Well No. 1, located 1980' from the North Line and 1980' from the West Line of Section 36, Township 19 North, Range 29 East, NMPPM, to the top of the Precambrian Basement, said top being found at a depth of 2114 feet (Subsea Datum +2417.4') on this same log.

3. Pursuant to Article 17.1 of the Unit Agreement and Order Paragraph (5) of Order No. R-7707-A, the Second Unit Enlargement becomes effective when:

- A. The Second Enlargement of the Unit Area is approved by the Commissioner of Public Lands for the State of New Mexico;
- B. The Second Enlargement of the Unit Area is approved by the Authorized Officer of the Bureau of Land Management for the United States of America;
- C. Tracts representing not less than 75% of the Tract Participation in the Unit Area as shown on Exhibit C to the Unit Agreement are qualified for inclusion in the Unit Area in accordance with Article 9 thereof; and
- D. A counterpart of this agreement is filed in the records of Harding County, New Mexico.

4. On December 6, 2010, the Commissioner of Public Lands gave final approval to the Second Enlargement of the Unit Area for the State of New Mexico.

5. On December ~~16~~^{16th}, 2010, the Authorized Officer of the Bureau of Land Management gave final approval to the Second Enlargement of the Unit Area for the United States of America.

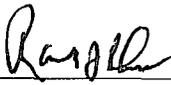
6. Hess Corporation is the only committed working interest owner in the Enlarged Unit Area and has committed its interest to the Unit Agreement. Accordingly, Tracts representing not less than 75% of the Tract Participation in the Unit Area as shown on Exhibit C to the Unit Agreement are qualified for inclusion in the Unit Area in accordance with Article 9 thereof.

7. Revised Exhibits A, B and C to the the Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit are being filed simultaneously with this Certificate in the Office of the County Clerk of Harding County, New Mexico.

8. Accordingly, Division Order No. R-7707-A is in full force and effect and the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit becomes effective at 7:00 A.M. Mountain Standard Time on January 1, 2011.

IN WITNESS WHEREOF, THIS CERTIFICATE IS EXECUTED THIS 17TH DAY OF DECEMBER, 2010.

HESS CORPORATION

BY: 
Randy J. Pharr
Attorney-in-Fact

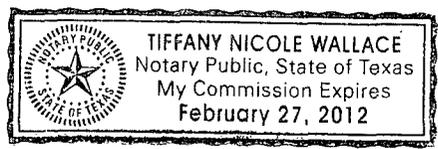
STATE OF TEXAS)
) ss.
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 17th day of December, 2010, by Randy J. Pharr, Attorney-in-Fact, on behalf of Hess Corporation.

Tiffany Nicole Wallace
Notary Public

My Commission Expires:

02-27-2012





20	Federal Tracts	2,613,372.84	10.384% of Unit
40	State Tracts	15,976,574.4	26.764% of Unit
60	Patented Tracts	51,046,602.4	68.899% of Unit
122	Tenets	76,646,549.6	100% of Unit

Legend

West Braco Dome Oil Field

Federal Lands (P-Series on Exhibit "B")

Patented Lands (2000-Series on Exhibit "B")

State Lands (S-Series on Exhibit "B")

HESS CORPORATION
U.S. OILSHALE PRODUCTION

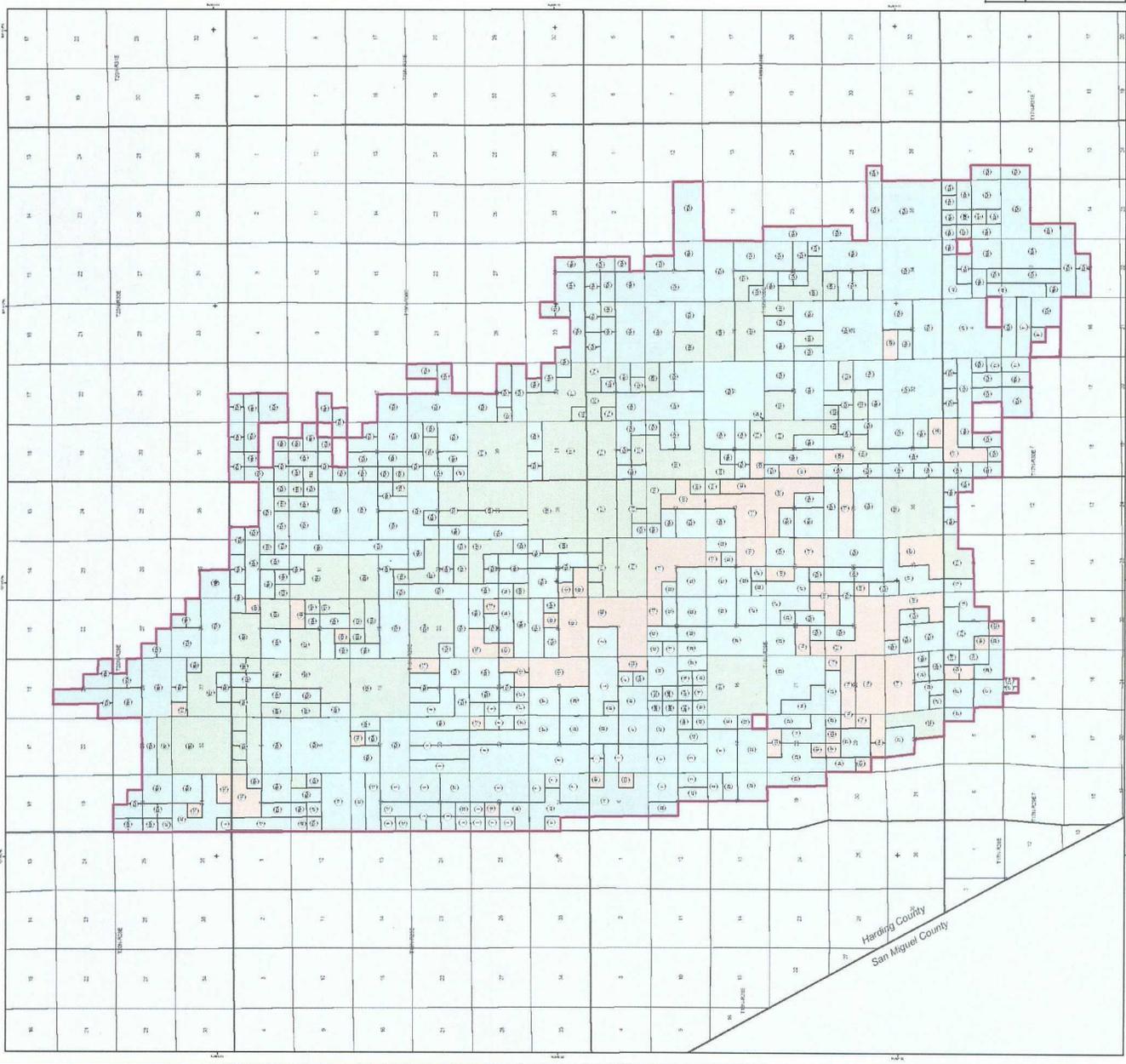
WEST BRAVO DOME UNIT AREA
HARDING COUNTY, NEW MEXICO

EXHIBIT "A"

0 2,000 4,000 8,000 12,000 16,000

1" = 4000'

