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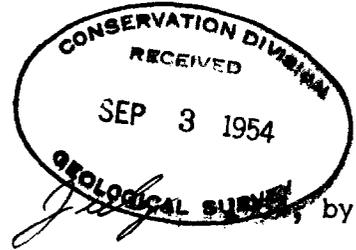
AUG 23 1954

U. S. GEOLOGICAL SURVEY
ROSWELL, NEW MEXICO

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE
HUAPACHE UNIT AREA
EDDY COUNTY, NEW MEXICO

14-08-001-1668

No. _____



THIS AGREEMENT, entered into as of the / day of by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

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

WHEREAS, the Act of February 25, 1920, 41 Stat. 437, as amended by the Act of August 8, 1946, 60 Stat. 950, 30 U.S.C. Secs. 181 et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating under a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof, for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Chap. 88, Laws 1943) to consent to 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 Oil Conservation Commission of the State of New Mexico is authorized by law (Chap. 72, Laws of 1935, as amended by Chap. 193, Laws of 1937, Chap. 166, Laws of 1941, and Chap. 168, Laws of 1949) to approve this agreement, and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Huapache Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions and limitations herein set forth:

NOW THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

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

NEW MEXICO PRINCIPAL MERIDIAN, NEW MEXICO

T. 23 S., R. 22 E.

Secs. 1, 2, 3, 4, 5: All
Sec. 6: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ (All)
Secs. 8, 9, 10, 11, 12: All
Sec. 13: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Sec. 14: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Sec. 15: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Secs. 16 and 17: All
Sec. 21: Lots 1, 2, 3, 4, $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$ (All)
Secs. 22, 23, 24, 25, 26, 27: All
Sec. 28: Lots 1, 2, 3, 4, $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$ (All)
Sec. 33: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14,
15, 16, 17, $W\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}NW\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$ (All)
Sec. 34: Lots 1, 2, 3, 4, 5, 6, 7, $E\frac{1}{2}$, $NW\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$ (All)
Secs. 35 and 36: All

T. 24 S., R. 22 E.

Sec. 1: Lots 1, 2, 3, 4, 5, 6, 7, $SW\frac{1}{4}$, $W\frac{1}{2}SE\frac{1}{4}$,
 $SW\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}NW\frac{1}{4}$ (All)
Sec. 2: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 3: Lots 1, 2, 3, 5, 6, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 4: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 9: $NE\frac{1}{4}$
Secs. 10 and 11: All
Sec. 12: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 13: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 14: All
Sec. 15: $NE\frac{1}{4}$
Sec. 23: $E\frac{1}{2}$
Sec. 24: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 25: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 36: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)

T. 23 S., R. 23 E.

Sec. 19: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{4}$
Sec. 30: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$
Sec. 31: Lots 1, 2, 3, 4, 5, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$

T. 24 S., R. 23 E.

Sec. 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, $SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}$,
 $SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}NE\frac{1}{4}$ (All)
Sec. 7: Lots 1, 2, 5, 6, 7, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$ (All)
Sec. 8: All
Secs. 16 and 17: All
Sec. 18: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, $NE\frac{1}{4}$, $E\frac{1}{2}NW\frac{1}{4}$ (All)
Sec. 19: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ (All)
Secs. 20 and 21: All
Sec. 22: $W\frac{1}{2}$
Secs. 27, 28, 29: All
Sec. 30: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{4}$, $E\frac{1}{2}$ (All)
Sec. 31: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ (All)
Secs. 32, 33, 34: All

Situated in Eddy County, New Mexico, containing 38,657.59 acres, more or less.

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor", or the Commissioner of Public Lands, hereinafter referred to as "Commissioner", and not less than six copies of the revised exhibits shall be filed with the Supervisor, and at least one copy shall be filed with the Commissioner and one copy with the New Mexico Oil Conservation Commission, hereinafter referred to as "Commission".

The above described unit area shall when practicable be expanded to include therein any additional tract or tracts regarded as reasonably necessary or advisable for the purpose of this agreement, or shall be contracted to exclude lands not within any participating area whenever such expansion or contraction is necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

(a) Unit Operator, on its own motion or on demand of the Director of the Geological Survey, hereinafter referred to as "Director", or on demand of the Commissioner shall prepare a notice of proposed expansion or contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefor, and the proposed effective date thereof.

(b) Said notice shall be delivered to the Supervisor and the Commissioner and copies thereof mailed to the last known address of each working interest owner, lessee, and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.

(c) Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor and Commissioner evidence of mailing of the notice of expansion or contraction and a copy of any objections thereto which have been filed with the Unit Operator.

(d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the Director, and Commissioner, become effective as of the date prescribed in the notice thereof.

2(e) AUTOMATIC ELIMINATION: All legal subdivisions of lands, no parts of which are within a participating area within 5 years after the first of month following approval of the initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless, at the expiration of said 5-year period, diligent drilling operations are in progress on nonparticipating lands, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than 90 days' time elapsing between the completion of one such well and the commencement of the next such well; provided that all lands not in a participating area and not entitled to become participating under other applicable provisions of this agreement by virtue of a completed well within 10 years after said first of month following approval of said initial participating area shall be eliminated as above specified. All lands proved productive by such diligent drilling after said 5-year period shall become participating as effectively and in the same manner as during the primary term of

the unit agreement. However, when such diligent drilling ceases, all lands not entitled to participation shall be eliminated, effective as of the 91st day thereafter. Inasmuch as any elimination under this subsection is automatic, the unit operator shall, within 90 days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the Director and promptly notify all parties in interest.

If conditions beyond the control of the unit operator require modification of the provisions of this subsection 2(e), such modification, if filed no later than 60 days in advance of the time limit of any provisions specified in this subsection, may be accomplished by consent of the owners of 90 percent of the current, unitized working interest and 60 percent of the royalty and record interests, respectively, with approval of the Director.

If lands eliminated under this subsection 2(e) are subsequently determined to be a logical part of this unit area, the provisions of section 2 of this agreement shall become applicable. However, re-inclusion in the unit area of such lands shall not be considered automatic commitment or recommitment thereof.

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

3. UNITIZED SUBSTANCES: All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR: Humble Oil & Refining Company, a corporation, with offices at Houston, Texas, is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating

area or areas hereunder, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of 6 months after notice of intention to resign has been served by Unit Operator on all working interest owners, the Director, and Commissioner, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment whichever is required by the Supervisor as to Federal lands and the Commission as to State and privately-owned lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period. Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time a participating area established hereunder is in existence, but until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than 30 days before such resignation becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

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

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator

is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, the owners of the working interests in the participating area or areas according to their respective acreage interests in such participating area or areas, or, until a participating area shall have been established, the owners of the working interests according to their respective acreage interests in all unitized land, shall by majority vote select a successor Unit Operator; provided, that if a majority but less than 75 percent of the working interest qualified to vote are owned by one party to this agreement, a concurring vote of one or more additional working interest owners shall be required to select a new operator. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director and Commissioner. If no successor Unit Operator is selected and qualified as herein provided, the Director and Commissioner at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "Unit Operating Agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as

between Unit Operator and the working interest owners as may be agreed upon by Unit Operator and the working interest owners; however, no such unit operating agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the Unit Operator of any right or obligation established under this unit agreement, and in case of any inconsistency or conflict between the unit agreement and the unit operating agreement this unit agreement shall prevail. Three true copies of any unit operating agreement executed pursuant to this section shall be filed with the Supervisor, and one true copy with the Commissioner.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR. Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator, and together with this agreement, shall constitute and define the rights, privileges and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. DRILLING TO DISCOVERY. Within six months after the effective date hereof, the Unit Operator shall begin to drill an adequate test well at a location approved by the Supervisor, if such location is upon lands of the United States, and if upon State or privately owned lands, such location shall be approved by the Commission or Commissioner whichever is appropriate, unless on such effective date a well is being drilled conformably with the terms hereof, and thereafter continue such drilling diligently until all formations to the top of the basement complex have been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling and producing operations, with a

reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the Supervisor that further drilling of said well would be unwarranted or impracticable, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 11,000 feet. Until the discovery of a deposit of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling diligently one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of said Supervisor if on Federal land, or the Commissioner if on State land or the Commission if on privately owned land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder. Nothing in this Section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or to continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this Section. The Director and the Commissioner may modify the drilling requirements of this Section by granting reasonable extensions of time, when, in their opinion, such action is warranted.