DATE: October 24, 2009



**EXHIBIT "B" - SECOND ENLARGMENT
WEST BRAVO COME CO2 GAS UNIT
HARDING COUNTY, NEW MEXICO**

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
F-101	T 19N R 28E Sec 27 NWSW T 19N R 28E Sec 28 SWSE T 19N R 28E Sec 28 E2SE T 19N R 28E Sec 30 SENW T 19N R 28E Sec 33 E2 T 19N R 28E Sec 34 S2 T 19N R 28E Sec 34 SWNE T 19N R 28E Sec 35 NWSW T 19N R 28E Sec 35 S2SW	1,000.00		NM-19714 HBP 3/31/1989	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346023961% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% Suzanne P. Dowdle, Trustee of the C.D. Dowdle Trust - .150207291% Kimberly A. Dowdle Herron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Wynn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
F-102	T 18N R 28E Sec 3 LOTS 1, 2, T 18N R 28E Sec 3 S2NE, S2 T 18N R 28E Sec 4 E2SE T 18N R 28E Sec 13 SENE, E2SE	676.86		NM-27898 HBP 8/31/1966	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346023961% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% Suzanne P. Dowdle, Trustee of the C.D. Dowdle Trust - .150207291% Kimberly A. Dowdle Herron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Wynn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
F-103	T 18N R 28E Sec 6 LOT 1, NESE T 18N R 28E Sec 20 NENW, NWNE, T 18N R 28E Sec 20 SESW T 18N R 28E Sec 29 NWSW, NWNE	279.44		NM-30227 HBP 8/31/1987	U.S.A.-ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
F-104	T 17N R 28E Sec 3 NWSW T 17N R 28E Sec 4 LOT 2, SWNE	120.66		NM-31706 HBP 12/31/1987	U.S.A.-ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
F-105	T 17N R 28E Sec 3 SESW	40.00		NM-31848 HBP 1/31/1988	U.S.A.-ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
F-106	T 18N R 30E Sec 18 LOT 4, T 18N R 30E Sec 18 SESW	79.50		NM-19705 HBP	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346023961%	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
				11/30/1984			Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% C.D. Dowdle Trust - .150207291% Kimberly A. Dowdle Herron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Winn LLC - 2.5% Total - 12.5%	
F-107	T 18N R 29E Sec 29 NENW T 18N R 29E Sec 35 S1/2NE, T 18N R 29E Sec 35 SESW, SE	320.00		NM-31154 HBP 10/30/1987	U.S.A.-ALL	HESS CORPORATION		HESS CORPORATION 100%
F-108	T 19N R 29E Sec 3 SENE	40.00		NM-44598 HBP 6/30/1986	U.S.A.-ALL	HESS CORPORATION		HESS CORPORATION 100%
F-109	T 19N R 29E Sec 10 N1/2NE, SESW	120.00		NM-44599 HBP 6/30/1986	U.S.A.-ALL	HESS CORPORATION		HESS CORPORATION 100%
F-110	T 20N R 29E Sec 31 SENW, S1/2E T 20N R 29E Sec 33 N1/2NW	160.00		NM-61445 HBP 12/31/1987	U.S.A.-ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
F-111	T 18N R 30E Sec 19 LOTS 2, 3, 4	118.53		NM-63270 HBP 11/30/1984	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346029961% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% C.D. Dowdle Trust - .150207291% Kimberly A. Dowdle Herron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Winn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
F-112	T 19N R 29E Sec 6 LOTS 1, 2, 3, T 19N R 29E Sec 6 SWNE, SENW T 19N R 29E Sec 21 E1/2NE T 19N R 29E Sec 27 SENE, N1/2NW, T 19N R 29E Sec 27 SWNW T 19N R 29E Sec 29 NENE	479.48		NM-63271 HBP 3/31/1984	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346029961% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% C.D. Dowdle Trust - .150207291% Kimberly A. Dowdle Herron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Winn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
F-113	T 18N R 29E Sec 10 N/2NE T 18N R 29E Sec 11 E/2, N/2NW, T 18N R 29E Sec 11 SENW T 18N R 29E Sec 12 SWNE, N/2SE, T 18N R 29E Sec 12 SWSE T 18N R 29E Sec 13 W/2NE, SW, T 18N R 29E Sec 13 W/2SE T 18N R 29E Sec 14 NWNE, SE	1,200.00		NM-63272 HBP 8/31/1986	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346029861% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% Suzanne P. Dowdle, Trustee of the C.D Dowdle Trust - .150207291% Kimberly A. Dowdle Heiron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319% Scott-Winn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
F-114	T 18N R 29E Sec 22 N/2SW, SWSW T 18N R 29E Sec 28 NENE, S/2N/2, T 18N R 29E Sec 28 S/2 T 18N R 29E Sec 29 SESW, SENE, T 18N R 29E Sec 29 NESE, S/2SE	840.00		NM-63273 HBP 8/31/1987	U.S.A.-ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
F-115	T 18N R 29E Sec 24 NE, N/2NW, T 18N R 29E Sec 24 E/2SE T 18N R 29E Sec 26 NWSW T 18N R 29E Sec 27 W/2NW, S/2 T 18N R 29E Sec 33 N/2 T 18N R 29E Sec 34 N/2NE4, SENE, T 18N R 29E Sec 34 NENW, NESE, T 18N R 29E Sec 34 S/2SE	1,360.00		NM-63274 HBP 11/1/1987	U.S.A.-ALL	HESS CORPORATION		HESS CORPORATION 100%
F-116	T 18N R 29E Sec 22 SESE T 18N R 29E Sec 23 E/2NW, SWSW, T 18N R 29E Sec 23 SE T 18N R 29E Sec 25 S/2N/2 T 18N R 29E Sec 26 NWNW T 18N R 29E Sec 27 N/2NE	600.00		NM-118712 9/1/2017	U.S.A.-ALL	HESS CORPORATION		HESS CORPORATION 100%
F-117	T 17N R 30E Sec 6 LOTS 1,2,3, T 17N R 30E Sec 6 SENW, NESW	199.25		NM-118718 9/1/2017	U.S.A.-ALL	HESS CORPORATION (TUBB FORMATION) RIO GRANDE EXPLORATION COMPANY (ALL OTHER FORMATIONS)	Rio Grande Exploration Co. - 5%	HESS CORPORATION 100%
F-118	T 19N R 29E Sec 17 NWNE	40.00		NM-66904 HBP 4/1/1984	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.346029861% Angela M. Dowdle - .150207291% Suzanne P. Dowdle - .600829165% Suzanne P. Dowdle, Trustee of the C.D Dowdle Trust - .150207291% Kimberly A. Dowdle Heiron - .150207292% Judith Anne Boston - .573547681% Larry S. Payne - .028971319%	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
F-119	T 18N R 30E Sec.30 E/2NW T 18N R 30E Sec.31 S/2E	160.00		NM-66803 HBP 12/1/1984	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.34602961% Angela M. Dowdle - 150207291% Suzanne P. Dowdle - 600829165% C.D Dowdle Trust - 150207291% Kimberly A. Dowdle Herron - 150207292% Judith Anne Boston - 573547681% Larry S. Payne - 028971319% Scott-Winn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
F-120	T 18N R 30E Sec.33 N/2NW	80.00		NM-27900 HBP 9/1/1986	U.S.A.-ALL	HESS CORPORATION	Brazos Bravo Royalty Trust - 8.34602961% Angela M. Dowdle - 150207291% Suzanne P. Dowdle - 600829165% C.D Dowdle Trust - 150207291% Kimberly A. Dowdle Herron - 150207292% Judith Anne Boston - 573547681% Larry S. Payne - 028971319% Scott-Winn LLC - 2.5% Total - 12.5%	HESS CORPORATION 100%
TOTAL FEDERAL TRACTS - 20			7,913.72					
TOTAL FEDERAL ACRES - 7,913.72								
% OF UNIT AREA - 10.2842926								
S-501	T 20N R 29E Sec. 29 S/2S/2 T 20N R 29E Sec. 33 S/2NW, SWNE, T 20N R 29E Sec. 33 N/2S/2, SESW, T 20N R 29E Sec. 33 SWSW	520.00		L05776-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-502	T 20N R 29E Sec. 32 ALL	640.00		L05777-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-503	T 19N R 29E Sec. 2 SWSW T 19N R 29E Sec. 10 SENE, E/2SE T 19N R 29E Sec. 15 N/2NE, NENW T 19N R 29E Sec. 16 ALL	920.00		L05811-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-504	T 19N R 29E Sec. 11 SW, W/2SE, T 19N R 29E Sec. 11 SWNE, S/2NW, T 19N R 29E Sec. 11 NWNW	760.00		L05812-8 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	CATEGORY	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
	T 19N R 29E Sec. 14 W/2NE, NW T 19N R 29E Sec. 15 S/2NE, SENW							
S-505	T 19N R 29E Sec. 3 Lots 2,3,4, T 19N R 29E Sec. 3 SWNE, S/2NW	239.52		L05813-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-506	T 19N R 29E Sec. 3 SE T 19N R 29E Sec. 4 LOTS 1,3,4, T 19N R 29E Sec. 4 S/2NW, SENE, T 19N R 29E Sec. 4 SE, W/2SW T 19N R 29E Sec. 5 LOTS 1,2,3,4, T 19N R 29E Sec. 5 S/2W/2	958.35		L05814-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-507	T 19N R 29E Sec. 9 E/2, W/2NW, T 19N R 29E Sec. 9 E/2SW T 19N R 29E Sec. 10 NW/4	640.00		L05815-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-508A	T 19N R 29E Sec. 26 SWSW T 19N R 29E Sec. 35 SENE/4, E/2SE T 19N R 29E Sec. 36 ALL	800.00		L05816-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-508B	T 19N R 29E Sec. 22 N/2, N/2SE, T 19N R 29E Sec. 22 NESW	440.00		L05816-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-509	T 19N R 29E Sec. 24 E/2SW, SE T 19N R 29E Sec. 25 E/2, E/2W/2	720.00		L05817-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-510	T 19N R 30E Sec. 30 LOTS 1,2,3,4, T 19N R 30E Sec. 30 E/2W/2, E/2	630.96		L05826-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-511	T 19N R 30E Sec. 31 LOTS 2,3,4, T 19N R 30E Sec. 31 E/2SW, SENW, T 19N R 30E Sec. 31 S/2NE, SE T 19N R 30E Sec. 32 NW, N/2SW, T 19N R 30E Sec. 32 SESW, W/2SE, T 19N R 30E Sec. 32 SESE	872.44		L05827-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-512	T 19N R 30E Sec. 32 SWSW	40.00		L05828-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-513	T 18N R 30E Sec. 5 LOTS 3,4, SENW T 18N R 30E Sec. 6 SWSE, SESW T 18N R 30E Sec. 7 LOTS 1,2,3,4, T 18N R 30E Sec. 7 E/2W/2, NWNE, T 18N R 30E Sec. 7 S/2SE	635.46		L05852-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-514	T 18N R 30E Sec. 5 LOTS 1,2, T 18N R 30E Sec. 5 SWNW, SENE	476.18		L05853-4 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
	T 18N R 30E Sec 6 LOTS 1,2,3,4,5, T 18N R 30E Sec 6 SENW, S/2NE			5/1/1981				
S-515	T 18N R 30E Sec 18 LOTS 1,2, T 18N R 30E Sec 18 NENW, S/2SE T 18N R 30E Sec 19 NE, E/2SE	438.34		L05856-4 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-516	T 17N R 29E Sec 2 LOTS 1,2,3, T 17N R 29E Sec 2 SENW, SWNE	200.71		LG4586 HBP 9/1/1987	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-517	T 18N R 29E Sec 1 LOTS 1,2,3,4, T 18N R 29E Sec 1 S/2N/2	317.28		LG4601-1 HBP 9/1/1987	STATE OF NEW MEXICO - ALL	HESS CORPORATION	Clarence Brice and Ann B. Brice H & W - 6.25%	HESS CORPORATION 100%
S-518	T 18N R 29E Sec 1 N/2S/2, SESW, T 18N R 29E Sec 1 S/2SE T 18N R 29E Sec 2 LOTS 1,2,3,4, T 18N R 29E Sec 2 S/2N/2, S/2	911.94		LG4602-5 HBP 9/1/1987	STATE OF NEW MEXICO - ALL	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
S-519	T 18N R 29E Sec 12 N/2NE, SENE, T 18N R 29E Sec 12 NENW SESE T 18N R 29E Sec 13 NENE T 18N R 29E Sec 16 ALL	880.00		LG4603-1 HBP 9/1/1987	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-520	T 18N R 29E Sec 32 E/2NE, SE T 18N R 29E Sec 36 ALL	880.00		LG4604 HBP 9/1/1987	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-521	T 19N R 30E Sec 29 NWSW	40.00		L05823-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-522	T 18N R 30E Sec 20 NW	160.00		L05857-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-523	T 18N R 30E Sec 29 NWNW	40.00		L05859-5 HBP 5/1/1981	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-524	T 18N R 30E Sec 30 NENE	40.00		LH3499-2 HBP 6/1/1995	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-525	T 18N R 30E Sec 16 S /2	320.00		V07907-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-526	T 19N R 30E Sec 18 LOT 4	37.01		V07909-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%

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S-527	T 17N R 30E Sec. 2 SWNW, T 17N R 30E Sec. 2 NESW	80.00		V07921-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-528	T 18N R 30E Sec. 15 N/2SW, T 18N R 30E Sec. 15 SESW	120.00		V07922-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-529	T 18N R 30E Sec. 16 N/2	320.00		V07923-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-530	T 18N R 30E Sec. 27 N/2 NW, T 18N R 30E Sec. 27 S/2SW	160.00		V07924-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-531	T 18N R 30E Sec. 30 E/2 SW, T 18N R 30E Sec. 30 NWSE	120.00		V07925-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-532	T 19N R 30E Sec. 7 LOT 2	37.05		V07926-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-533	T 18N R 30E Sec. 29 S/2NE, N/2SW	160.00		V07908-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-534	T 19N R 30E Sec. 19 SWNE, SENW	80.00		V07927-1 12/1/2011	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
S-535	T 18N R 30E Sec. 21 E/2NE, E/2SW, T 18N R 30E Sec. 22 SWNW, NWSW, T 18N R 30E Sec. 22 S/2SW, SWSE	360.00		L05857-2 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION	OXY USA WTP LIMITED PARTNERSHIP 12.50%	HESS CORPORATION 100%
S-536	T 18N R 30E Sec. 4 SENE T 18N R 30E Sec. 5 SWSE T 18N R 30E Sec. 8 N/2NE T 18N R 30E Sec. 9 SW	320.00		L05852-2 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION	OXY USA WTP LIMITED PARTNERSHIP 12.50%	HESS CORPORATION 100%
S-537	T 19N R 29E Sec. 23 S/2NE, E/2NW, T 19N R 29E Sec. 23 SESW, SWSE T 19N R 29E Sec. 26 N/2NE, SENE, T 19N R 29E Sec. 26 NENW, NESE	440.00		L05817-2 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION	OXY USA WTP LIMITED PARTNERSHIP 12.50%	HESS CORPORATION 100%
S-538	T 19N R 29E Sec. 1 SWSE T 19N R 29E Sec. 2 NESE T 19N R 29E Sec. 7 NENE T 19N R 29E Sec. 12 NENE	160.00		L05811-2 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION	OXY USA WTP LIMITED PARTNERSHIP 12.50%	HESS CORPORATION 100%
S-539	T 19N R 29E Sec. 13 SESE T 19N R 29E Sec. 14 SESW	80.00		L05812-6 HBP	STATE OF NEW MEXICO - ALL	HESS CORPORATION		HESS CORPORATION 100%
TOTAL STATE TRACTS - 40			40					
TOTAL STATE ACRES - 15,995.24			15,995.24					
% OF UNIT AREA - 20.7866502			0.207866502					
2001	T 18N R 29E Sec. 5 Lots 3,4,S/2NW, SW	318.56		5/19/1985	ERNEST V. TRUJILLO SEPARATE PROPERTY	HESS CORPORATION	Rio Petro Ltd. - .584% The Bueyeros Trust - .146%	HESS CORPORATION 100%

2.08333

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2002	T 18N R 29E Sec. 3 Lots 3,4,5/2NW T 18N R 29E Sec. 4 Lots 1,2,3,4,S/2NE T 18N R 29E Sec. 4 SENW	434.22	5/20/1985	JANETTE J. ALFORD SEPARATE PROPERTY	HESS CORPORATION	HESS CORPORATION 100%	HESS CORPORATION 100%
				0.6944%			
				NINA BECAR SEPARATE PROPERTY			
				0.6944%			
				SABRINA TRUJILLO SEPARATE PROPERTY			
				0.34722%			
				CRYSTAL TRUJILLO SEPARATE PROPERTY			
				0.34722%			
				JANETTE J. ALFORD SEPARATE PROPERTY			
				1.3888%			
NINA BECAR SEPARATE PROPERTY							
1.3888%							
SABRINA TRUJILLO SEPARATE PROPERTY							
0.6944%							
CRYSTAL TRUJILLO SEPARATE PROPERTY							
0.6945%							
ERNEST V. TRUJILLO SEPARATE PROPERTY							
4.16666							
12.50000%							
2003	T 18N R 29E Sec. 7 E/2SE T 18N R 29E Sec. 8 SW	240.00	3/15/1985	BETTY LOU WHITE SEPARATE PROPERTY	HESS CORPORATION	HESS CORPORATION 100%	HESS CORPORATION 100%
				6.25%			
				MILDRED GARMS, A WIDOW 6.250%			
				12.50000%			
				MILDRED GARMS, A WIDOW 0.78125%			
				KATHERINE KITCHENS, SEPARATE PROPERTY			
				0.78125%			
				PATRICIA DUNNAGAN, SEPARATE PROPERTY			
				0.78125%			
				FREDDA GARMS-MARTINEZ, SEPARATE PROPERTY			
0.78125%							
BETTY LOU WHITE SEPARATE PROPERTY							
3.125%							
GERALD ACKER, SEPARATE PROPERTY							
0.212500%							

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
				0.2604166%		DENNIS HARRIS	
	JAMES ACKER, SEPARATE PROPERTY			0.212500%		DONALD RAY MACH	
	FRANCIS JAMES ACKER, SEPARATE PROPERTY			0.212500%		MARION JACK OWENS	
	DIANA PAULINE ACKER ADAMS, SEPARATE PROPERTY			0.425000%		ADOLFO SANDOVAL	
	SHIRLEY ANN ACKER SCHACHER, SEPARATE PROPERTY			0.212500%		TOTAL:	1.11625%
	HARVEY BREWER, SEPARATE PROPERTY			0.0868055%			
	LOIS SMITH, SEPARATE PROPERTY			0.0868055%			
	ELAIN MCCLAY, SEPARATE PROPERTY			0.0868055%			
	HEIRS OR DEVISEES OF LORENE K. DICK, DECEASED			0.2604166%			
	IRENE ACKER GIDDEN ESTATE			0.2604166%			
	JOSETTA ACKER HEINRICH, SEPARATE PROPERTY			0.2604166%			
	JEANIE NOGGLER SEPARATE PROPERTY			0.1302083%			
	JUDY SAGE, SEPARATE PROPERTY			0.1302083%			
	AURELIA ACKER SCHOENENBERGER, SEPARATE PROPERTY			0.2604166%			
	MARY ANN ACKER WALTERSCHIED, SEPARATE PROPERTY			0.2604166%			
	REGINA ACKER WARREN, SEPARATE PROPERTY			0.2604166%			
	REGINA ACKER WARREN ET VIR		2/22/1989				
	MARY ANN ACKER WALTER SCHIED ET VIR		2/22/1989				