Upon failure to comply with the drilling provisions of this Section, the Director and the Commissioner may, after reasonable notice to the Unit Operator and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated.

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within 6 months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner, and the Commission, an acceptable plan of development and operation for the unitized land which, when approved by the Supervisor, the Commissioner, and the Commission, shall constitute the further drilling and operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor, the Commissioner and the Commission, a plan

for an additional specified period for the development and operation of the unitized land. Any plan submitted pursuant to this section shall provide for the exploration of the unitized area and for the determination of the area or areas thereof capable of producing unitized substances in paying quantities in each and every productive formation and shall be as complete and adequate as the Supervisor, the Commissioner and the Commission, may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall (a) specify the number and location of any wells to be drilled and the proposed order and time for such drilling; and (b) to the extent practicable specify the operating practices regarded as necessary and advisable for proper conservation of natural resources. Separate plans may be submitted for separate productive zones, subject to the approval of the Supervisor, the Commissioner and the Commission. Such plan or plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of this approved plan of development. The Supervisor and the Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development where such action is justified because of unusual conditions or circumstances. After completion hereunder of a well capable of producing any unitized substances in paying quantities no further wells, except such as may be necessary to afford protection against operations not under this agreement or such as may be specifically approved by the Supervisor and Commission shall be drilled except in accordance with a plan of development approved as herein provided.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities or as soon thereafter as required by the Supervisor or the Commissioner, the Unit Operator shall submit for approval by the Director, the Commissioner and the Commission, a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all unitized land then regarded as reasonably proved to be productive of unitized substances in paying quantities; all land in said schedule on approval of the

Director, the Commissioner and the Commission to constitute a participating area, effective as of the date of first production. Said schedule also shall set forth the percentage of unitized substances to be allocated as herein provided to each unitized tract in the participating area so established, and shall govern the allocation of production from and after the date the participating area becomes effective. A separate participating area shall be established in like manner for each separate pool or deposit of unitized substances or for any group thereof produced as a single pool or zone, and any two or more participating areas so established may be combined into one with the consent of the owners of all working interests in the lands within the participating areas so to be combined, on approval of the Director, the Commissioner and the Commission. The participating area or areas so established shall be revised from time to time, subject to like approval, whenever such action appears proper as a result of further drilling operations or otherwise, to include additional land then regarded as reasonably proved to be productive in paying quantities, and the percentage of allocation shall also be revised accordingly. The effective date of any revision shall be the first of the month in which is obtained the knowledge or information on which such revision is predicated, unless a more appropriate effective date is specified in the schedule. No land shall be excluded from a participating area on account of depletion of the unitized substances.

It is the intent of this section that a participating area shall represent the area known or reasonably estimated to be productive in paying quantities; but regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date or revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the Director, the Commissioner and the Commission as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established as provided herein, the portion of all payments affected thereby may be impounded in a manner mutually acceptable to the owners of working interests, except royalties due the United States and the State of New Mexico, which shall be determined by the Supervisor and the Commissioner, respectively,

and the amount thereof deposited as directed by the Supervisor and Commissioner, to be held as unearned money until a participating area is finally approved and then applied as earned or returned in accordance with a determination of the sum due as Federal and State royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the Supervisor, as to wells on Federal land, and Commissioner as to wells on State land, and the Commission as to wells on privately-owned land, that a well drilled under this agreement is not capable of production in paying quantities and inclusion of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located so long as such land is not within a participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a well shall be made as provided in the unit operating agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, camp and other production or development purposes, for repressuring or recycling in accordance with a plan of development approved by the Supervisor, Commissioner and the Commission, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production and, for the purpose of determining any benefits accruing under this agreement each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total number of acres of unitized land in said participating area except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production

of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of said participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from such last mentioned participating area for sale during the life of this agreement shall be considered to be the gas so transferred until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as constituted at the time of such final production.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS.

Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the Supervisor as to Federal land, the Commissioner as to State land, and the Commission as to privately owned land, at such party's sole risk, cost and expense, drill a well to test any formation for which a participating area has not been established if such location is not within said participating area, unless within 90 days of receipt of notice from said party of his intention to drill the well the Unit Operator elects and commences to drill such well in like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled as aforesaid by a working interest owner results in production such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by Unit Operator in accordance with the terms of this agreement and the unit operating agreement.

If any well drilled as aforesaid by a working interest owner obtains production in quantities insufficient to justify the inclusion in a participating area of the land upon which such well is situated, such well may be operated and produced by the party drilling the same subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and the State of New Mexico and all royalty owners who, under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the unitized substances allocated to such tract, and Unit Operator, or in case of the operation of a well by a working interest owner as herein in special cases provided for, such working interest owner shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, law and regulation. Settlement for royalty interests not taken in kind shall be made by working interest owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced into any participating area hereunder, for use in repressuring, stimulation or production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, the Commissioner and the Commission, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area, and with due allowance for loss or depletion from any cause, may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in the plan of operations or as may otherwise be consented to by the Supervisor, the Commissioner and the Commission as conforming to good petroleum engineering practice, and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided,

that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

Royalty due on account of State and privately owned lands shall be computed and paid on the basis of all unitized substances allocated to such lands.

15. RENTAL SETTLEMENT. Rentals or minimum royalties due on leases committed hereto shall be paid by working interest owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States, unless such rental or minimum royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

With respect to any lease on non-Federal land containing provisions which would terminate such lease unless drilling operations were within the time therein specified commenced upon the land covered thereby or rentals paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement, and until the required drilling operations are commenced upon the land covered thereby or some portion of such land is included within a participating area.

16. RIGHTS OF WORKING INTEREST OWNERS IN UNITIZED SUBSTANCES. Notwithstanding any provision contained herein to the contrary, if any, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the Unit Operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

Any working interest owner who takes its share of the unitized substances in kind shall pay or secure the payment of the royalty on its interest and furnish at its own expense all tankage and other equipment necessary for taking said unitized substances in kind and shall also pay any other additional expenses of Unit Operator occasioned thereby. Likewise, any royalty owners who under existing contracts are entitled to take their share of the unitized substances in kind shall furnish at their own expense all equipment necessary in connection therewith, and shall reimburse Unit Operator for all expenses incurred on account thereof; provided, that as to Federal lands such expense, equipment and storage of royalty oil taken in kind shall be assumed and furnished pursuant to the provisions of the Federal leases involved.

17. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulations.

18. DRAINAGE. The Unit Operator shall take appropriate and adequate measures to prevent drainage of unitized substances from unitized land by wells on land not subject to this agreement or pursuant to applicable regulations pay a fair and reasonable compensatory royalty as determined by the Supervisor for Federal land, or as approved by the Commissioner as to State land, or as determined by agreement between the Unit Operator and the royalty owner as to fee land.

19. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development or operation for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary and the Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives do hereby establish, alter, change or revoke the drilling, producing, rental, minimum royalty, and royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this

agreement, and, without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

(a) The development and operation of lands subject to this agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the unit area, notwithstanding anything to the contrary in any lease, operating agreement or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of unitized lands will be accepted and deemed to be performed upon and for the benefit of each and every tract of unitized land, and no Federal or State lease shall be deemed to expire by reason of failure to drill or produce wells situated on land therein embraced.

(c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the Secretary and Commissioner, or their duly authorized representatives shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized lands.

(d) Each lease, sublease or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States and the State of New Mexico committed to this agreement which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein, so that it shall be continued in full force and effect for and during the term of this agreement; provided, however, each such lease, sublease or contract shall only be extended in the event unitized substances are capable of being produced from some part of the lands embraced in such lease committed to this agreement, or some part of said lands are committed to a participating area prior to the expiration of the primary term of such lease, sublease or contract. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or applicable law shall continue in full force and effect thereafter.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of the primary term of such lease. (Provided, however, if permitted by any applicable law or valid regulation now or hereafter in effect, notwithstanding the foregoing, such other Federal lease committed hereto shall continue in force beyond the term so provided therein so long as such land remains committed hereto, provided unitized substances are discovered in paying quantities within the unit area prior to the expiration date of such lease or any extension thereof.)