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
				0.2604166%			
			2/22/1989	AURELIA ACKER SCHOENENBERGER			
			2/22/1989	0.2604166% FRANCIS JAMES ACKER, SEPARATE PROPERTY			
				0.0868054% DIANA PAULINE ACKER ADAMS, SEPARATE PROPERTY			
				0.0868055% SHIRLEY ANN ACKER SCHACHER, SEPARATE PROPERTY			
			2/22/1989	0.0868055% JOSETTA ACKER HEINRICH ET VIR			
			2/22/1989	0.2604166% GERALD ACKER ET UX			
			2/22/1989	0.2604166% HEIRS OR DEVISEES OF LORENE K. DICK, DECEASED			
			2/22/1989	0.2604166% JAMES ACKER ET UX			
			2/22/1989	0.2604166% ROBERT ACKER ET UX			
			2/22/1989	0.2604166% IRENE ACKER GIDDEN ESTATE			
			2/22/1989	0.2604166% HARVEY BREWER, SEPARATE PROPERTY			
				0.0868055% LOIS SMITH, SEPARATE PROPERTY			
				0.0868055% ELAIN MCLAY, SEPARATE PROPERTY			
			2/22/1989	0.0868055% JEANIE NOGGLER, SEPARATE PROPERTY			
				0.1302083% JUDY SAGE, SEPARATE PROPERTY			
				0.1302083% 12.50% T. E. MITCHELL & SON, INC.			
2004	T 19N R 29E Sec. 21 W/2NW, N/2SW T 20N R 29E Sec. 31 LOT 4	197.54	5/21/1985	12.50% T. E. MITCHELL & SON, INC.	HESS CORPORATION	HESS CORPORATION 100%	HESS CORPORATION 100%
2005	T 18N R 29E Sec. 17 N/2NE, NW T 18N R 29E Sec. 18 N/2NE	320.00	5/17/1985	4.1667% JANETTE J. ALFORD SEPARATE PROPERTY	HESS CORPORATION	HESS CORPORATION 100%	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2006	T 19N R 29E Sec. 19 NE	1,720.00	5/19/1985	NINA BECAR SEPARATE PROPERTY	HESS CORPORATION		HESS CORPORATION 100%
	T 19N R 29E Sec. 20 E/2W/2, W/2E/2			4.1667%			
	T 19N R 29E Sec. 28 SWNW			SABRINA TRUJILLO SEPARATE PROPERTY			
	T 19N R 29E Sec. 29 W/2, W/2E/2,			2.0833%			
	T 19N R 29E Sec. 29 SENE, NESE			CRYSTAL TRUJILLO SEPARATE PROPERTY			
	T 19N R 29E Sec. 30 E/2			2.0834%			
	T 19N R 29E Sec. 32 W/2			12.50%			
	T 19N R 29E Sec. 19 NE			ERNEST V. TRUJILLO, SEPARATE PROPERTY			
	T 19N R 29E Sec. 20 E/2W/2, W/2E/2			6.25%			
	T 19N R 29E Sec. 29 W/2, W/2E/2,			JANETTE J. ALFORD SEPARATE PROPERTY			
T 19N R 29E Sec. 29 SENE, NESE	2.0833%						
T 19N R 29E Sec. 30 E/2	NINA BECAR SEPARATE PROPERTY						
T 19N R 29E Sec. 32 W/2	2.0833%						
T 19N R 29E Sec. 31 N/2NE,	SABRINA TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	1.04166%						
T 19N R 29E Sec. 31 N/2NE,	CRYSTAL TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	1.04166%						
T 19N R 29E Sec. 31 N/2NE,	12.50%						
T 19N R 29E Sec. 31 SENE, SE	ERNEST V. TRUJILLO, SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	6.25%						
T 19N R 29E Sec. 31 SENE, SE	JANETTE J. ALFORD SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	2.0833%						
T 19N R 29E Sec. 31 SENE, SE	NINA BECAR SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	2.0833%						
T 19N R 29E Sec. 31 SENE, SE	SABRINA TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	1.04166%						
T 19N R 29E Sec. 31 SENE, SE	CRYSTAL TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	1.04166%						
T 19N R 29E Sec. 31 SENE, SE	12.50%						
T 19N R 29E Sec. 31 SENE, SE	ERNEST V. TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	2.08334%						
T 19N R 29E Sec. 31 SENE, SE	ERNEST V. TRUJILLO SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	1.04167%						
T 19N R 29E Sec. 31 SENE, SE	JANETTE J. ALFORD SEPARATE PROPERTY						
T 19N R 29E Sec. 31 SENE, SE	0.3472%						
2007	T 19N R 29E Sec. 31 N/2NE,	280.00	5/19/1985	HESS CORPORATION	HESS CORPORATION		HESS CORPORATION 100%
	T 19N R 29E Sec. 31 SENE, SE			6.25%			
2008	T 19N R 29E Sec. 20 W/2W/2	160.00	2/24/1988	HESS CORPORATION	HESS CORPORATION		HESS CORPORATION 100%
	T 19N R 29E Sec. 20 W/2W/2			2.08334%			
T 19N R 29E Sec. 20 W/2W/2	5/19/1985	ERNEST V. TRUJILLO SEPARATE PROPERTY	1.04167%				
T 19N R 29E Sec. 20 W/2W/2	JANETTE J. ALFORD SEPARATE PROPERTY	0.3472%					

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
	NINA BECAR SEPARATE PROPERTY			0.3472%			
	SABRINA TRUJILLO SEPARATE PROPERTY			0.17360%			
	CRYSTAL TRUJILLO SEPARATE PROPERTY			0.17360%			
	JANETTE J. ALFORD SEPARATE PROPERTY		5/20/1985	0.6944%			
	NINA BECAR SEPARATE PROPERTY			0.6944%			
	SABRINA TRUJILLO SEPARATE PROPERTY			0.34722%			
	CRYSTAL TRUJILLO SEPARATE PROPERTY			0.34721%			
	FRANCES L. CUNNISON SEPARATE PROPERTY		6/18/1989	0.23438%			
	MARY MARGARET HEIMEL, SEPARATE PROPERTY			0.742187%			
	RICHARD E. JOHNSON, SEPARATE PROPERTY			0.742187%			
	DAVID JONES, SEPARATE PROPERTY			0.0390624%			
	JEFFREY JONES, SEPARATE PROPERTY			0.0390624%			
	JON JONES, SEPARATE PROPERTY			0.0390624%			
	ROBERT F. LYNN, SEPARATE PROPERTY			0.23438%			
	F. J. PARKE ESTATE SEPARATE PROPERTY			1.8750%			
	F. J. PARKE, JR., SEPARATE PROPERTY			0.1171875%			
	RICHARD MADOLE PARKE, SEPARATE PROPERTY			0.625%			
	NANCY PARKE CAGNACCI SEPARATE PROPERTY			0.625%			
	MICHAEL CHARLES PARKE, SEPARATE PROPERTY			0.625%			

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
				0.7812489%			
				BETTY DRAKE RIPPLE			
				2.34375%			
				ERNEST V. TRUJILLO			
				3.125%			
				U.S. AGBANK, FCB			
				4.6875%			
				15.625%			
2011	T 18N R 29E Sec. 6 LOTS 2,3 SENW, T 18N R 29E Sec. 6 S/2NE, E/2SW, T 18N R 29E Sec. 6 NWSE, S/2SE T 18N R 29E Sec. 7 NE T 18N R 29E Sec. 8 NW T 19N R 29E Sec. 31 Lot 2	758.08	6/4/1985	ARMAND L. SMITH, SEPARATE PROPERTY 6.25% S. CRAIG SMITH, SEPARATE PROPERTY 6.25% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2012	T 19N R 29E Sec. 6 LOTS 4,5,6,7	150.96	6/10/1985	MAGIN E. MARTINEZ AND DOLORES MARTINEZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2013	T 17N R 29E Sec. 2 LOT 4, SWNW T 17N R 29E Sec. 3 LOT 1, S/2NE, T 17N R 29E Sec. 3 NWSE T 18N R 29E Sec. 35 N/2NE, NENW, T 18N R 29E Sec. 35 S/2NW, T 18N R 29E Sec. 35 N/2SW, SWSW	560.38	7/7/1985	ELOYD D. BACA WHOSE WIFE IS FLORA BACA 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2014	T 18N R 29E Sec. 20 SWNE, NWSE, T 18N R 29E Sec. 20 S/2SE T 18N R 29E Sec. 21 SWNW, NWSW, T 18N R 29E Sec. 21 S/2SW	320.00	7/3/1985	LARRY CONE AND TONYA CONE, HIS WIFE, AS JOINT TENANTS 6.25% CHARLES WEBSTER AND LYDIA WEBSTER, HIS WIFE, AS JOINT TENANTS 6.25% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2015	T 18N R 29E Sec. 10 SWNW	40.00	9/15/1991	THE JMB TRUST 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2016	T 18N R 29E Sec. 9 NE, NWSE, SESW T 18N R 29E Sec. 10 NWNW, E/2NW	360.00	9/15/1991	THE JMB TRUST 6.25% ANADARKO PETROLEUM COMPANY 9.375% 15.625%	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2017	T 17N R 29E Sec. 4 SW T 17N R 29E Sec. 9 W/2NENW	180.00		7/9/1985	TRINIDAD GARCIA, SEPARATE PROPERTY 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2018	T 19N R 29E Sec. 7 LOTS 3,4, T 19N R 29E Sec. 7 E/2SW, SE T 19N R 29E Sec. 18 LOT 1, NENW, T 19N R 29E Sec. 18 N/2NE	474.29		7/2/1985	ARMAND L. SMITH, SEPARATE PROPERTY 4.16666% AND CRAIG S. SMITH, SEPARATE PROPERTY 4.16667% MARSHA GONZALES SEPARATE PROPERTY 0.6944440% CHAUNTELL KING, SEPARATE PROPERTY 0.347222% DONELLA KINGSBURY, SEPARATE PROPERTY 0.347222% KAREN LEWIS, SEPARATE PROPERTY 0.6944440% BETTY DRAKE RIPPLE, SEPARATE PROPERTY 2.083333% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2019	T 19N R 29E Sec. 18 LOT 2, SENW, T 19N R 29E Sec. 18 S/2NE	158.21		7/2/1985	ARMAND L. SMITH, SEPARATE PROPERTY 3.12500% AND CRAIG S. SMITH, SEPARATE PROPERTY 3.12500% U.S. AG BANK, FCB 4.6675% MARSHA GONZALES, SEPARATE PROPERTY 0.5208333% CHAUNTELL KING, SEPARATE PROPERTY 0.260417% DONELLA KINGSBURY, SEPARATE PROPERTY 0.260417% KAREN LEWIS, SEPARATE PROPERTY 0.5208333% BETTY DRAKE RIPPLE, SEPARATE PROPERTY 1.562500% 14.0625%	HESS CORPORATION		HESS CORPORATION 100%
2020	T 17N R 29E Sec. 3 SWSW T 17N R 29E Sec. 4 SESE, W/2SE	160.00		7/23/1985	ALECIO TRUJILLO OR PRESCILLA B. TRUJILLO, H&W, AS JOINT TENANTS	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2021A	T 17N R 29E Sec. 3 LOTS 2,3,4, T 17N R 29E Sec. 3 S1/2NW, NESW T 17N R 29E Sec. 4 SENE, T 17N R 29E Sec. 4, NESE T 17N R 29E Sec. 9 E2/2NEW	341.23	8/5/1985	12.50% ALECIO TRUJILLO, SEPARATE PROPERTY 6.25% ALECIO TRUJILLO, WHOSE WIFE IS PRESCILLA B. TRUJILLO 6.25% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2021B	T 17N R 29E Sec. 4 LOT 1	40.59	8/5/1985	4.6875% ALECIO TRUJILLO, SEPARATE PROPERTY 4.6875% ALECIO TRUJILLO, WHOSE WIFE IS PRESCILLA B. TRUJILLO 4.6875% 9.38% KAREN J. JOHNSON, A MARRIED WOMAN 0.00%	HESS CORPORATION		HESS CORPORATION 75%
2022	T 18N R 29E Sec. 7 E2/NW	80.00	6/5/1985	12.50% THE LAUDER FAMILY REVOCABLE TRUST	UNLEASED		Unleased 25%
2023	T 18N R 29E Sec. 17 W/2SE, SW T 18N R 29E Sec. 18 SE T 18N R 29E Sec. 19 E/2E/2 T 18N R 29E Sec. 20 SENW, T 18N R 29E Sec. 20 NESW, E2/2NE, T 18N R 29E Sec. 20 W/2W/2, NESE T 18N R 29E Sec. 21 NWNW, E2/2NW, T 18N R 29E Sec. 21 NESW, E/2 T 18N R 29E Sec. 22 SWNE T 18N R 29E Sec. 28 N/2NE, N/2NW T 18N R 29E Sec. 29 NESW, SENW, T 18N R 29E Sec. 29 NENE, SWNE, T 18N R 29E Sec. 29 NWSE T 18N R 29E Sec. 32 E/2NW, W/2NE	1,920.00	7/30/1985	6.25% ARMAND L. SMITH, SEPARATE PROPERTY 6.25% S. CRAIG SMITH, SEPARATE PROPERTY 6.25% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2024	T 18N R 29E Sec. 33 N/2SW, T 18N R 29E Sec. 33 SESW, NWSE	160.00	7/30/1985	3.12500% ARMAND L. SMITH, SEPARATE PROPERTY 3.12500% S. CRAIG SMITH, SEPARATE PROPERTY 3.12500% 11/14/1989 0.586875% ALFRED BROWN, JR. SEPARATE PROPERTY 0.586875% OLIVIA CARPER, SEPARATE PROPERTY 0.586875%	HESS CORPORATION		HESS CORPORATION 75%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2025	T 18N R 29E Sec. 9 E/2SE T 18N R 29E Sec. 10 W/2SW	160.00		11/14/1989	CLAUDE BROWN, SEPARATE PROPERTY 0.586875% PAULINE J. WALDROP, SEPARATE PROPERTY 0.586875% LENA BROWN, SEPARATE PROPERTY 2.3475% ALFRED KRESS, WHOSE WIFE IS MARGARET KRESS 0.000% 10.9450%	UNLEASED 25% HESS CORPORATION	UNLEASED 25% 100% HESS CORPORATION 100%	
2026	T 18N R 29E Sec. 15 W/2 T 18N R 29E Sec. 22 NW	480.00		9/15/1991 7/25/1989	THE JMB TRUST 6.25% TOMMIE JANE DOUGHTY, 1.30208% EMMA JANE STRONG, 3.64663% ROBERT PORTER STRONG, 1.30208% 12.50% THE JMB TRUST 6.25% ROSEMARY LYNN ORR, SEPARATE PROPERTY 1.5625% ROSEMARY ALLEN ROACH, SEPARATE PROPERTY 3.1250% LEANNE CHESSHIR SIEWERT, SEPARATE PROPERTY 1.5625% 12.50%	HESS CORPORATION HESS CORPORATION	THE BUEYEROS TRUST 0.2000% NEWKIRK ROYALTY TRUST 0.80% SPIKE BOX LAND & CATTLE COMPANY, INC. 1.250% JOE B. WELLS & BRENDA B. WELLS 0.1250% J.A. WHITTENBURG, III AND JEANNE P. WHITTENBURG, HIS WIFE 0.0625% J.A. WHITTENBURG, TRUSTEE 0.0625% TOTAL: 2.5000%	HESS CORPORATION 100%
2027	T 17N R 29E Sec. 4 LOTS 3,4, T 17N R 29E Sec. 4 S/2NW T 17N R 29E Sec. 5 LOT 1, SENE	242.27		1/10/1990	ANNIE ARAGON, SEPARATE PROPERTY 1.38889% ROBERT JOSEPH ARCHULETA, MARITAL STATUS UNKNOWN 0.66445%	HESS CORPORATION	HESS CORPORATION 100%	