(f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) Any lease embracing lands of the State of New Mexico, which is made subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

(h) Any lease having only a portion of its lands committed hereto shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the effective date hereof. In the event any such lease provides for a lump-sum rental payment, such payment shall be prorated between the portions so segregated in proportion to the acreage of the respective tracts. Provided, however, notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its

lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease, if unitized substances are discovered and are capable of being produced in paying quantities from some part of the lands embraced in such lease committed to this agreement at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same as to all lands embraced therein shall remain in full force and effect so long as such operations are being diligently prosecuted, and if they result in the production of unitized substances, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as unitized substances in paying quantities are being produced from any portion of said lands.

20. COVENANTS RUN WITH LAND. The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest, royalty, or other interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

21. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the Secretary or his duly authorized representative, the Commissioner and Commission, and shall terminate five years after such date unless (a) such date of expiration is extended by the Director and Commissioner, or (b) it is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formation tested hereunder and after notice of intention to terminate the agreement on such ground is given by the Unit Operator to

all parties in interest at their last known addresses, the agreement is terminated with the approval of the Director and Commissioner, or (c) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof, in which event the agreement shall remain in effect for such term and so long as unitized substances can be produced in paying quantities, i.e., in this particular instance in quantities sufficient to pay for the cost of producing the same from wells on unitized land within any participating area established hereunder, and should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered can be produced as aforesaid, or (d) it is terminated as heretofore provided in this agreement.

This agreement may be terminated at any time by not less than 75 per centum, on an acreage basis, of the owners of working interests signatory hereto, with the approval of the Director, Commissioner and Commission; notice of any such approval to be given by the Unit Operator to all parties hereto.

22. RATE OF PROSPECTING, DEVELOPMENT AND PRODUCTION. The Director is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement, when such quantity and rate is not fixed pursuant to Federal or State law or does not conform to any state-wide voluntary conservation of allocation program, which is established, recognized and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time in his discretion the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided, however, that no such alteration or modification shall be

effective as to any land of the State of New Mexico as to the rate of prospecting and development in the absence of the specific written approval thereof by the Commissioner and as to any lands of the State of New Mexico or privately-owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Commission.

Powers in this Section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

23. CONFLICT OF SUPERVISION. Neither Unit Operator nor the working interest owners nor any of them shall be subject to any forfeiture, termination or expiration of any rights hereunder or under any leases or contracts subject hereto, or to any penalty or liability on account of delay or failure in whole or in part to comply with any applicable provision thereof to the extent that the said Unit Operator, working interest owners or any of them are hindered, delayed, or prevented from complying therewith by reason of failure of the Unit Operator to obtain, in the exercise of due diligence, the concurrence of proper representatives of the United States and proper representatives of the State of New Mexico in and about any matters or thing concerning which it is required herein that such concurrence be obtained.

24. APPEARANCES. Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior, the Commissioner of Public Lands and the New Mexico Oil Conservation Commission and to appeal from orders issued under the regulations of said Department, the Commissioner or Commission, or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior, the Commissioner or Commission, or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

25. NOTICES. All notices, demands or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given in writing and personally delivered to the party or sent by postpaid registered mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand or statement.

26. NO WAIVER OF CERTAIN RIGHTS. Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said unitized lands are located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

27. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement shall be suspended while, but only so long as the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State or Municipal law or agencies, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

28. FAIR EMPLOYMENT. The Unit Operator shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and an identical provision shall be incorporated in all sub-contracts.

29. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join this unit agreement, such tract shall be automatically regarded as not committed hereto and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title as to any royalty,

working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that as to Federal and State land or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be deposited as directed by the Supervisor, and with the Commissioner of Public Lands of the State of New Mexico, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

30. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw said tract from this agreement by written notice to the Director, Commissioner and the Unit Operator prior to the approval of this agreement by the Director. Any oil or gas interests in lands within the unit area not committed hereto prior to submission of this agreement for final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and if the interest is a working interest, by the owner of such interest also subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided for in this section, by a working interest owner is subject to such requirements or approvals, if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof joinder by a non-working interest owner may be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. Prior to final approval hereof, joinder by any owner of a non-working interest must be accompanied by appropriate joinder by the owner of the corresponding working interest in order for the interest to be regarded as effectively committed hereto. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the first day of the month following the filing

with the Supervisor, the Commissioner and the Commission of duly executed counterparts of all or any papers necessary to establish effective commitment of any tract to this agreement unless objection to such joinder is duly made within 60 days by the Director, Commissioner or Commission.

31. COUNTERPARTS. This agreement may be executed in any number of counterparts no one of which needs to be executed by all parties or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

Form Approved

By W.A. Maley
TRADE O K
W. A. MALEY

By JOS

ATTEST:

B.P. Bantley
Secretary

HUMBLE OIL & REFINING COMPANY,
a corporation
By David F. ...
VICE PRESIDENT

Date July 12, 1954

Address _____
P. O. BOX 2180
HOUSTON, TEXAS

UNIT OPERATOR AND WORKING
INTEREST OWNER

ATTEST:

[Signature]
Asst. Secretary H. W. Clark

Date July 27, 1954

ATTEST:

[Signature]
Secretary

Date Aug 3, 1954

ATTEST:

Secretary

Date _____

MAGNOLIA PETROLEUM COMPANY

By [Signature]
Vice-President

Address Box 400
Dallas, Texas

APPROVED	
Legal	<u>[Signature]</u>
Tax	<u>[Signature]</u>
Title R	<u>[Signature]</u>
Indr.	<u>[Signature]</u>
Gas	<u>[Signature]</u>
Prod	<u>[Signature]</u>
Wood	<u>[Signature]</u>

AMERICAN REPUBLICS CORPORATION

By [Signature]
EXECUTIVE VICE-PRESIDENT

Address PETROLEUM BLDG.
Houston, Texas

By _____

Address _____

WORKING INTEREST OWNERS

John B. Connally
Stanell Britt Connally

Address: 53 Westover Terrace
Fort Worth, Texas

Date: August 14, 1954

Address: _____

Date _____

Address: _____

Date _____

Address: _____

Date _____

Address _____

Date _____

Address _____

Date _____

STATE OF TEXAS }
COUNTY OF HARRIS } SS

On this 12th day of July, 1954, before me personally appeared DAVID FRAME to me personally known who being by me duly sworn, did say that he is the Vice President of HUMBLE OIL & REFINING COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said DAVID FRAME acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires:

My Commission Expires June 1, 1955

Wayne Leheuw
Notary Public
WAYNE LEHEW

STATE OF Texas }
COUNTY OF Dallas } SS

On this 27th day of July, 1954, before me personally appeared R. M. CHAN to me personally known who being by me duly sworn did say that he is the vice President of MAGNOLIA PETROLEUM COMPANY and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said R. M. CHAN acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires:

My commission expires

June 1, 1955

Gladys H. Walters
Notary Public
GLADYS H. WALTERS, Notary Public
In and for Dallas County, Texas

STATE OF Texas }
COUNTY OF Harris } SS

On this 3rd day of August, 1954, before me personally appeared James H. Durbin to me personally known who being by me duly sworn did say that he is the exec. Vice President of American Republics Corporation and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said James H. Durbin acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires:

June 1, 1955.

John J. Russo
JOHN J. RUSSO
Notary Public, in and for Harris County, Texas

STATE OF TEXAS)
COUNTY OF *Blanco*)SS

On this *14th* day of August 1954, before me personally appeared

John B. Connally and wife, Idanall Brill Connally to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and official seal this *14th* day of *August* 1954

My Commission Expires: *June 1, 1955 - Jayne Coleman*
Notary Public

STATE OF)
COUNTY OF)SS

On this _____ day of _____ 195 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and official seal this _____ day of _____ 195

My Commission Expires: _____
Notary Public

STATE OF)
COUNTY OF)SS

On this _____ day of _____ 195 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and official seal this _____ day of _____ 195

My Commission Expires: _____
Notary Public

STATE OF)
COUNTY OF)SS

On this _____ day of _____ 195 , before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and official seal this _____ day of _____ 195