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				PAULA PACHECO, SEPARATE PROPERTY 1.38889%			
				ADELINA ACOSTA SEPARATE PROPERTY 1.38889%			
			1/10/1990	NICK ARCHULETA, SEPARATE PROPERTY, LIFE TENANT, REMAINDER TO JOSE ARCHULETA AND BRIAN ARCHULETA, AS JOINT TENANTS, SEPARATE PROPERTY 1.38888%			
				PROCOPIO ARCHULETA, JR. MARITAL STATUS UNKNOWN 0.69445%			
				TOMASITA MARTINEZ SEPARATE PROPERTY 1.38889%			
				JAMES ARGUELLO, A MARRIED MAN, THE NAME OF WHOSE WIFE IS UNKNOWN 1.38889%			
				SUSIE BUTTRAM, SEPARATE PROPERTY 1.38889%			
			1/10/1990	BETTY CATHERINE ARCHULETA, MARITAL STATUS UNKNOWN 1.38889%			
				12.50%			
2028	T 18N R 28E Sec. 18 S/2NE	80.00	5/9/1985	NICK ARCHULETA, AKA ANELETO ARCHULETA, SEPARATE PROPERTY, FOR LIFE, REMAINDER TO JOSE ARCHULETA, AS JOINT TENANTS, SEPARATE PROPERTY 14.58333%	HESS CORPORATION	J.T. BOYETT, MARITAL STATUS UNKNOWN 100%	HESS CORPORATION 100%
			1/10/1990	ADELINA ACOSTA 1.38889%			
			1/10/1990	ADRIAN JOHN ARCHULETA, MARITAL STATUS UNKNOWN 1.38889%			
				17.361111%			
2029	T 19N R 29E Sec. 32 SE T 19N R 29E Sec. 33 SW	320.00	4/16/1989	DOROTHY D. HIGH, ROBERT E. PARKER, RUTH O'DONNELL,	HESS CORPORATION	J.T. BOYETT, MARITAL STATUS UNKNOWN 100%	HESS CORPORATION 100%

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2030	T 19N R 29E Sec. 19 SESW	40.00	12/10/1989	KATHLEEN D. BRAND, JAMES B. DUVALL A/K/A JAMES BIRCH DUVALL, SR. AND JOSEPH M. DUVALL 12.50%	HESS CORPORATION	0..42500% DENNIS HARRIS, MARITAL STATUS UNKNOWN 0..42500% DONALD RAY MACH, MARITAL STATUS UNKNOWN 0..42500% MARION JACK OWENS, MARITAL STATUS UNKNOWN 0..85000% ADOLFO SANDOVAL, MARITAL STATUS UNKNOWN 0..10625% 2.2312500%	HESS CORPORATION 100%
2031	T 18N R 29E Sec. 29 W/2NW	80.00	12/27/1988	JIMMIE R. HAZEN, TRUSTEE OF THE HAZEN FAMILY TRUST 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2032	T 18N R 29E Sec. 17 E/2NE, NESE	120.00	2/25/1985 2/25/1985	CHARLES WEBSTER AND LYDIA WEBSTER, H&W, AS JOINT TENANTS 0.00% JAMES H. REXROAD, JR. AND JANET SVOBODA, HUSBAND AND WIFE, AS JOINT TENANTS, SEPARATE PROPERTY 6.25% WILLIAM G. REXROAD, SEPARATE PROPERTY 6.25% 12.50% ARMAND L. SMITH SEPARATE PROPERTY 6.25% S. CRAIG SMITH SEPARATE PROPERTY 6.25% 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2033	T 18N R 29E Sec. 5 LOTS 1,2, T 18N R 29E Sec. 5 S/2NE	158.64	5/16/1985 5/16/1985 5/16/1985	SAMANTHA S. GALLENINE ET VIR 2.50% BARBARA G. SCHEIBLING ET VIR 0.6250% JAMES S. STICKEL	HESS CORPORATION	J.T. BOYETT, MARITAL STATUS UNKNOWN 0..40375% DENNIS HARRIS, MARITAL STATUS UNKNOWN 0..40375% DONALD RAY MACH, MARITAL STATUS UNKNOWN	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
				SEPARATE PROPERTY 0.6250%		UNKNOWN 0.40375%	
			5/16/1985	MARK STEVEN STICKEL SEPARATE PROPERTY 0.6250%		MARION JACK OWENS, MARITAL STATUS UNKNOWN 0.80750%	
			5/16/1985	PATRICIA HENSEL ET VIR 0.8333%		WAYNE PORTER, WHOSE WIFE IS DIXIE O. PORTER 0.1008375%	
			5/16/1985	JOYCE K. MILLER ET VIR 0.8333%		ADOLFO SANDOVAL MARITAL STATUS UNKNOWN 0.1008375%	
			5/16/1985	AUGUST C. STICKEL, III SEPARATE PROPERTY 0.8333%		TOTAL: 2.2206250%	
			5/16/1985	DANIEL A. STICKEL SEPARATE PROPERTY 0.41667%			
			5/16/1985	HERS OF EUGENE S. STICKEL III, DECEASED 0.41667%			
			5/16/1985	MARY C. STICKEL BARBIEA SEPARATE PROPERTY 0.41667%			
			5/16/1985	T.J. STICKEL ET UX 1.2500%			
			5/16/1985	SARA E. WORK ET VIR 2.5000%			
			2/18/2013	DIANN G. MUCK SEPARATE PROPERTY 0.0625%			
			2/18/2013	KELLY STICKEL SEPARATE PROPERTY 0.1667%			
			2/18/2013	ALLISON E. STICKEL SEPARATE PROPERTY 0.1667%			
			2/10/2014	CHRISTOPHER J. STICKEL SEPARATE PROPERTY 0.1667%			
			2/10/2014	DAVID SCOTT STICKEL SEPARATE PROPERTY 0.1667%			
				12.6000%			
2034	T 19N R 29E Sec. 26 NWSW T 19N R 29E Sec. 27 NESW, N/2SE T 19N R 29E Sec. 30 LOT 4, E/2SW	278.59	7/19/1987	ANTONIO L. TRUJILLO, A SINGLE MAN, FOR LIFE, REMAINDER TO ROBERT L. TRUJILLO AND CANDIDO L. TRUJILLO, SINGLE MEN, AS JOINT TENANTS 12.5000%	HESS CORPORATION		HESS CORPORATION 100%
2035	T 19N R 29E Sec. 19 SE	160.00	8/15/1987	JANETTE J. ALFORD SEPARATE PROPERTY	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES	CATEGORY TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2036	T 18N R. 28E Sec. 9 SWSW	40.00		2/14/1988	THE JMB TRUST 2.08333% NINA BECAR SEPARATE PROPERTY 2.08333% SABRINA TRUJILLO SEPARATE PROPERTY 1.04167% CRYSTAL TRUJILLO SEPARATE PROPERTY 1.04167% ERNEST VANCE, TRUJILLO 6.25000% 12.50000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
2037	T 19N R. 29E Sec. 28 W/2SW, T 19N R. 29E Sec. 28 SESW T 19N R. 29E Sec. 29 SESE T 19N R. 29E Sec. 32 NE T 19N R. 29E Sec. 33 NW	480.00		6/22/1978	SAMANTHA S. GALLENTE ET VIR 2.5000% BARBARA G. SCHEIBLING, SEPARATE PROPERTY 0.625000% ALLISON ELIZABETH STICKEL, SEPARATE PROPERTY 0.1250% DIANN G. MUCK SEPARATE PROPERTY 0.1250% CHRISTOPHER JAMES STICKEL, SEPARATE PROPERTY 0.1250% KELLY ANN STICKEL SEPARATE PROPERTY 0.1250% MARK STEVEN STICKEL, SEPARATE PROPERTY 0.62500% JAMES S. STICKEL SEPARATE PROPERTY 0.62500% PATRICIA A. HENSEL SEPARATE PROPERTY 0.8333% JOYCE K. MILLER, SEPARATE PROPERTY 0.8333% AUGUST CHARLES STICKEL III, SEPARATE PROPERTY	HESS CORPORATION		HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2038	T 18N R 28E Sec. 9 SWSE	40.00	6/22/1978	0.8333% DANIEL A. STICKEL SEPARATE PROPERTY 0.41667% HEIRS OF EUGENE S. STICKEL III, BEING KATHLEEN FERN STICKEL 0.41667% MARY C. STICKEL ET AL 0.41667% T.J. STICKEL SEPARATE PROPERTY 1.2500% SARA E. WORK ET VIR 2.5000% DAVID STICKEL SEPARATE PROPERTY 0.62500% 12.5000%	HESS CORPORATION		HESS CORPORATION 100%
2039A	T 18N R 28E Sec. 4 SWSE T 18N R 28E Sec. 8 NESE	80.00	2/14/1988	9.3750% 15.6250% BARBARA B RUCE CULLEN SEPARATE PROPERTY 4.16667% SHARON BRUCE JONES SEPARATE PROPERTY 4.16666% HELEN BRUCE MOREMAN SEPARATE PROPERTY 4.16667% 12.50000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%
2039B	T 18N R 28E Sec. 9 NWNW	40.00	2/14/1988	6.2500% RAY CULLEN, JR. SEPARATE PROPERTY 6.2500% 12.50000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION
2039C	T 18N R 28E Sec. 9 NENW	40.00	2/14/1988	6.2500% DEBORAH ELAINE EWALD WHOSE HUSBAND IS DAVE EWALD 6.2500% 12.50000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	HESS CORPORATION 100%