My Commission Expires: _____
Notary Public

EXHIBIT "B"
 HUAPACHE UNIT AREA, EDDY COUNTY, NEW MEXICO
 TOWNSHIPS 23 AND 24 SOUTH, RANGES 22 and 23 EAST

SCHEDULE SHOWING THE PERCENTAGE AND KIND OF OWNERSHIP OF OIL AND GAS
 INTERESTS IN ALL LANDS IN THE UNIT AREA

Tract No.	Description of Land	No. of Acres	Application No. and Lease Date	Basic Royalty & Percentage	Lessee of Record	Overriding Royalty & Percentage	Working Interest Owner *	
<u>FEDERAL LAND</u>								
1.	<u>T-23-S, R-22-E</u> Sec. 1: All Sec. 11: SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 12: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 13: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lot 3 Sec. 24: W $\frac{1}{2}$, SE $\frac{1}{4}$ Sec. 25: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	2396.42	LC 064855 3-1-51	USA-All	W. G. Ross	Bonnie H. Matlock \$750 per acre out of 2 $\frac{1}{2}$ %, and Margaret W. Wilder	$\frac{1}{2}$ of 1%	Humble Oil & Refining Company
2.	<u>T-23-S, R-22-E</u> Sec. 4: W $\frac{1}{2}$	320.00	LC 065224 3-1-52	USA-All	Vee K. Ross	Madge Blockson and F. W. Blockson \$750.00 per acre out of 3%	Humble Oil & Refining Company	
3.	<u>T-23-S, R-22-E</u> Sec. 5: All	640.00	LC 065224-A 3-1-52	USA-All	Ruby F. Holder	Potash Company of America	3% Humble Oil & Refining Company	
4.	<u>T-23-S, R-22-E</u> Sec. 4: E $\frac{1}{2}$ Sec. 6: Lot 4, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 8: All Sec. 9: W $\frac{1}{2}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	1662.81	LC 065257-A 3-1-52	USA-All	Ruby F. Holder	Thomas A. Powell \$750.00 per acre out of 3%	Humble Oil & Refining Company	

5.	<u>T-23-S, R-22-E</u> Sec. 33: Lots 1, 2, 5, 6, 7, 16, 17	269.66	LC 065793-A	USA-All	Vee K. Ross	Warren R. Cojean and Minnie W. Cobean \$750.00 per acre out of 3%	Humble Oil & Refining Company
6.	<u>T-24-S, R-22-E</u> Sec. 2: $S\frac{1}{2}NE\frac{1}{4}$, Lots 1,2	161.05	LC 066027	USA-All	J. W. Wingfield	None	American Republics Corporation
7.	<u>T-24-S, R-22-E</u> Sec. 25: Lot 3, $NW\frac{1}{4}SE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SW\frac{1}{4}SW\frac{1}{4}$ Sec. 36: $W\frac{1}{2}$, $W\frac{1}{2}NE\frac{1}{4}$	598.64	LC 066046-A	USA-All	Vee K. Ross	G. C. Weaver \$750.00 per acre out of 3%	Humble Oil & Refining Company
8.	<u>T-23-S, R-22-E</u> Sec. 3: All Sec. 10: $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{4}$ Sec. 11: $W\frac{1}{2}$, $NW\frac{1}{4}NE\frac{1}{4}$ Sec. 13: $NW\frac{1}{4}SE\frac{1}{4}$ Sec. 14: $N\frac{1}{2}$, $N\frac{1}{2}SE\frac{1}{4}$, Lots 1, 2 Sec. 23: $NE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}NE\frac{1}{4}$, $SE\frac{1}{4}NE\frac{1}{4}$ $E\frac{1}{2}SE\frac{1}{4}$ Sec. 24: $SW\frac{1}{4}NE\frac{1}{4}$ Sec. 25: $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NW\frac{1}{4}$, $NW\frac{1}{4}SW\frac{1}{4}$ Sec. 26: $E\frac{1}{2}NE\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$	2470.80	LC 066097	USA-All	W. G. Ross	Burl Steward and Trecie Steward \$750.00 per acre out of 3%	Humble Oil & Refining Company
9.	<u>T-24-S, R-22-E</u> Sec. 36: $W\frac{1}{2}SE\frac{1}{4}$	80.00	LC 066111-A	USA-All	Ruby F. Holder	Robert L. Graham and Sue Saunders Graham \$750.00 per acre out of 3%	Humble Oil & Refining Company
10.	<u>T-23-S, R-22-E</u> Sec. 6: Lots 1, 2, 3, $E\frac{1}{2}NW\frac{1}{4}$, $NE\frac{1}{4}SW\frac{1}{4}$, $NE\frac{1}{4}$, $N\frac{1}{2}SE\frac{1}{4}$	427.39	LC 067663	USA-All	Ruby F. Holder	Daniel S. Harroun and Eleanor F. Harroun	Humble Oil & Refining Company
11.	<u>T-24-S, R-22-E</u> Sec. 36: Lots 3, 4 <u>T-24-S, R-23-E</u> Sec. 29: $NW\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SE\frac{1}{4}$ Sec. 30: Lot 3, $N\frac{1}{2}SE\frac{1}{4}$ Sec. 31: Lots 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$	1161.55	LC 069187	USA-All	W. G. Ross	Jerry Curtis and Loneta S. Curtis	Humble Oil & Refining Company

12.	<u>T-24-S, R-22-E</u> Sec. 24: All Sec. 25: $\frac{W}{2}$ NE $\frac{1}{4}$, Lots 1, 2 ($\frac{E}{2}$ NE $\frac{1}{4}$) <u>T-24-S, R-23-E</u> Sec. 19: Lots 1, 2, 3	891.21	NM 0936 2-1-53	USA-All	W. G. Ross	Bertand O. Baetz and Peggy E. Baetz \$750.00 per acre out of 3%	Humble Oil & Refining Company
13.	<u>T-24-S, R-22-E</u> Sec. 2: SE $\frac{1}{4}$ Sec. 11: All Sec. 14: All Sec. 15: NE $\frac{1}{4}$ Sec. 23: E $\frac{1}{2}$ Sec. 25: NW $\frac{1}{4}$	2080.00	NM 0937 12-1-52	USA-All	Vee K. Ross	Robert L. Bunnell and Pauline A. Bunnell \$750.00 per acre out of 3%	Humble Oil & Refining Company
14.	<u>T-24-S, R-22-E</u> Sec. 2: Lots 3, 4, $\frac{S}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ Sec. 3: Lots 1, 2, 3, 5, $\frac{S}{2}$ N $\frac{1}{2}$, $\frac{S}{2}$ Sec. 4: All Sec. 9: NE $\frac{1}{4}$ Sec. 10: All	2406.26	NM 0938 4-1-53	USA-All	Vee K. Ross	Robert L. Bunnell and Pauline A. Bunnell \$750.00 per acre out of 3%	Humble Oil & Refining Company
15.	<u>T-23-S, R-22-E</u> Sec. 26: SE $\frac{1}{4}$, $\frac{S}{2}$ SW $\frac{1}{4}$ Sec. 34: Lots 1, 4, 5, 7, $\frac{SE}{4}$ NW $\frac{1}{4}$, $\frac{S}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 35: E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$, $\frac{W}{2}$ SW $\frac{1}{4}$	1212.93	NM 01929 2-1-53	USA-All	W. G. Ross	Bertrand O. Baetz and Peggy E. Baetz \$750.00 per acre out of 3%	Humble Oil & Refining Company
16.	<u>T-23-S, R-22-E</u> Sec. 21: Lots 1, 2, $\frac{W}{2}$ NE $\frac{1}{4}$ Sec. 22: SW $\frac{1}{4}$, $\frac{S}{2}$ NW $\frac{1}{4}$ Sec. 26: NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 27: NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$, $\frac{N}{2}$ SW $\frac{1}{4}$, $\frac{S}{2}$ SW $\frac{1}{4}$ Sec. 34: $\frac{N}{2}$ N $\frac{1}{2}$, $\frac{N}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 35: $\frac{W}{2}$ NW $\frac{1}{4}$	1199.06	NM 04454 12-1-52	USA-All	Vee K. Ross	Mrs. Martha Donaldson \$750.00 per acre out of 3%	Humble Oil & Refining Company
17.	<u>T-23-S, R-22-E</u> Sec. 17: All	640.00	NM 04505-A 10-1-52	USA-All	Vee K. Ross	John H. Meyer and Denise Davis Meyer \$750.00 per acre out of 3%	Humble Oil & Refining Company

18.	<u>T-23-S, R-22-E</u> Sec. 21: NW $\frac{1}{4}$	160.00	NM 05703 7-1-51	USA-All	Murrell E. Van Hook	None	Murrell E. Van Hook
19.	<u>T-23-S, R-22-E</u> Sec. 33: Lot 8, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$	232.53	NM 06133 1-1-52	USA-All	W. G. Ross	Henry G. Reed and Margaret Young Reed, Cary S. Hill and Lilla Lovell Hill, Murray Ward and Virginia D. Ward $\frac{1}{2}$ of 3% Thomas Connell and Emily K. Connell $\frac{1}{2}$ of 3%	Humble Oil & Refining Company
20.	<u>T-23-S, R-22-E</u> Sec. 10: W $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 14: Lots 3, 4, NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 15: All Sec. 22: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 26: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 23: NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 27: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{2}$ NE $\frac{1}{4}$	1828.48	NM 06478 10-1-52	USA-All	Vee K. Ross	Lucille Parker \$750.00 per acre out of 3%	Humble Oil & Refining Company
21.	<u>T-23-S, R-23-E</u> Sec. 19: Lot 3	43.36	NM 06821 3-1-52	USA-All	Henry G. Reed, Cary S. Hill, Murray Ward 50% Thomas Connell 50%	None	Henry G. Reed, Cary S. Hill, Murray Ward 50% Thomas Connell 50%
22.	<u>T-23-S, R-22-E</u> Sec. 22: SE $\frac{1}{4}$	160.00	NM 06821-A 3-1-52	USA-All	W. G. Ross	Henry G. Reed and Margaret Young Reed, Cary S. Hill and Lilla Lovell Hill, Murray Ward and Virginia D. Ward $\frac{1}{2}$ of 3% Thomas Connell and Emily K. Connell $\frac{1}{2}$ of 3%	Humble Oil & Refining Company
23.	<u>T-23-S, R-23-E</u> Sec. 30: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$	164.91	NM 06821-B 3-1-52	USA-All	Ruby F. Holder	Henry G. Reed and Margaret Young Reed, Cary S. Hill and Lilla Lovell Hill, Murray Ward and Virginia D. Ward $\frac{1}{2}$ of 3% Thomas Connell and Emily K. Connell $\frac{1}{2}$ of 3%	Humble Oil & Refining Company

24.	<u>T-23-S, R-22-E</u> Sec. 21: S $\frac{1}{2}$ Sec. 28: All Sec. 27: SW $\frac{1}{4}$ SW $\frac{1}{4}$	998.66	NM 06858 2-1-52	USA-All	Miss Murrell E. Van Hook	None	Miss Murrell E. Van Hook
25.	<u>T-23-S, R-23-E</u> Sec. 30: NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 31: W $\frac{1}{2}$	388.81	NM 07105 3-1-52	USA-All	W. G. Ross	T. C. Stromberg and June B. Stromberg \$750.00 per acre out of 3%	Humble Oil & Refining Company
26.	<u>T-24-S, R-23-E.</u> Sec. 19: Lot 4, E $\frac{1}{2}$ W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 30: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$	718.58	NM 07798 4-1-53	USA-All	Ruby F. Holder	Howard Brawn and Lucille Brawn \$750.00 per acre out of 3%	Humble Oil & Refining Company
27.	<u>T-24-S, R-23-E</u> Sec. 30: E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	NM 07859 6-1-53	USA-All	Texas Gulf Prod. Company	None	Texas Gulf Prod. Company
28.	<u>T-24-S, R-22-E</u> Sec. 36: Lot 2	40.25	NM 08091 9-1-52	USA-All	W. G. Ross	Thomas Connell and Emily K. Connell	Humble Oil & Refining Company
29.	<u>T-24-S, R-23-E</u> Sec. 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 32: NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$	640.00	NM 08108 7-1-52	USA-All	Ruby F. Holder	Bertrand O. Baetz and Peggy Baetz \$750.00 per acre out of 3%	Humble Oil & Refining Company
30.	<u>T-23-S, R-22-E</u> Sec. 14: NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 33: Lots 9, 10, 11, 12, 13, 15 Sec. 34: Lot 2	148.43	NM 08948 4-1-53	USA-All	Vee K. Ross	Claude Bate and Mrs. Eugenia Bate \$750.00 per acre out of 3%	Humble Oil & Refining Company
31.	<u>T-24-S, R-22-E</u> Sec. 1: Lots 3, 4, 5, 6, 7, SW $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	450.02	NM 014419 **	USA-All	A. C. Holder***	N. H. Berchtold and Zoe Berchtold	Humble Oil & Refining Company
32.	<u>T-24-S, R-22-E</u> Sec. 12: Lots 1, 2, 3, 4, W $\frac{1}{2}$ E $\frac{1}{2}$ W $\frac{1}{2}$ (All)	605.65	NM 014420 **	USA-All	Yvonne H. Elliott	Yvonne H. Elliott and Harold A. Elliott	Humble Oil & Refining Company

33. <u>I-24-S, R-22-E</u> Sec. 13: Lots 1,2,3,4, W $\frac{1}{2}$ E $\frac{1}{2}$, W $\frac{1}{2}$ (All)	609.56	NM 014421 **	USA-ALL	Peggy D. Ford	Peggy D. Ford and William T. Ford	3%	Idanell Brill Connally
34. <u>I-24-S, R-23-E</u> Sec. 6: Lots 1,5,6,7, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	482.10	NM 014442 8-1-54	USA-ALL	H. O. Miller	H. O. Miller and Maxine Miller	5%	Humble Oil & Refining Company
35. <u>I-24-S, R-23-E</u> Sec. 7: Lots 1,2,5,6,7, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	515.61	NM 014443 8-1-54	USA-ALL	Ned Nickson	Ned Nickson and Martha J. Nickson	5%	Humble Oil & Refining Company
36. <u>I-24-S, R-23-E</u> Sec. 18: Lots 1,2,5,6 7,8,9,10,11,12 E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$	561.59	NM 014446 8-1-54	USA-ALL	D. D. Patteson	D. D. Patteson and Majorie Jane Patteson	5%	Humble Oil & Refining Company
37. <u>I-24-S, R-23-E</u> Sec. 21: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	80.00	NM 014447 8-1-54	USA-ALL	Jack Carlson	Jack Carlson and Betty Jean Carlson	2 $\frac{1}{2}$ %	Humble Oil & Refining Company
38. <u>I-24-S, R-23-E</u> Sec. 28: E $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$	440.00	NM 014450 8-1-54	USA-ALL	Gordon McMeen	Gordon McMeen and Carol J. McMeen	5%	Humble Oil & Refining Company
39. <u>I-24-S, R-23-E</u> Sec. 33: All	640.00	NM 014451 **	USA-ALL	Lewis C. Kimmel	Lewis C. Kimmel	5%	Humble Oil & Refining Company
40. <u>I-24-S, R-23-E</u> Sec. 34: All	640.00	NM 014452 8-1-54	USA-ALL	Idanell Brill Connally	None		Idanell Brill Connally

40 FEDERAL TRACTS, CONTAINING 29,266.32 ACRES, OR 75.7065% OF UNIT AREA

* Some working interests are held under Option Agreements, which will be promptly exercised upon approval of Unit Agreement.

** The lessee shown is successful offeror at drawing held on 23rd day of February, 1954, and lease is in process of being issued.

*** Assignment pending approval.

STATE LAND

41.	<u>T-24-S, R-23-E</u> Sec. 20: NE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00	B-11434-4 9-11-44	STATE--A11	Humble Oil & Refining Company	Otto E. Zwicker and Beatrice L. Zwicker	3%	Humble Oil & Refining Company
42.	<u>T-24-S, R-23-E</u> Sec. 21: NE $\frac{1}{4}$ NW $\frac{1}{4}$	40.00	B-11434-4 9--11-44	STATE--A11	Humble Oil & Refining Company	Otto E. Zwicker and Beatrice L. Zwicker	3%	Humble Oil & Refining Company
43.	<u>T-24-S, R-23-E</u> Sec. 17: E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00	E-488-1 8-10-45	STATE--A11	Humble Oil & Refining Company	J. M. Kelly and Esther L. Kelly	5%	Humble Oil & Refining Company
44.	<u>T-24-S, R-23-E</u> Sec. 20: SW $\frac{1}{4}$	160.00	E-488-1 8-10-45	STATE--A11	Humble Oil & Refining Company	J. M. Kelly and Esther L. Kelly	5%	Humble Oil & Refining Company
45.	<u>T-23-S, R-22-E</u> Sec. 16: SE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00	E-2203 10-11-48	STATE--A11	Humble Oil & Refining Company	Anne Kotasak	3%	Humble Oil & Refining Company
46.	<u>T-23-S, R-22-E</u> Sec. 2: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 9: S $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 11: E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 12: S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 13: W $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 16: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36: A11	2314.36	E-7078 4-9-53	STATE--A11	Humble Oil & Refining Company	None		Humble Oil & Refining Company
47.	<u>T-24-S, R-23-E</u> Sec. 5: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 8: W $\frac{1}{2}$, SE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 16: W $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 17: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 20: NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 21: NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 28: W $\frac{1}{2}$ NE $\frac{1}{4}$	3000.12	E-7079 4-9-53	STATE--A11	Humble Oil & Refining Company	None		Humble Oil & Refining Company