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2039D	T 18N R 29E Sec. 9 SENW	40.00	2/14/1988	KIMBERLY MOREMAN MARITAL STATUS UNKNOWN 12.500000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2039E	T 18N R 29E Sec. 9 SWNW	40.00	2/14/1988	CHRISTOPHER AUSTIN AND BETH DECKER AUSTIN, H&W 12.500000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2039F	T 18N R 29E Sec. 9 NESW	40.00	2/14/1988	THE JMB TRUST BETH JONES DENNIS MARITAL STATUS UNKNOWN 6.25000% 6.25000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2039G	T 18N R 29E Sec. 9 NWSW	40.00	2/14/1988	ERIC JONES MARITAL STATUS UNKNOWN 12.500000%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2040	T 20N R 29E Sec. 31 LOTS 1,2,3, T 20N R 29E Sec. 31 NENW, T 20N R 29E Sec. 31 E/2SW, N/2SE	310.94	5/18/1988	LINDA H. LEWIS, SEPARATE PROPERTY 6.2500%	HESS CORPORATION	Rio Petro Ltd. - .88% The Bueyeros Trust - .22%	100% HESS CORPORATION
			11/1/1989	HEIRS, DEVISEES OR SUCCESSORS OF E. J. GANNON, JR. 9.375000% 15.625%			
2041	T 18N R 29E Sec. 4 SW, NWSE, T 18N R 29E Sec. 4 SWNW T 18N R 29E Sec. 5 SE	400.00	2/10/1988	VELMA ETTIE STANDRIDGE AND HAROLD KEITH SMITH AS JOINT TENANTS, SEPARATE PROPERTY 12.50%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2042	T 18N R 29E Sec. 8 NE, W/2SE, T 18N R 29E Sec. 8 SESE	280.00	2/24/1988	JEAN MCGUIRE FITTER, MARITAL STATUS UNKNOWN 12.500%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION
2043	T 18N R 29E Sec. 7 W/2SE	80.00	4/3/1988	JAMES RAY HAZEN, A MARRIED MAN 2.50% PERRY MAX HAZEN A MARRIED MAN 2.50% RICHARD RAY HAZEN A MARRIED MAN 2.50% THELMA LONITA HAZEN A SINGLE WOMAN 2.50% CHARLES KNOTT'S A MARRIED MAN 2.50% 12.50%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Bueyeros Trust - .44%	100% HESS CORPORATION

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2044	T 19N R 29E Sec. 31 LOT 1, T 19N R 29E Sec. 31 E/2W/2, T 19N R 29E Sec. 31 SWNE	238.63	7/19/1987	ANTONIO L. TRUJILLO, A SINGLE MAN FOR LIFE, REMAINDER TO ROBERT L. TRUJILLO AND CANDIDO L. TRUJILLO, SINGLE MEN, AS JOINT TENANTS 12.50%	HESS CORPORATION		HESS CORPORATION 100%
2045	T 18N R 29E Sec. 33 SWSW T 19N R 29E Sec. 7 LOTS 1 T 19N R 29E Sec. 7 SENW	117.94	3/1/2012	T.E. MITCHELL & SON, INC. 16.67%	HESS CORPORATION		HESS CORPORATION 100%
2046	T 20N R 29E Sec. 30 LOT 4	36.54	5/18/1988	LINDA H. LEWIS SEPARATE PROPERTY 12.50%	HESS CORPORATION	Rio Petro Ltd. - 1.76% The Buayeros Trust - .44%	HESS CORPORATION 100%
2047	T 18N R 29E Sec. 14 SESW T 18N R 29E Sec. 15 SE T 18N R 29E Sec. 22 N/2NE, SENE, T 18N R 29E Sec. 22 NESE T 18N R 29E Sec. 23 W/2NW, T 18N R 29E Sec. 23 N/2SW	520.00	3/1/2012	T.E. MITCHELL & SON, INC. 15.6250% DEVISEES OF HENRY FULLER MCINTOSH, WHO APPEAR TO BE HENRY FULLER MCINTOSH JR. AND MARY KATHERINE SAWINA HEIRS, DEVISEES OR SUCCESSORS OF H.F. MCINTOSH, J.A. MCINTOSH AND LILIAN E. MCINTOSH WHO MAY INCLUDE GEORGE F. CHILDRESS JR., ROY N. FARMER, MARIAN LUCILLE HANCOCK AND CHARLOTTE WIGGS	HESS CORPORATION UNLEASED (1/144TH) UNLEASED (1/144TH) UNLEASED (1/144TH)	HESS CORPORATION 93.75% UNLEASED 0.6944444444% UNLEASED 4.16666667%	
2048	T 19N R 30E Sec. 19 LOT 4	38.22	3/1/2012	CITIZENS NATIONAL BANK OF CAMERON, TEXAS AS TRUSTEE OF THE WILLIAM HENRIEM MCINTOSH TRUST AGREEMENT CARRIE MCINTOSH MELEAR	UNLEASED (1/144TH) UNLEASED (1/144TH)		UNLEASED 0.6944444444% 100% HESS CORPORATION 100%
2049	T 17N R 30E Sec. 3 LOTS 2,3,4, T 17N R 30E Sec. 3 SWNW, SWSW T 17N R 30E Sec. 4 LOTS 1,2,3,4, T 17N R 30E Sec. 4 S/2N/2, N/2S/2, T 17N R 30E Sec. 4 S/2SW T 17N R 30E Sec. 10 W/2NW,	879.77	3/1/2012	T.E. MITCHELL & SON, INC. 16.67% T.E. MITCHELL & SON, INC. 11.71875% F&F CATTLE COMPANY, INC. 3.90625%	HESS CORPORATION HESS CORPORATION		HESS CORPORATION 93.7500%

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	T 17N R 30E Sec 10 NWSW			CITIZENS NATIONAL BANK OF CAMERON, TEXAS AS TRUSTEES OF THE WILLIAM AND HENREIM MCINTOSH TRUST AGREEMENT	UNLEASED (1/144TH)		UNLEASED 0.694444444%
	T 17N R 29E Sec 1 Lots 1, 2, 3, 4	160.56	12/31/2015	DEVISEES OF HENRY FULLER MCINTOSH, WHO APPEAR TO BE HENRY FULLER MCINTOSH JR. AND MARY CATHERINE SAWINA	UNLEASED (1/144TH)		UNLEASED 0.694444444%
	T 17N R 29E Sec 1 SENE	40.00		HEIRS AND DEVISEES OF H.F. MCINTOSH, J.A. MCINTOSH AND LILLIAN E. MCINTOSH; SAID HEIRS MAY INCLUDE GEORGE F. CHILDRESS, JR., ROY N. FARMER, MARIAN LUCILLE HANCOCK AND CHARLOTTE WIGGS	UNLEASED (1/24TH)		UNLEASED 4.18666667%
	T 17N R 30E Sec 1 W2SW	80.00					
	T 17N R 30E Sec 10 E2, E2W2, T 17N R 30E Sec 10 SWSW	520.00					
	T 17N R 30E Sec 11 N2, W2SW	400.00					
	T 17N R 30E Sec 12 W2NW	80.00					
	T 17N R 30E Sec 14 NWNW	40.00					
	T 17N R 30E Sec 15 N2N2, S2NW, T 17N R 30E Sec 15 SWNE	280.00		T.E. MITCHELL & SON, INC.	HESS CORPORATION		HESS CORPORATION 100%
	T 17N R 30E Sec 2 Lots 1,2,3,4	159.12					
	T 17N R 30E Sec 2 SZNE, SE	360.00					
	T 17N R 30E Sec 2 SESW, W2SW						
	T 17N R 30E Sec 3 Lot 1	40.07					
	T 17N R 30E Sec 3 N2SW, SE.	360.00					
	T 17N R 30E Sec 3 SENW,						
	T 17N R 30E Sec 3 SESW, SWNE						
	T 17N R 30E Sec 5 Lots 1,2,3,4	159.92					
	T 17N R 30E Sec 5 E2SW, NESE,	360.00					

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	T 17N R 30E Sec 5 S2N2, W2SE							
	T 17N R 30E Sec 6 Lots 4,5,6,7	158.42						
	T 17N R 30E Sec 6 S2NE, SESW,	200.00						
	T 17N R 30E Sec 6 W2SE							
	T 17N R 30E Sec 8 NW, W2NE	240.00						
	T 17N R 30E Sec 9 N2N2, SE	320.00						
	T 18N R 29E Sec 1 SWSW	40.00						
	T 18N R 29E Sec 12 NWNW, S2NW,	280.00						
	T 18N R 29E Sec 12 SW							
	T 18N R 29E Sec 13 NW	160.00						
	T 18N R 29E Sec 22 SESW, W2SE	120.00						
	T 18N R 29E Sec 23 NE, SESW	200.00						
	T 18N R 29E Sec 24 S2NW, SW,	320.00						
	T 18N R 29E Sec 24 W2SE							
	T 18N R 29E Sec 25 N2N2, S2	480.00						
	T 18N R 29E Sec 26 E2, E2NW,	560.00						
	T 18N R 29E Sec 26 E2SW, SWNW,							
	T 18N R 29E Sec 26 SWSW							
	T 18N R 29E Sec 27 E2NW, S2NE	160.00						
	T 18N R 29E Sec 33 NESE, S2SE,	120.00						
	T 18N R 29E Sec 34 NWNW, NWSE,	360.00						
	T 18N R 29E Sec 34 S2NW, SW,							
	T 18N R 29E Sec 34 SWNE							
	T 18N R 29E Sec 35 NWNW	40.00						
	T 18N R 30E Sec 10 SE, W2, W2NE	560.00						
	T 18N R 30E Sec 11 S2	320.00						
	T 18N R 30E Sec 15 N2, SE,	520.00						
	T 18N R 30E Sec 15 SWSW							
	T 18N R 30E Sec 17 ALL,	638.99						
	T 18N R 30E Sec 17 less 1.01 acres							
	T 18N R 30E Sec 17 in SW corner							

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	T 18N R 30E Sec 18 Lot 3, N2SE,	359.36						
	T 18N R 30E Sec 18 NE, NESW,							
	T 18N R 30E Sec 18 SENW							
	T 18N R 30E Sec 19 Lot 1,	279.55						
	T 18N R 30E Sec 19 E2W2, W2SE							
	T 18N R 30E Sec 20 NE, S2	480.00						
	T 18N R 30E Sec 21 NW, SE,	480.00						
	T 18N R 30E Sec 21 W2NE, W2SW							
	T 18N R 30E Sec 22 N2NW, N2SE,	440.00						
	T 18N R 30E Sec 22 NE, NESW,							
	T 18N R 30E Sec 22 SENW, SESE							
	T 18N R 30E Sec 23 W2W2	160.00						
	T 18N R 30E Sec 25 SWSW	40.00						
	T 18N R 30E Sec 26 S2S2, W2NW	240.00						
	T 18N R 30E Sec 27 E2, N2SW,	480.00						
	T 18N R 30E Sec 27 S2NW							
	T 18N R 30E Sec 28 ALL	640.00						
	T 18N R 30E Sec 29 E2NW, N2NE,	440.00						
	T 18N R 30E Sec 29 S2SW, SE,							
	T 18N R 30E Sec 29 SWNW							
	T 18N R 30E Sec 3 Lots 2, 3, 4	120.92						
	T 18N R 30E Sec 3 NWSE, S2NW,	320.00						
	T 18N R 30E Sec 3 SW, SWNE							
	T 18N R 30E Sec 30 Lots 1,2,3,4	157.44						
	T 18N R 30E Sec 30 NESE, S2SE,	240.00						
	T 18N R 30E Sec 30 SENE, W2NE							
	T 18N R 30E Sec 31 Lots 1,2,3,4	157.68						
	T 18N R 30E Sec 31 E2W2, N2SE,	400.00						
	T 18N R 30E Sec 31 NE							
	T 18N R 30E Sec 32 ALL	640.00						
	T 18N R 30E Sec 33 NE, S2,	560.00						
	T 18N R 30E Sec 33 S2NW							
	T 18N R 30E Sec 34 ALL	640.00						
	T 18N R 30E Sec 35 ALL	640.00						

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	T 18N R 30E Sec 4 Lots 1,2,3,4	160.88						
	T 18N R 30E Sec 4 S2, S2NW,	440.00						
	T 18N R 30E Sec 4 SWNE							
	T 18N R 30E Sec 5 N2SE, SESE,	320.00						
	T 18N R 30E Sec 5 SW, SWNE							
	T 18N R 30E Sec 6 Lots 6, 7	79.36						
	T 18N R 30E Sec 6 N2SE, NESW,	160.00						
	T 18N R 30E Sec 6 SESE							
	T 18N R 30E Sec 7 N2SE, NENE,	200.00						
	T 18N R 30E Sec 7 S2NE							
	T 18N R 30E Sec 8 S2NE, SE, W2	560.00						
	T 18N R 30E Sec 9 N2, SE	480.00						
	T 19N R 29E Sec 1 Lot 4	39.79						
	T 19N R 29E Sec 1 N2S2, S2SW,	320.00						
	T 19N R 29E Sec 1 SESE, SWNW							
	T 19N R 29E Sec 10 SWNE, SWSW,	160.00						
	T 19N R 29E Sec 10 W2SE							
	T 19N R 29E Sec 11 E2E2, NENW,	240.00						
	T 19N R 29E Sec 11 NWNE							
	T 19N R 29E Sec 12 NW, S2, SENE,	600.00						
	T 19N R 29E Sec 12 W2NE							
	T 19N R 29E Sec 13 N2, NESE,	600.00						
	T 19N R 29E Sec 13 SW, W2SE							
	T 19N R 29E Sec 14 E2E2, N2SW,	360.00						
	T 19N R 29E Sec 14 SWSW, W2SE							
	T 19N R 29E Sec 15 S2, W2NW	400.00						
	T 19N R 29E Sec 17 E2NE, NW, S2,	600.00						
	T 19N R 29E Sec 17 SWNE							
	T 19N R 29E Sec 2 Lots 1,2,3,4	159.20						
	T 19N R 29E Sec 2 N2SW, S2N2,	400.00						
	T 19N R 29E Sec 2 SESE,							
	T 19N R 29E Sec 2 SESW, W2SE							
	T 19N R 29E Sec 20 E2E2	160.00						
	T 19N R 29E Sec 21 E2NW, S2SW,	400.00						
	T 19N R 29E Sec 21 SE, W2NE							

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	T 19N R 29E Sec 22 NWSW, S2/S2	200.00						
	T 19N R 29E Sec 23 N2NE, N2SE,	400.00						
	T 19N R 29E Sec 23 NESW, SESE,							
	T 19N R 29E Sec 23 W2W2							
	T 19N R 29E Sec 24 N2	400.00						
	T 19N R 29E Sec 24 W2SW							
	T 19N R 29E Sec 25 W2W2	160.00						
	T 19N R 29E Sec 26 E2SW, SENW,	360.00						
	T 19N R 29E Sec 26 SESE, SWNE,							
	T 19N R 29E Sec 26 W2ZNW,							
	T 19N R 29E Sec 26 W2ZSE							
	T 19N R 29E Sec 27 N2NE, S2S2,	320.00						
	T 19N R 29E Sec 27 SENW, SWNE							
	T 19N R 29E Sec 28 E2NW, NE,	360.00						
	T 19N R 29E Sec 28 NESW,							
	T 19N R 29E Sec 28 NWNW, NWSE							
	T 19N R 29E Sec 3 Lot 1	39.84						
	T 19N R 29E Sec 3 SW	160.00						
	T 19N R 29E Sec 34 N2N2, S2NW,	280.00						
	T 19N R 29E Sec 34 SENE							
	T 19N R 29E Sec 35 NENE, NESW,	400.00						
	T 19N R 29E Sec 35 NW, W2NE,							
	T 19N R 29E Sec 35 W2SE							
	T 19N R 29E Sec 4 Lot 2	39.81						
	T 19N R 29E Sec 4 E2SW, SWNE	120.00						
	T 19N R 29E Sec 5 S2	320.00						
	T 19N R 29E Sec 6 E2SW,	280.00						
	T 19N R 29E Sec 6 SE, SENE							
	T 19N R 29E Sec 7 NENW, SENE,	198.00						
	T 19N R 29E Sec 7 Lot 2, W2NE							
	T 19N R 29E Sec 8 ALL	640.00						
	T 19N R 29E Sec 9 E2NW,	160.00						
	T 19N R 29E Sec 9 W2SW							
	T 19N R 30E Sec 17 SW	160.00						
	T 19N R 30E Sec 18 Lots 1,2,3	111.23						

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							ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
	T 19N R 30E Sec 18 E2NW, E2SW, T 19N R 30E Sec 18 SE, SENE, T 19N R 30E Sec 18 W2NE	440.00						
	T 19N R 30E Sec 19 Lots 1,2,3	112.58						
	T 19N R 30E Sec 19 E2SW, N2NE, T 19N R 30E Sec 19 NENW, T 19N R 30E Sec 19 SE, SENE	400.00						
	T 19N R 30E Sec 20 E2NE, T 19N R 30E Sec 20 N2SE, W2	480.00						
	T 19N R 30E Sec 29 N2SE, NESW, T 19N R 30E Sec 29 NW, S2S2	440.00						
	T 19N R 30E Sec 31 Lot 1	37.16						
	T 19N R 30E Sec 31 N2NE, NENW	120.00						
	T 19N R 30E Sec 32 NESE, NWNW, T 19N R 30E Sec 32 S2NE	160.00						
	T 19N R 30E Sec 33 NESE, NWSW, T 19N R 30E Sec 33 S2S2, SENE	280.00						
	T 19N R 30E Sec 34 SW, W2SE	240.00						
	T 19N R 30E Sec 5 Lots 3,4	79.82						
	T 19N R 30E Sec 5 S2NW, SW	240.00						
	T 19N R 30E Sec 6 Lot 1,2,3,4,5,6,7	268.04						
	T 19N R 30E Sec 6 S2NE, SENW, T 19N R 30E Sec 6 SESW, SWSE	200.00						
	T 19N R 30E Sec 7 Lot 1, 3, 4	111.23						
	T 19N R 30E Sec 7 E2NW, NESW, T 19N R 30E Sec 7 NWNW, NWSE, T 19N R 30E Sec 7 S2NE, SESE	320.00						
	T 19N R 30E Sec 8 N2SW, SWSW	120.00						
	T 20N R 29E Sec 21 E2W2, SESE, T 20N R 29E Sec 21 SWSW, W2SE	320.00						
	20N R 29E Sec 27 NWSW, S2SW	120.00						
	T 20N R 29E Sec 28 NW	160.00						
	T 20N R 29E Sec 28 NWNW, S2, T 20N R 29E Sec 28 S2NE	440.00						

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	T 20N R 29E Sec 29 N2S2	160.00						
	T 20N R 29E Sec 30 Lots 1,2,3	109.42						
	T 20N R 29E Sec 30 E2NW, N2SW,	360.00						
	T 20N R 29E Sec 30 SE, SESW,							
	T 20N R 29E Sec 30 SWNE							
	T 20N R 29E Sec 31 NE	160.00						
	T 20N R 29E Sec 33 N2NE, N2NW,	240.00						
	T 20N R 29E Sec 33 SENE, SESW,							
	T 20N R 29E Sec 33 SWSE							
	T 20N R 29E Sec 34 NW, NWNE,	600.00						
	T 20N R 29E Sec 34 S2, S2NE							
	T 20N R 29E Sec 35 SW	160.00						
	TOTAL TRACT 2050		35,578.39					
2050B	T 17N R 30E Sec 2 SENW	40.00		12/31/2015	T.E. MITCHELL & SON, INC. 16.6667%	HESS CORPORATION	ARTHUR HUNT 1.5625000% JANIE HUNT 0.390625% W.A. HUNT 0.390625% MYRTICE CLARICE WATKINS MARTIN 0.2604166% MICHAEL MCGEE 0.1953125% CAROL JEAN MCGEE MELTON 0.1953125% SALLIE SMITH 1.5625000% EVELYN TANNER 0.390625% CURTIS OSCAR WATKINS 0.2604166% FERREL JASPER WATKINS 0.2604166% GEORGE ARTIS WATKINS 0.2604166% MARY FRANCES WATKINS 0.2604166% VIRGIN FREEMAN WATKINS 0.2604166%	HESS CORPORATION 100%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2051	T 17N R 30E Sec 5 SESE T 17N R 30E Sec 8 E2NE T 17N R 30E Sec 9 NESW, S2N2	320.00	12/31/2015	T.E. MITCHELL & SON, INC. 15.6250%	HESS CORPORATION	6.25%	HESS CORPORATION 97.50%
			1/13/2014	TEADORO BACA SEPARATE PROPERTY	HESS CORPORATION		
			10/27/2013	MARGARITA B. TRAINOR, SEPARATE PROPERTY	HESS CORPORATION		
			10/15/2013	BEATRICE B. COLLINS SEPARATE PROPERTY	HESS CORPORATION		
			10/27/2013	FLORA B. HILL SEPARATE PROPERTY	HESS CORPORATION		
			10/23/2013	TOMASITA B. MARTINEZ SEPARATE PROPERTY	HESS CORPORATION		
			10/28/2013	LUCINDA B. WELS SEPARATE PROPERTY	HESS CORPORATION		
				ELOY D. BACA SEPARATE PROPERTY	UNLEASED		0.6250%
				LUIS BACA SEPARATE PROPERTY	UNLEASED		0.6250%
				PABLO BACA SEPARATE PROPERTY	UNLEASED		0.6250%
				PETRA B. MONTANO SEPARATE PROPERTY	UNLEASED		0.6250% 100%
2052	T 18N R 29E Sec 10 E2SW, T 18N R 29E Sec 10 S2NE, SE T 18N R 29E Sec 11 SW, SWNW M&B Tracts: 30X30 YARDS AND 30X60 FEET).	919.77	12/31/2015	T.E. MITCHELL & SON, INC. 8.3335%	HESS CORPORATION		HESS CORPORATION 100%
			10/8/2013	TOMMY JANE DOUGHTY SEPARATE PROPERTY 1.7361463%			
			10/18/2013	EMMA JANE STRONG SEPARATE PROPERTY 4.8611111%			
			10/8/2013	ROBERT PORTER STRONG SEPARATE PROPERTY 1.7361463% 16.66667			
2053	T 18N R 29E Sec 15 NE	160.00	12/31/2015	T.E. MITCHELL & SON, INC. 8.3335%	HESS CORPORATION		HESS CORPORATION 100.00%

TRACT NO.	DESCRIPTION	NO OF ACRES TOTALS	CATEGORY	SERIAL NO. & EXPIRATION DATE	PERCENTAGE OWNERSHIP OF BASIC ROYALTY	LESSEE OF RECORD	OVERRIDING ROYALTY & PERCENTAGE	WORKING INTEREST & PERCENTAGE
2054	T 18N R 30E Sec 17 1.01 acs. in SW Corner	1.01		6/11/2014	ROSEMARY LYNN ORR SEPARATE PROPERTY 1.56%	HESS CORPORATION		HESS CORPORATION 56.25%
				6/11/2014	ROSEMARY ALLEN ROACH SEPARATE PROPERTY 3.13%	UNLEASED		UNLEASED 18.75%
				6/11/2014	LEANNE CHESSIR SIEWERT SEPARATE PROPERTY 1.56% 14.5835%	UNLEASED		UNLEASED 0.25% 100%
				3/1/2012	T.E. MITCHELL & SON, INC. 93.7519% F&F FAMILY LIMITED PARTNERSHIP HEIRS OF CHARLES P. AND EMMA FIELD	HESS CORPORATION		

TOTAL FEE TRACTS - 62
TOTAL FEE ACRES - 53,040.62
% OF UNIT AREA - 68.9290572
GRAND TOTAL 76,949.58

RECAP

FEDERAL	STATE	FEE	TOTAL
20	40	62	
7,913.72	15,995.24	53,040.62	76,949.58
0.102842926	0.207866502	0.689290572	1.000000000

SECOND ENLARGEMENT
EXHIBIT "C"
WEST BRAVO DOME CO2 GAS UNIT
HARDING COUNTY, NEW MEXICO

TRACT NO.	ACRES		PERCENTAGE OF PARTICIPATION	
1 F-101	1000.00		1.29955%	
2 F-102	676.86		0.87961%	
3 F-103	279.440		0.36315%	
4 F-104	120.66		0.15680%	
5 F-105	40.00		0.05198%	
6 F-106	79.50		0.10331%	
7 F-107	320.00		0.41586%	
8 F-108	40.00		0.05198%	
9 F-109	120.00		0.15595%	
10 F-110	160.00		0.20793%	
11 F-111	118.53		0.15404%	
12 F-112	479.48		0.62311%	
13 F-113	1200.00		1.55946%	
14 F-114	840.00		1.09162%	
15 F-115	1360.00		1.76739%	
16 F-116	600.00		0.77973%	
17 F-117	199.25		0.25894%	
18 F-118	40.00		0.05198%	
19 F-119	160.00		0.20793%	
20 F-120	80.00	7,913.72	0.10396%	10.2842926%
21 S-501	520.00		0.67577%	
22 S-502	640.00		0.83171%	
23 S-503	920.00		1.19559%	
24 S-504	760.00		0.98766%	
25 S-505	239.52		0.31127%	
26 S-506	958.35		1.24543%	
27 S-507	640.00		0.83171%	
28 S-508A	800.00		1.03964%	
29 S-508B	440.00		0.57180%	
30 S-509	720.00		0.93568%	
31 S-510	630.96		0.81997%	
32 S-511	872.44		1.13378%	
33 S-512	40.00		0.05198%	
34 S-513	635.46		0.82581%	
35 S-514	476.18		0.61882%	
36 S-515	438.34		0.56965%	
37 S-516	200.71		0.26083%	
38 S-517	317.28		0.41232%	
39 S-518	911.94		1.18511%	
40 S-519	880.00		1.14361%	
41 S-520	880.00		1.14361%	
42 S-521	40.00		0.05198%	