48.	<u>T-23-S, R-22-E</u> Sec. 2: SW $\frac{1}{4}$ SE $\frac{1}{4}$	1200.23	E-7528 10-20-53	STATE-All	Humble Oil & Refining Company	None	Humble Oil & Refining Company
49.	<u>T-24-S, R-23-E</u> Sec. 5: SE $\frac{2}{4}$ NW $\frac{1}{4}$, Lot 1 Sec. 16: SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 20: NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 17: NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 22: W $\frac{1}{2}$ Sec. 27: All	280.05	E-8277 6-15-54	STATE-All	Humble Oil & Refining Company	None	Humble Oil & Refining Company
50.	<u>T-23-S, R-22-E</u> Sec. 16: NW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	200.00	E-8270 6-15-54	STATE-All	Humble Oil & Refining Company	None	Humble Oil & Refining Company

10 STATE TRACTS, CONTAINING 7,354.76 ACRES, OR 19.0254% OF UNIT AREA

FEE LAND

51.	<u>T-23-S, R-22-E</u> Sec. 33: Lot 14 <u>T-24-S, R-22-E</u> Sec. 34: Lot 3,6 Sec. 3: Lot 6	56.69 10-10-52	FEE Wester	Howard H. and Elizabeth M. ALL	Humble Oil & Refining Company	None	Humble Oil & Refining Company
52.	<u>T-23-S, R-22-E</u> Sec. 13: E₂E₂ , Lot 2 Sec. 24: N₂N₂E₂ , SE₂NE₂	305.06 5-15-53	FEE John R. Joyce II & Company, All	John R. Joyce II & Company, All	Humble Oil & Refining Company	R.A. Broomfield, Jr. and Geraldine R. Broomfield A. N. Etz and Bonnie R. Etz H. W. Etz, Jr. and Rita F. Etz	Humble Oil & Refining Company
53.	<u>T-23-S, R-22-E</u> Sec. 25: SE₂SE₂ <u>T-23-S, R-23-E</u> Sec. 30: Lots 3, 4, SE₂SW₂	164.65 5-15-53	FEE C. P. Pardue and Mattie E. Pardue, John Guitar, Jr., Trustee, and Repps B. Guitar, Trustee John R. Joyce II & Company	75% 25%	Humble Oil & Refining Company	R.A. Broomfield, Jr. and Geraldine R. Broomfield A. N. Etz and Bonnie R. Etz H. W. Etz, Jr. and Rita F. Etz	Humble Oil & Refining Company
54.	<u>T-24-S, R-22-E</u> Sec. 1: Lots 1, 2, SW₂NE₂ , SE₂NW₂ <u>T-24-S, R-23-E</u> Sec. 6: Lots 2, 3, 4, SW₂NE₂	310.01 5-15-53	FEE John R. Joyce II & Company, All	John R. Joyce II & Company, All	Humble Oil & Refining Company	None	Humble Oil & Refining Company
55.	<u>T-24-S, R-23-E</u> Sec. 7: S₂SE₂ , SE₂SW₂ Sec. 18: NW₂NE₂	160.00 5-15-53	FEE John R. Joyce II & Company, All	John R. Joyce II & Company, All	Humble Oil & Refining Company	None	Humble Oil & Refining Company
56.	<u>T-23-S, R-22-E</u> Sec. 23: SW₂NE₂ , S₂NW₂ , NW₂SW₂	160.00 5-15-53	FEE John & Joyce II & Company, All	John & Joyce II & Company, All	Humble Oil & Refining Company	None	Humble Oil & Refining Company

57. T-24-S, R-22-E 880.10 FEE J. B. Foster Magnolia Petroleum Co. None Magnolia Petroleum
 Sec. 25: S $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ 2-9-48 ALL Co.
 Sec. 36: NE $\frac{1}{4}$ NE $\frac{1}{4}$

T-24-S, R-23-E
 Sec. 30: S $\frac{1}{2}$ S $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$
 Sec. 29: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$,
 NE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$
 Sec. 32: NW $\frac{1}{4}$ NW $\frac{1}{4}$
 Sec. 28: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
 Sec. 21: SW $\frac{1}{4}$ SW $\frac{1}{4}$
 Sec. 31: NW $\frac{1}{4}$ NW $\frac{1}{4}$

7 FEE TRACTS, CONTAINING 2,036.51 ACRES, OR 5.2681% OF UNIT AREA

TOTAL 57 TRACTS, CONTAINING 38,657.59 ACRES, HUAPACHE UNIT AREA, EDDY COUNTY, NEW MEXICO

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Emmie S. Bratton *Quinn*
T-1 T-39
Margaret M. Hilder Red Tuckson
T-1 T-35
Martha J. Nickson
T-35

STATE OF **NEW MEXICO**)
) SS
COUNTY OF **CHAVES**)

On this the 8th day of July, 1954, before me personally appeared Leola C. Kimmel

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:
9-10-55

Sam G. Stupp
Notary Public

STATE OF New Mexico)
COUNTY OF Chaves) SS

On this 12th day of July, 1954, before me personally appeared

Bonnie H. Matlock
to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: Sept. 1, 1954

Jean Cannon
Notary Public

STATE OF California)
COUNTY OF San Diego) SS

On this 15th day of July, 1954, before me personally appeared

John Jackson & Barbara Jackson
to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My Commission Expires: 3rd May 57

Ernest G. [Signature]
Notary Public

STATE OF Texas)
COUNTY OF El Paso) SS

On this 2nd day of July, 1954, before me personally appeared

Margaret M. Wilder
to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Eva Bauer
Notary Public

EVA BAUER, Notary Public, In and for El Paso County, Texas, My commission Expires June 1, 1954

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 195__, before me personally appeared

_____ to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

MB Madge Blockson

MD Martha Donaldson

FWB F. W. Blockson

WRC

LP Lucille Parker

MWC

STATE OF **NEW MEXICO**)
COUNTY OF **CHAVES**)SS

On this the 20th day of July, 1954, before me personally appeared Madge Blockson and F. W. Blockson, husband and wife,

to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:

June 12, 1956

Margaret Couch
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS

On this 19 day of July, 1954, before me personally appeared
LUCILLE PARKER
to me personally known to be the person described in and who executed the fore-
going instrument, and acknowledged that she executed the same as her free
act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and
year in this certificate above written.

My Commission Expires:

9-25-57

Faye Wilson
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS

On this 19 day of July, 1954, before me personally appeared
MRS. MARTHA DONALDSON
to me personally known to be the person described in and who executed the fore-
going instrument, and acknowledged that she executed the same as her
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
and year in this certificate first above written.

My Commission Expires: 9-25-57

Faye Wilson
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS

On this 17 day of July, 1954, before me personally appeared
WARREN R. COBEAN AND WIFE MINNIE W. COBEAN
to me personally known to be the persons described in and who executed the fore-
going instrument and acknowledged that they executed the same as their
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
and year in this certificate last above written.

My Commission Expires: 12-27-54

Ruth C. McPherson
Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 195____, before me personally appeared
_____ to me personally known to be the person described in and who executed the fore-
going instrument and acknowledged that he executed the same as _____
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day
and year in this certificate last above written.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

[Signature]
Ass't. Secretary

FOTASH COMPANY OF AMERICA
[Signature]
Vice President T-5

STATE OF)
)SS
COUNTY OF)

On this the _____ day of _____, 1954, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:

Notary Public

STATE OF NEW MEXICO)
COUNTY OF EDDY) SS

On this 3rd day of August, 1954, before me personally appeared F. O. Davis to me personally known who being by me duly sworn, did say that he is the Vice President of Potash Company of America and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. O. Davis acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this the day and year last above written.

My Commission Expires: 3-30-55

Richard W. Lundeen
Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

TAP Thomas A. Powell

RLB Robert L. Dummel

CKW B. C. Weaver

PAB Pauline A. Dummel

STATE OF ~~NEW~~ MEXICO)
COUNTY OF EDDY)SS

On this the 8th day of July, 1954, before me personally appeared Robert L. Dummel and Pauline A. Dummel, his wife

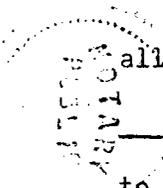
to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:

Nov 17, 1955

James R. Jones
Notary Public



STATE OF NEW MEXICO)
COUNTY OF EDDY) SS

On this 12th day of July, 1954, before me personally appeared Thomas A. Powell to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: 8-21-54

J. L. DeWitt
Notary Public

STATE OF NEW MEXICO)
COUNTY OF EDDY) SS

On this 18th day of July, 1954, before me personally appeared G. C. Weaver to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My Commission Expires: 8-21-54

J. L. DeWitt
Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 195__, before me personally appeared _____ to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 195__, before me personally appeared _____ to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF New Mexico }
COUNTY OF Bernalillo } SS.

On this 3rd day of August, 1954, before me personally appeared Jack Carlson & Betty Jean Carlson and Walter E. Dial & Catherine B. Dial, his wife

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

April 16, 1955

Cecil P. Young
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Bertrand G. Best
Fred K. Ross
W. Holder

Lucy J. Holder
W. K. Ross
W. K. Ross

STATE OF _____)
COUNTY OF EDDY)SS

On ~~this~~ the 6th day of August, 1954, before me personally appeared _____

Bertrand G. Best and Peggy L. Best, husband and wife

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as free act and deed. they

~~their~~ IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:
6/1/55

Frank H. Silcock
Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

John H. Meyer
Tr. 17

Howard Brown
Tr. 26

Denise Davis Meyer
Tr. 17

Lucille Brown
Tr. 26

Paul S. Meyer
Tr. 17

Eleanor J. Harroun
Tr. 10

STATE OF Arizona)
COUNTY OF Pinal) SS

On this the 1st day of July, 1954, before me personally appeared John H. Meyer and Denise Davis Meyer, husband and wife

to me personally known to be the person^s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first, above written.

My Commission Expires:

[Signature]
Notary Public

My Commission expires September 11, 1955

STATE OF NEW MEXICO }
COUNTY OF CHAVES } SS.

On this 19th day of July, 1954, before me personally appeared
Howard Brawn and his wife, Lucille Brawn

to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: Sept. 1, 1954

Jean Caswood
Notary Public

STATE OF New Mexico }
COUNTY OF Eddy } SS.

On this 20th day of July, 1954, before me personally appeared
Daniel S. Henderson and Wife Eleanor F. Hanson

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that ~~he~~ executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:
June 25, 1958

R. G. Stephens
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

Eugenia Bate

Santa S. Curtis

Claude Bate

W. Stumberg

Jerry Courter

Jane B. Stumberg

STATE OF New Mexico)
COUNTY OF Santa Fe)SS

On this the 15th day of July, 1954, before me personally appeared Eugenia Bate and Claude Bate
Husband and wife

to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:

EXPIRES JULY 30, 1954

Walter P. Sanchez
Notary Public

STATE OF NEW MEXICO }
COUNTY OF EDDY } SS.

On this 17 day of July, 1954, before me personally appeared Jerry Curtis and Loneta S. Curtis, husband and wife

to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: 11-8-56

Glen Caldwell
Notary Public

STATE OF New Mexico }
COUNTY OF Eddy } SS.

On this 17 day of July, 1954, before me personally appeared T. C. Stambly and wife June B. Stambly

to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: 11-8-56

Glen Caldwell
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF NEW MEXICO }
COUNTY OF BERNALILLO } SS.

On this 13TH day of August, 1954, before me personally appeared Ivonne M. Elliott and her husband, Harold Elliott

to me personally known to be the person ■ described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: My Commission Expires Feb. 11, 1957 [Signature]
Notary Public

STATE OF Texas }
COUNTY OF Culberson } SS.
Culberson

On this 16th day of August, 1954, before me personally appeared J. D. Foster and his wife, Madeline Foster

to me personally known to be the person ■ described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: June 1, 1955 [Signature]
Notary Public
Culberson Co Texas

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person _____ described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____
Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

GM [Signature] DDF [Signature]
CJM Carol J. McMeen MJP [Signature]
Maxine Miller [Signature]

STATE OF NEW MEXICO)
)SS
COUNTY OF LEA)

On this the 16th day of July, 1954, before me personally appeared Gordon McMeen and wife, Carol J. McMeen

to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:
May 21, 1957

[Signature]
Notary Public

STATE OF NEW MEXICO)
COUNTY OF LEA) SS

On this 16th day of July, 1954, before me personally appeared D. D. Pattenon and wife, Marjorie Jane Pattenon to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that t he y executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

May 21, 1957

Jernae Gistner
Notary Public

STATE OF New Mexico)
COUNTY OF Eddy) SS

On this 22nd day of July, 1954, before me personally appeared H. O. Mills and wife Maxene Mills to me personally known to be the person s described in and who executed the foregoing instrument, and acknowledged that t he y executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My Commission Expires:

Aug 28, 1957

Samuel Dennis
Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195__, before me personally appeared _____ to me personally known to be the person ___ described in and who executed the foregoing instrument and acknowledged that ___ he ___ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195__, before me personally appeared _____ to me personally known to be the person ___ described in and who executed the foregoing instrument and acknowledged that ___ he ___ executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF Missouri)
COUNTY OF Edwards) SS

On this 27 day of July, 1954, before me personally appeared Peggy D. Ford and William T. Ford, her husband, to me personally known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

May 13, 1953

[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195__, before me personally appeared _____ to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195__, before me personally appeared _____ to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195__, before me personally appeared _____ to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

STATE OF OKLAHOMA)
COUNTY OF Gruba) SS

On this ___ day of _____, 1954, before me personally appeared R. A. Broomfield, Jr. and wife, Geraldine B. Broomfield to me personally known to be the person ■ described in and who executed the foregoing instrument, and acknowledged that the y executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires:

March 28, 1957.

Norma E. Cannon
Notary Public

STATE OF ~~NEW~~ NEW MEXICO)
COUNTY OF CHAVES) SS

On this 22 day of July, 1954, before me personally appeared H. W. Ets, Jr. to me personally known to be the person ___ described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

My Commission Expires:

November 24, 1956

L. J. Jackson
Notary Public

STATE OF NEW MEXICO)
COUNTY OF CHAVES) SS

On this 22 day of July, 1954, before me personally appeared Reta F. Ets, wife of H. W. Ets, Jr. to me personally known to be the person ___ described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

November 24, 1956

L. J. Jackson
Notary Public

STATE OF _____)
COUNTY OF _____) SS

On this ___ day of _____, 195___, before me personally appeared _____ to me personally known to be the person ___ described in and who executed the foregoing instrument and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate last above written.

My Commission Expires:

Notary Public

CONSENT AND RATIFICATION
HUAPACHE UNIT AGREEMENT

The undersigned (whether one or more) hereby acknowledge receipt of a copy of the Unit Agreement for the Development and Operation of the Huapache Unit Area embracing lands situated in Eddy County, New Mexico, which said agreement is dated the 1st day of July, 1954, and acknowledge that they have read the same and are familiar with the terms and conditions thereof. The undersigned also being the owners of the leasehold, royalty or other interest in the lands or minerals embraced in said unit area, as indicated on the schedule attached to said unit agreement as Exhibit B, do hereby commit all of their said interest to the Huapache Unit Agreement and do hereby consent thereto and ratify all of the terms and provisions thereof, exactly the same as if the undersigned had executed the original of said unit agreement or a counterpart thereof.

IN WITNESS WHEREOF, this instrument is executed by the undersigned as of the date set forth in their respective acknowledgments.

J.G., Jr.
Trustee, Guitart Trust Estate

C.P. Mattie E. Pardue

J.G.
Trustee, Guitart Trust Estate

{ JOHN F. JOYCE II AND COMPANY
A Partnership

C.P.P. C. P. Pardue

{ J.F.J. II John F. Joyce II

STATE OF NEW MEXICO)
COUNTY OF EDDY)SS

On this the 1st day of August, 1954, before me personally appeared C. P. Pardue and wife, Mattie E. Pardue

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

My Commission Expires:
Dec 13, 1957

E. J. [Signature]
Notary Public

STATE OF NEW MEXICO }
COUNTY OF EDDY } SS.