43 S-522	160.00		0.20793%
44 S-523	40.00		0.05198%
45 S-524	40.00		0.05198%
46 S-525	320.00		0.41586%
47 S-526	37.01		0.04810%
48 S-527	80.00		0.10396%
49 S-528	120.00		0.15595%
50 S-529	320.00		0.41586%
51 S-530	160.00		0.20793%
52 S-531	120.00		0.15595%
53 S-532	37.05		0.04815%
54 S-533	160.00		0.20793%
55 S-534	80.00		0.10396%
56 S-535	360.00		0.46784%
57 S-536	320.00		0.41586%
58 S-537	440.00		0.57180%
59 S-538	160.00		0.20793%
60 S-539	80.00	15,995.24	0.10396%
61 2001	318.56		0.41399%
62 2002	434.22		0.56429%
63 2003	240.00		0.31189%
64 2004	197.54		0.25671%
65 2005	320.00		0.41586%
66 2006	1720.00		2.23523%
67 2007	280.00		0.36387%
68 2008	160.00		0.20793%
69 2009	627.52		0.81550%
70 2010	118.33		0.15378%
71 2011	758.08		0.98516%
72 2012	150.96		0.19618%
73 2013	560.38		0.72824%
74 2014	320.00		0.41586%
75 2015	40.00		0.05198%
76 2016	360.00		0.46784%
77 2017	180.00		0.23392%
78 2018	474.29		0.61636%
79 2019	158.21		0.20560%
80 2020	160.00		0.20793%
81 2021A	341.23		0.44345%
82 2021B	40.59		0.05275%
83 2022	80.00		0.10396%
84 2023	1920.00		2.49514%
85 2024	160.00		0.20793%
86 2025	160.00		0.20793%
87 2026	480.00		0.62379%
88 2027	242.27		0.31484%
89 2028	80.00		0.10396%
90 2029	320.00		0.41586%
91 2030	40.00		0.05198%
92 2031	80.00		0.10396%
93 2032	120.00		0.15595%
94 2033	158.64		0.20616%
			20.7866502%

95 2034	278.59		0.36204%	
96 2035	160.00		0.20793%	
97 2036	40.00		0.05198%	
98 2037	480.00		0.62379%	
99 2038	40.00		0.05198%	
100 2039A	80.00		0.10396%	
101 2039B	40.00		0.05198%	
102 2039C	40.00		0.05198%	
103 2039D	40.00		0.05198%	
104 2039E	40.00		0.05198%	
105 2039F	40.00		0.05198%	
106 2039G	40.00		0.05198%	
107 2040	310.94		0.40408%	
108 2041	400.00		0.51982%	
109 2042	280.00		0.36387%	
110 2043	80.00		0.10396%	
111 2044	238.63		0.31011%	
112 2045	117.94		0.15327%	
113 2046	36.54		0.04749%	
114 2047	520.00		0.67577%	
115 2048	38.220		0.04967%	
116 2049	879.77		1.14331%	
117 2050A	35578.39		46.23598%	
118 2050B	40		0.05198%	
119 2051	320.00		0.41586%	
120 2052	919.77		1.19529%	
121 2053	160.00		0.20793%	
122 2054	1.01	53,040.62	0.00131%	68.9290572%
	76,949.58		100.00000%	

10/15/2010

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standard Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area and the present operator of the Unit Agreement, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, Hess Corporation represents that it is the owner of the tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, Hess Corporation:

1. Hereby acknowledges it has prepared the Second Enlargement Exhibits A, B, and C to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F116 to F120 (Federal), S525 to S539 (State) and 2047 to 2054 (Fee) and hereby approves said enlargement of the Unit Area, and
2. Hereby approves and otherwise ratifies said unit agreement.

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 19107
12/06/2010 02:33:58 PM
BK 19 PAGE 5418
1 of 2
BY MARIE J. ATENCIO, COUNT

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18969
08/31/2010 03:40:34 PM
BK 19 PAGE 5018
1 of 3
BY MARIE J. ATENCIO, COUNTY

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME: *Angela M. Dwyer*
Theresa Gill

DATE: *3/15/09*

DATE: *3/15/09*

ATTEST: _____

BY: _____

ACKNOWLEDGEMENT

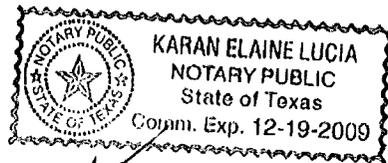
STATE OF *Texas*)
COUNTY OF *Burnet*)

(Individual)

The foregoing instrument was acknowledged before me this *15th* day of *March* by
Karan E. Lucia

My commission expires:

12/19/2009



Karan E. Lucia
Notary Public

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

(Married Couple)

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

My commission expires:

Notary Public

ACKNOWLEDGEMENT

(Attorney-in-Fact)

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by
_____ As Attorney-in-Fact, on behalf of _____, a
_____ corporation.

My commission expires:

Notary Public

ACKNOWLEDGEMENT

(Corporate)

STATE OF _____)

)

COUNTY OF _____)

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

My commission expires:

Notary Public

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18969
08/31/2010 03:40:34 PM
BK 19 PAGE 5020
3 of 3
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18970
08/31/2010 03:44:10 PM
BK 19 PAGE 5021
1 of 2
BY MARIE J. AFENCIO, COUNTY

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

BRAZOS BRAVO ROYALTY TRUST
NAME
BY: Robert P. Creson, Trustee

DATE: 4-2-09

BY: Cynthia C. Clendenen, Trustee

DATE: 4-2-09

ATTEST: _____

BY: _____

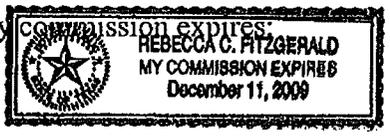
ACKNOWLEDGEMENT

(Individual) --Trustees

STATE OF TEXAS)
)
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 2nd day of April, ²⁰⁰⁹ by
Robert P. Creson and Cynthia C. Clendenen, Trustees of BRAZOS BRAVO ROYALTY TRUST.

My



Rebecca C. Fitzgerald
Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)
)
COUNTY OF _____)

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

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18970
08/31/2010 03:44:10 PM
BK 19 PAGE 5022
2 of 2
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

THE BUEYEROS TRUST

BY: Charles Warren Scott
Charles Warren Scott, Trustee

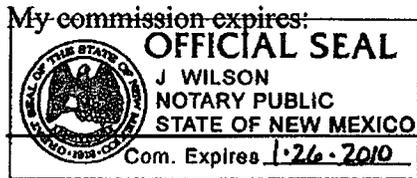
DATE: 8-5-2009

ACKNOWLEDGEMENT

STATE OF New Mexico
COUNTY OF Chaves

(Trustee)

The foregoing instrument was acknowledged before me this 6th day of Aug, by Charles Warren Scott, Trustee of THE BUEYEROS TRUST.



J Wilson
Notary Public

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME:

JUDITH ANNE BOSTON

DATE: 3/16/09

Judith Anne Boston

DATE: _____

mes Judi Boston Puzze

ATTEST: _____

BY: _____

ACKNOWLEDGEMENT

(Individual)

STATE OF Texas)

COUNTY OF Duque)

The foregoing instrument was acknowledged before me this 16th day of March in by

Judith Anne Boston

My commission expires:

1-19-2010



Rita Hanson
Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)

COUNTY OF _____)

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

_____ and by _____, his wife.

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18968
08/31/2010 03:37:43 PM
BK 19 PAGE 5017
2 of 2
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18965
08/31/2010 03:16:42 PM
BK 19 PAGE 5010
1 of 2
BY MARIE J. ATENCIO, COUNTY

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME: [Signature]

DATE: 3.17.09

DATE: _____

ATTEST: _____

BY: Wanda Johnson

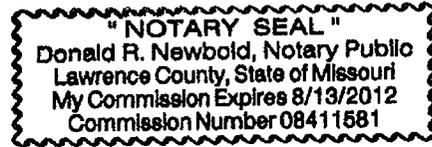
ACKNOWLEDGEMENT

(Individual)

STATE OF MISSOURI)
)
COUNTY OF LAWRENCE)

The foregoing instrument was acknowledged before me this 17 day of MARCH, by

KIMBERLY A. DOWDLE HERRON



My commission expires:

8/13/2012

Donald R. Newbold
Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)
)
COUNTY OF _____)

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

_____ and by _____, his wife.

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NEWKIRK ROYALTY TRUST

NAME: Robert P. Creson, Trustee DATE: 4-2-09

BY: Cynthia C. Clendenen, Trustee DATE: 4-2-09

ATTEST: _____ BY: _____

ACKNOWLEDGEMENT

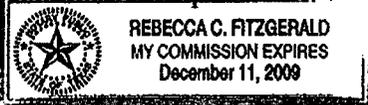
(Individual) -- Trustees

STATE OF Texas)
)
COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 2nd day of April, 2009

Robert P. Creson and Cynthia C. Clendenen, Trustees of NEWKIRK ROYALTY TRUST.

My commission expires _____



Rebecca C. Fitzgerald
Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)
)
COUNTY OF _____)

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

_____ and by _____, his wife.

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18972
08/31/2010 03:49:37 PM
BK 19 PAGE 5025
1 of 3
BY MARIE J. ATENCIO, COUNTY

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

RIO PETRO, LTD. by RIO PETRO COMPANY, General Partner
NAME: _____
BY: [Signature] DATE: 4/2/09

President DATE: _____

ATTEST: [Signature] BY: _____
Secretary

ACKNOWLEDGEMENT

(Individual)

STATE OF _____)
_____)
COUNTY OF _____)

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

My commission expires:

Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)
_____)
COUNTY OF _____)

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

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18972
08/31/2010 03:49:37 PM
BK 19 PAGE 5026
2 of 3
BY MARIE J. ATENCIO, COUNTY

My commission expires:

Notary Public

ACKNOWLEDGEMENT

(Attorney-in-Fact)

STATE OF _____)

COUNTY OF _____)

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

_____ As Attorney-in-Fact, on behalf of _____, a

_____ corporation.

My commission expires:

Notary Public

ACKNOWLEDGEMENT

(Corporate)

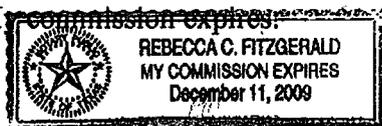
STATE OF Texas)

COUNTY OF Dallas)

The foregoing instrument was acknowledged before me this 2nd day of April, ²⁰⁰⁹

Cynthia C. Clendenen, Secretary AND Robert P. Creson, President of RIO PETRO, LTD. by RIO PETRO COMPANY, GP a Texas corporation, on behalf of said corporation.

My commission expires:



Rebecca C. Fitzgerald
Notary Public

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18972
08/31/2010 03:49:37 PM
BK 19 PAGE 5027
3 of 3
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME: Scott-Winn, LLC

DATE: July 20, 2009

by Sharon Scott, manager

DATE: _____

ATTEST: J Wilson

BY: 7-21-09

ACKNOWLEDGEMENT

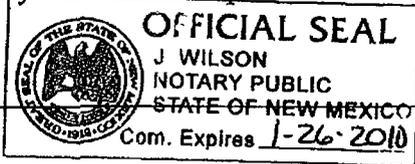
~~(Individual)~~

STATE OF New Mexico)
)
COUNTY OF Chaves)

The foregoing instrument was acknowledged before me this 21 day of July, ²⁰⁰⁹,

by Sharon Scott, Manager of Scott-Winn LLC, a New Mexico limited liability company, for and on behalf of said company.

My commission expires:



J Wilson
Notary Public

ACKNOWLEDGEMENT

(Married Couple)

STATE OF _____)
)
COUNTY OF _____)

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

_____ and by _____, his wife.

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18967
08/31/2010 03:33:13 PM
BK 19 PAGE 5015
2 of 2
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME: Sharon P. Dawdle, Trustee DATE: 4-8-09

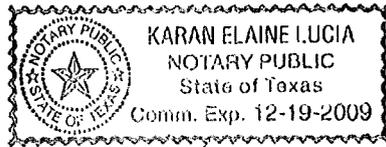
DATE: _____

ATTEST: _____ BY: _____

ACKNOWLEDGEMENT

STATE OF Texas) (Individual)
COUNTY OF Burnet)

The foregoing instrument was acknowledged before me this 8th day of April, 2009, by Karan E. Lucia



My commission expires: 12/19/2009

Karan E Lucia
Notary Public

ACKNOWLEDGEMENT

STATE OF _____) (Married Couple)
COUNTY OF _____)

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

**RATIFICATION OF UNIT AGREEMENT
FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standard Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, The Unit Area has been both enlarged and contracted since the unit effective date; and

WHEREAS, the acreage identified in Exhibit A hereto is in the Unit Area and was committed to the Unit Agreement, but the overriding royalty owners under the acreage have not ratified the Unit Agreement and become parties to it; and

WHEREAS, this acreage has been reasonably proven productive of Unitized Substances and it is desirous to include the owners of such royalty under this acreage in the Unit Agreement; and

WHEREAS, the undersigned represents that it is the owner of the royalty interest in the Tract identified in Exhibit A to this Ratification of Agreement.

NOW, THEREFORE, the undersigned owner of royalty interest in the Unit Area:

1. Hereby acknowledges receipt of a full and correct copy of the Unit Agreement and
2. Hereby approves the commitment of its interests in the acreage described in Exhibit A to said Unit Agreement and otherwise ratifies said Unit Agreement.