On this 5th day of August, 1954, before me personally appeared John E. Joyce II, a member of the partnership of John E. Joyce II and Company

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, **and as the free act and deed of said partnership.**

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: Dec 13, 1957

E. R. Buchanan
Notary Public

STATE OF TEXAS }
COUNTY OF TAYLOR } SS.

On this _____ day of August, 1954, before me personally appeared John Guitar, Jr., Trustee, Guitar Trust Estate

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, **and in the capacity therein stated.**

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF TEXAS }
COUNTY OF TAYLOR } SS.

On this _____ day of August, 1954, before me personally appeared Erpe E. Guitar, Trustee, Guitar Trust Estate

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, **and in the capacity therein stated.**

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

STATE OF _____ }
COUNTY OF _____ } SS.

On this _____ day of _____, 195____, before me personally appeared _____

to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate above written.

My Commission Expires: _____

Notary Public

BEFORE THE OIL CONSERVATION COMMISSION
OF THE STATE OF NEW MEXICO

IN THE MATTER OF THE HEARING
CALLED BY THE OIL CONSERVATION
COMMISSION OF NEW MEXICO FOR
THE PURPOSE OF CONSIDERING:

CASE NO. 749
ORDER NO. R-513

THE APPLICATION OF HUMBLE OIL
& REFINING COMPANY FOR APPROVAL
OF THE HUAPACHE UNIT AGREEMENT
EMBRACING 38,658 ACRES OF LAND,
MORE OR LESS, IN EDDY COUNTY,
NEW MEXICO, WITHIN TOWNSHIPS
23 AND 24 S., RANGES 22 AND
23 E., N.M.P.M.

ORDER OF THE COMMISSION

BY THE COMMISSION:

This cause came on for hearing at 9 o'clock A.M. on the
15th day of July, 1954, at Santa Fe, New Mexico, before the
Oil Conservation Commission of New Mexico, hereinafter referred to
as the "Commission".

NOW, on this 16th day of July, 1954, the Commission, a
quorum being present, having considered said application and the
evidence introduced in support thereof, and being fully advised in
the premises.

FINDS:

(1) That due public notice having been given as required by
law, the Commission has jurisdiction of this cause and the subject
matter thereof.

(2) That the proposed unit plan will in principle tend to
promote the conservation of oil and gas and the prevention of waste.

IT IS THEREFORE ORDERED:

SECTION 1. That this order shall be known as the

HUAPACHE UNIT AGREEMENT ORDER

SECTION 2. (a) That the project herein referred to shall be
known as the Huapache Unit Agreement, and shall hereafter be re-
ferred to as the "Project".

(b) That the plan by which the Project shall be
operated shall be embraced in the form of a unit agreement for the
development and operation of the Huapache Unit Area referred to in
the Petitioner's petition and filed with said petition, and such
plan shall be known as the Huapache Unit Agreement Plan.

SECTION 3. That the Huapache Unit Agreement Plan shall be, and
hereby is, approved in principle as a proper conservation measure;
provided, however, that notwithstanding any of the provisions con-
tained in said unit agreement, this approval shall not be considered
as waiving or relinquishing in any manner any right, duties or ob-
ligations which are now, or may hereafter, be vested in the New
Mexico Oil Conservation Commission by law relative to the supervi-
sion and control of operations for exploration and development of
any lands committed to said Huapache Unit Agreement, or relative to
the production of oil or gas therefrom.

SECTION 4. (a) That the Unit Area shall be:

NEW MEXICO PRINCIPAL MERIDIAN

T. 23 S., R. 22 E.

Secs. 1, 2, 3, 4, 5: All
Sec. 6: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ (All)
Secs. 8, 9, 10, 11, 12: All
Sec. 13: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Sec. 14: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Sec. 15: Lots 1, 2, 3, 4, $N\frac{1}{2}$, $N\frac{1}{2}S\frac{1}{2}$ (All)
Secs. 16 and 17: All
Sec. 21: Lots 1, 2, 3, 4, $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$ (All)
Secs. 22, 23, 24, 25, 26, 27: All
Sec. 28: Lots 1, 2, 3, 4, $W\frac{1}{2}$, $W\frac{1}{2}E\frac{1}{2}$ (All)
Sec. 33: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, $W\frac{1}{2}NE\frac{1}{2}$, $NE\frac{1}{2}NW\frac{1}{2}$, $W\frac{1}{2}NW\frac{1}{2}$ (All)
Sec. 34: Lots 1, 2, 3, 4, 5, 6, 7, $E\frac{1}{2}$, $NW\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{2}$ (All)
Secs. 35 and 36: All

T. 24 S., R. 22 E.

Sec. 1: Lots 1, 2, 3, 4, 5, 6, 7, $SW\frac{1}{2}$, $W\frac{1}{2}SE\frac{1}{2}$, $SW\frac{1}{2}NE\frac{1}{2}$, $S\frac{1}{2}NW\frac{1}{2}$ (All)
Sec. 2: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 3: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 4: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 9: $NE\frac{1}{2}$
Secs. 10 and 11: All
Sec. 12: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 13: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 14: All
Sec. 15: $NE\frac{1}{2}$
Sec. 23: $E\frac{1}{2}$
Sec. 24: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 25: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)
Sec. 30: Lots 1, 2, 3, 4, $W\frac{1}{2}E\frac{1}{2}$, $W\frac{1}{2}$ (All)

T. 23 S., R. 23 E.

Sec. 19: Lots 3, 4, $E\frac{1}{2}SW\frac{1}{2}$
Sec. 30: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$
Sec. 31: Lots 1, 2, 3, 4, 5, $E\frac{1}{2}NW\frac{1}{2}$, $NE\frac{1}{2}SW\frac{1}{2}$

T. 24 S., R. 23 E.

Sec. 5: Lots 1, 2, 3, 4, $S\frac{1}{2}N\frac{1}{2}$, $S\frac{1}{2}$ (All)
Sec. 6: Lots 1, 2, 3, 4, 5, 6, 7, $SE\frac{1}{2}$, $E\frac{1}{2}SW\frac{1}{2}$, $SE\frac{1}{2}NW\frac{1}{2}$, $S\frac{1}{2}NE\frac{1}{2}$ (All)
Sec. 7: Lots 1, 2, 5, 6, 7, $E\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{2}$, $SE\frac{1}{2}SW\frac{1}{2}$ (All)
Sec. 8: All
Secs. 16 and 17: All
Sec. 18: Lots 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, $NE\frac{1}{2}$, $E\frac{1}{2}NW\frac{1}{2}$ (All)
Sec. 19: Lots 1, 2, 3, 4, $E\frac{1}{2}$, $E\frac{1}{2}W\frac{1}{2}$ (All)
Secs. 20 and 21: All
Sec. 22: $W\frac{1}{2}$
Secs. 27, 28, 29: All
Sec. 30: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ (All)
Sec. 31: Lots 1, 2, 3, 4, $E\frac{1}{2}W\frac{1}{2}$, $E\frac{1}{2}$ (All)
Secs. 32, 33, 34: All

Situated in Eddy County, New Mexico, containing 38,653 acres, more or less.

(b) The unit area may be enlarged or contracted as provided in said Plan.

SECTION 5. That the unit operator shall file with the Commission an executed original or executed counterpart of the Huachuca Unit Agreement within 30 days after the effective date thereof.

SECTION 6. That any party owning rights in the unitized substances who does not commit such rights to said unit agreement before the effective date thereof may thereafter become a party

thereto by subscribing to such agreement or counterpart thereof, or by ratifying the same. The unit operator shall file with the Commission within 30 days an original of any such counterpart of ratification.

SECTION 7. That this order shall become effective upon approval of said unit agreement by the Commissioner of Public Lands of the State of New Mexico and the Director of the United States Geological survey, and shall terminate ipso facto upon the termination of said unit agreement. The last unit operator shall immediately notify the Commissioner in writing of such termination.

DONE at Santa Fe, New Mexico, on the day and year hereinabove designated.

STATE OF NEW MEXICO
OIL CONSERVATION COMMISSION



E. J. Neel

Chairman

E. L. ...

Member

William B. ...

Secretary

SEAL