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

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18964
08/31/2010 02:50:15 PM
BK 19 PAGE 5007
1 of 3
BY MARIE J. ATENCIO, COUNTY

**EXHIBIT A
RATIFICATION OF
UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO**

Tract No.	Acreage Description	Expiration Date	Percentage Ownership of Royalty	Lessee of Record	Working Interest & Percentage
2026	T18N, R29E W/2 Sec. 15 NW/4 Sec. 22	9/15/1991	The Bueyeros Trust 0.20% Newkirk Royalty Trust 0.80% Spike Box Land and Cattle Company, Inc. 1.25% Joe B. Wells and Brenda Wells 0.125% J.A. Whittenburg, III and Jeanne P. Whittenburg 0.0625% J.A. Whittenburg, Trustee 0.0625% Total: 2.5%	Hess Corporation	Hess Corporation 100%

STATE OF NEW MEXICO
COUNTY OF HARDING
Reception# 18964
08/31/2010 02:50:15 PM
BK 19 PAGE 5009
3 of 3
BY MARIE J. ATENCIO, COUNTY

**RATIFICATION OF
THE SECOND ENLARGEMENT
UNDER THE
UNIT AGREEMENT FOR THE DEVELOPMENT
AND OPERATION OF THE
WEST BRAVO DOME CARBON DIOXIDE GAS UNIT
HARDING COUNTY, NEW MEXICO.**

WHEREAS, an agreement entitled "Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico," dated September 1, 1983 ("Unit Agreement") provides that any owner of carbon dioxide gas rights may sign an instrument agreeing to become a party to the Unit Agreement; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit became effective as of December 1, 1984, at 7:00 a.m., Mountain Standards Time, as found in the CERTIFICATE OF EFFECTIVENESS filed in Book 14 of Oil and Gas, pages 388-389, of the records of Harding County, New Mexico; and

WHEREAS, the West Bravo Dome Carbon Dioxide Gas Unit was enlarged on May 1, 1986 and then contracted on November 15, 1994; and

WHEREAS, it is desirous to enlarge the Unit Area again to include acreage reasonable proved productive of Unitized Substances; and

WHEREAS, Article 12, ENLARGEMENTS OF UNIT AREA, found on pages 19 and 20 of the Unit Agreement, provides for the "Working Interest Owners and owners of such acreage" to approve any such enlargements of the Unit Area; and

WHEREAS, Hess Corporation, formerly Amerada Hess Corporation, owner of 100% of the Working Interest in the Enlarged Unit Area, has approved and recommended the Enlargement of the Unit Area; and

WHEREAS, each of the undersigned represents that it is the owner of a Royalty Interest in one or more of the Tracts identified in exhibits describing the Enlargement Area.

NOW, THEREFORE, the undersigned owners of a royalty interest in the enlargement acreage:

1. Hereby acknowledge receipt of the Second Enlargement Exhibit A, B, and C (CD) to the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico, showing the addition of Tracts F115 to F120 (Federal), S524 to S539 (State) and 2046 to 2054 (Fee) and hereby approve said enlargement of the Unit Area, and

2. Hereby acknowledge receipt of a full and correct copy (CD) of the Unit Agreement and hereby approve and otherwise ratify said unit agreement, if said owners have not previously so approved or ratified.

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

NAME: Carol Jean Melton
Carol Jean Melton

DATE: 7/20/10

Michael Wayne McGee
Michael Wayne McGee

DATE: 7/20/10

ACKNOWLEDGEMENT

(Individual)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by
Carol Jean Melton.

My commission expires:

See attached Notary
Notary Public

ACKNOWLEDGEMENT

(Individual)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by
Michael Wayne McGee.

My commission expires:

See attached Notary
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Bernardino }

On July 20, 2010 before me, Dana Sandoval, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Carol Jean Melton and Michael Wayne
McGee
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Dana Sandoval
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Ratification of the Second Enlargement Under the Unit Agreement for the Development and Operation of the West Bravo Dome Carbon Dioxide Gas Unit Harding County New Mexico

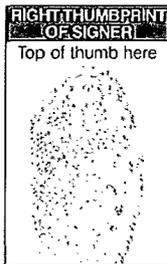
Document Date: July 20, 2010 Number of Pages: three

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carol Jean Melton

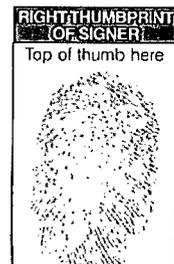
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: Michael Wayne McGee

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____



PATRICK H. LYONS
COMMISSIONER

State of New Mexico
Commissioner of Public Lands

310 OLD SANTA FE TRAIL
P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

COMMISSIONER'S OFFICE

Phone (505) 827-5760
Fax (505) 827-5766
www.nmstatelands.org

December 6, 2010

Hess
500 Dallas Street
Houston, TX 77002

Attention: Mr. James S. Hughart

Re: Final Approval to Second Unit Enlargement
West Bravo Dome Carbon Dioxide Gas Unit
Harding County, New Mexico

Dear Mr. Hughart:

This office has received your letter of November 16, 2010, wherein you have requested final approval of the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit. Also enclosed are Hess Corporation's original ratification and revised Exhibits "A", "B" and "C".

It is our understanding that Hess is the sole owner of the leases committed to the Unit and the sole working interest owner of the Unit.

The Commissioner of Public Lands has this date approved the Second Enlargement and Expansion of the West Bravo Dome Carbon Dioxide Gas Unit Area, Harding County, New Mexico. The Commissioner also accepts revised Exhibits "A", "B" and "C", reflecting the addition of Tracts F116 to F120 (Federal), S525 to S539 (State) and 2047 to 2054 (Fee) to the Unit. The Unit Area as expanded now contains a total of 76,949.58 acres.

Our approval is subject to like approval by the New Mexico Oil Conservation Division and the Bureau of Land Management. Pursuant to Article 12.3 of the Unit Agreement, the effective date of any enlargement of the Unit Area shall be 7:00 A.M. on the first day of the calendar month following compliance with conditions for enlargement.

Your filing fee in the amount of \$3,240.00 has been received.

If you have any questions or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

PATRICK H. LYONS
COMMISSIONER OF PUBLIC LANDS

BY: 
JAMI BAILEY, Director
Oil, Gas and Minerals Division
PL/JB/pm

cc: OCD-Santa Fe, Attention: Mr. Ed Martin
BLM Farmington, Attn: Mr. Jim Lovato
H. & H - Attn: Mr. William F. Carr

-State Land Office Beneficiaries -

Carrie Tingley Hospital • Charitable Penal & Reform • Common Schools • Eastern NM University • Rio Grande Improvement • Miners' Hospital of NM • NM Boys School • NM Highlands University • NM Institute of Mining & Technology • New Mexico Military Institute • NM School for the Deaf • NM School for the Visually Handicapped • NM State Hospital • New Mexico State University • Northern NM Community College • Penitentiary of New Mexico • Public Buildings at Capital • State Park Commission • University of New Mexico • UNM Saline Lands • Water Reservoirs • Western New Mexico University



HESS CORPORATION
500 Dallas Street
Houston, TX 77002

James S. Hughart

Land Manager
(713) 609-5517
FAX: (713) 609-5670

2010 NOV 22 PM 1 06

November 16, 2010

BY HAND DELIVERY

Commissioner of Public lands
New Mexico State Land Office Building
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Attn: John Bemis, Director
Oil and Gas Division

Re: Application of Hess Corporation for Final Approval by the Commissioner of Public Lands of the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico.

Gentlemen:

Hess Corporation hereby makes application for final approval of the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit. Pursuant to the terms of the West Bravo Dome Carbon Dioxide Gas Unit Agreement, Hess Corporation, made application for Approval of the Second Enlargement of the Unit on July 6, 2010, and submitted a Plat of the enlarged Unit Area, a revised Exhibit "B" showing ownership interests following the Second Enlargement, a revised Exhibit "C" showing the tract participation following the Second Enlargement, and Hess' Technical Review that supports unit enlargement. By letter dated July 30, 2010, Hess Corporation also submitted a legal description of the acreage Hess proposes to add to the West Bravo Dome Carbon Dioxide Gas Unit and a description of the unit boundary following the Second Enlargement.

By Order No. R-7707-A, entered in Case No. 14545 on November 3, 2010, the New Mexico Oil Conservation Division approved the application of Hess Corporation for the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit.

Pursuant to the Commissioner's Preliminary Approval of the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit dated August 10, 2010, enclosed for your review are the following:

1. Final Exhibit's A, B and C to the Unit;
2. Hess Corporation's original ratification of the Second Unit Enlargement as the sole owner of the leases committed to the Unit and the sole working interest owner of the Unit;
3. A copy of the designation/ concurrence from the Bureau of Land Management;

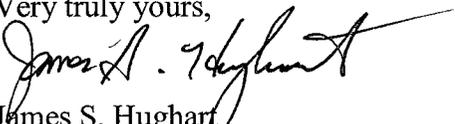
4. One copy of Oil Conservation Division Order No. R-7707-A approving the Second Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit:

The filing fee in the amount of \$3,240.00 has already been tendered. Pursuant to Rule 19.2.100.51 Hess Corporation states:

1. Enlargement of the West Bravo Dome Carbon Dioxide Gas Unit Will tend to promote the conservation of oil and gas and the better utilization of reservoir energy.
2. Under the proposed unit operation, the State of New Mexico will receive its fair share of the recoverable oil and gas in place under its lands in the proposed unit area.
3. Each beneficiary institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands in the unit area.
4. This unit agreement is in other respects in the best interest of the trust.

If you need additional information for your consideration of this application, please contact me at the following address: Mr. James S. Hughart, Land Manager, Hess Corporation 500 Dallas Street, Houston, Texas 77002, Phone: (713) 609-5517.

Very truly yours,


James S. Hughart

Encls.

cc w/o enc.: ~~Ms. Jami Bailey, Director~~
Oil, Gas and Minerals Division
New Mexico State Land Office
310 Old Santa Fe Trail
Santa Fe, New Mexico 87501

Mr. Jim Lovato
Senior Advisor, Petroleum Engineer
Petroleum Management Team
United States Department of the Interior
Bureau of Land Management
1235 La Plata Highway, Suite A
Farmington, New Mexico 87401

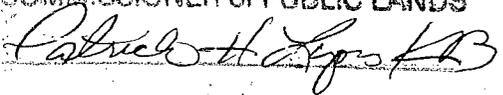
Mr. Ed Martin
Oil Conservation Division
New Mexico Department of Energy,
Minerals and Natural Resources
1220 South Saint Francis Drive
Santa Fe, New Mexico 87505

William F. Carr
Holland & Hart

2010 NOV 22 PM 1 06

APPROVED DEC 06 2010

APPROVED ON
COMMISSIONER of PUBLIC LANDS





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Farmington Field Office
1235 La Plata Highway, Suite A
Farmington, New Mexico 87401

IN REPLY REFER TO:
3180 (21110)

December 16, 2010

Hess Corporation
Attn.: Jim Hughart
500 Dallas Street
Houston, TX 77002

Dear Mr. Hughart:

The West Bravo Dome Carbon Dioxide Gas Unit, Harding County, New Mexico was approved effective December 11, 1980 and subsequently contracted effective November 15, 1994. On July 6, 2010, Hess Corporation filed application for the expansion of the unit area based on geologic inference and included lands reasonably proven to be productive of unitized substances from the Tubb Formation. On August 6, 2010, the Bureau of Land Management granted preliminary approval of the expansion. Application for final approval of the expansion was received by letter dated November 11, 2010.

As a result of the expansion, the unit area will increase from 34,655.33 acres to 76,949.58 more or less, of which 7,913.72 acres (10.28%) are federal lands, 15,995.24 acres (20.79%) are State lands, and 53,040.52 acres (68.93%) are fee lands. The following federal leases embrace lands within the expanded unit area:

<u>Lease No.</u>	<u>Effective Date</u>	<u>Lessee of Record</u>
NMNM118712	9/1/2007	Hess Corporation
NMNM118718	9/1/2007	Hess Corporation (Tubb Formation)
NMNM66804	4/1/1974	Hess Corporation
NMNM66803	12/1/1974	Hess Corporation
NMNM27900	9/1/1976	Hess Corporation

All lands in the expanded area, with the exception of the following tracts, are either fully or effectively committed: Approximately 146.08 acres of unleased lands in parts of tracts 2047, 2049, 2051 and 2054. The total acreage in these tracts is approximately 1720.78 acres. The unleased portion makes up approximately 8.5 percent of these lands and as such, these tracts will be considered partially committed.

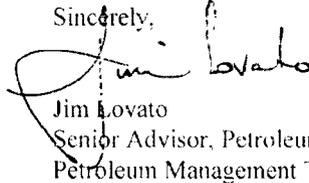
In view of the foregoing commitment status, effective control of the operations within the expanded unit area is assured and the expansion as proposed meets the public interest requirement by maximizing the recovery of the federal mineral interests. After reviewing the final application, all the requirements set forth in Article 12 of the unit agreement have been fulfilled and your application is hereby approved. The expansion will be made effective pursuant to Article 12.3 of the unit agreement.

Approval of this expansion does not warrant or certify that the operator and the holders of operating rights hold legal or equitable title to those rights in the subject leases which are committed hereto. You are requested to furnish all interested parties with appropriate evidence of this approval.

In addition, since the subject unit agreement fully participates in the Tubb Formation, the following communitization agreements will automatically terminate on the effective date of this agreement: Communitization Agreements NMNM125360 and NMNM125362. Please notify this office when the effective date of the expansion is established so appropriate action can be taken on these agreements.

If you have any questions, please contact me at the above address or telephone me at (505) 599-6367.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Lovato". The signature is written in a cursive style with a large initial "J" and "L".

Jim Lovato
Senior Advisor, Petroleum Engineer
Petroleum Management Team

Cc: NMOCD: Santa Fe
State of NM, Commissioner of Public Lands