EXHIBIT B HOPE AREA UNIT AGREEMENT

Schedule showing percentage and kind of ownership of oil and gas interests in the unit area to which the Agreement will become applicable by signature of the owner(s) of such interests, respectively.

Federal Lands

		redera.	r morring	
Las Cruces Serial No.	Lessee	T. 18 S.	, R. 23 E., N.M.P.M.	Overriding Royalty
06285¥	wm. s. My Whorter	Sec. 13:	$W_{\overline{2}}^{1} NE_{\overline{4}}^{1}$, $SE_{\overline{4}}^{1} NW_{\overline{4}}^{1}$	(Elmer E. Elliottand
062226	Southern Union Production Company	Sec. 13: Sec. 14: Sec. 15: Sec. 24: Sec. 25:	W <mark>i</mark> Se i All	(Annie L. Elliott] (L. E. Elliott and 2 (Edna M. Elliott (
062770	Mary E. Orton	Sec. 15: Sec. 23: Sec. 26: Sec. 35:	All	
062230	Gertrude L. Parcell	Sec. 22: Sec. 27: Sec. 34:	•	
064991	Frank O. Elliott	Sec. 27։ Sec. 34։	S <u>‡</u> N <u>₹</u>	
		T. 19 S.,	R. 23 E., N.M.P.M.	
062341	L. E. Elliott (and see T. 18 S., R. 24 E.)	Sec. 1: Sec. 2: Sec. 3:		(Joe M. Simmons and (wife, Eloise (Simmons 1
062206	Ora R. Hall, Jr.	Sec. 1:	$N_{\overline{2}}^{1}; E_{\overline{2}}^{1} SE_{4}^{1} (400.22)$	
		T. 18 S.,	R. 24 E., N.M.P.M.	
062341	L. E. Elliott (and see T. 19 S., R. 23 E.)	Sec. 18: Sec. 20:		(Joe M. Simmons and (wife, Eloise (Simmons 1
062340	L. E. Eliott (and see T. 19 S., R. 24 E.)	Sec. 20:	W½ E½	(Joe M. Simmons and (wife, Eloise (Simmons 1
062206	Ora R. Hall, Jr.	Sec. 29: Sec. 30:	$SW_{\frac{1}{4}}^{\frac{1}{4}}$ (160.35 ac.) $SW_{\frac{1}{4}}^{\frac{1}{4}}$ All (641.60 ac.) All (645.08 ac.) $W_{\frac{1}{2}}^{\frac{1}{4}}$; $SE_{\frac{1}{4}}^{\frac{1}{4}}$	
062852	A. J. Barmes	Sec. 17:	N½ SW¼	
062708' 6	Francis Nix	Sec. 20:	$NE^{\frac{1}{4}}$ $SW^{\frac{1}{4}}$	

Las Cruces
Serial No.

Lessee

T. 19 S., R. 24 E., N.M.P.M.

Overriding Royalty

C62340

L. E. Elliott
(and see T. 18 S., Sec. 5: All (641.88 ac.) (wife, Eloise
R. 24 E.)

Sec. 6: All (645.84 ac.) (Simmons 1%

NOTE: All tracts are regular in area unless otherwise shown.

State Lease	Lessee	T. 18 S.,	R. 23 E., N.M.P.M.	Overriding Royalty	<u>r</u> _
B-7936 B-9280	So.Union Prod. Co. Helen M. Brewer	Sec. 36: Sec. 36:	NW NW NW NE NW NE NW	G. C. Parker Geo. R. Hollington	5% 3%
B-8694 E-743	Barnsdall Oil Co.	Sec. 36: Sec. 36:	nwë neë neë neë		
B-9058 B-11325	Tulsa Oil & Mineral Co.	Sec. 36:	SW÷ NW÷		
B-9245	Richfield Oil Corp. De Kalb Agricultural Association, Inc.	Sec. 36: Sec. 36:	SWI NEI		
B-10335	Abel Johnson	Sec. 36:	SEL NEL	. .	
B-8126 B-8832	So.Union Prod. Co. Belle Morse Sutton	Sec. 36: Sec. 36:	nwë swë neë swë	Fay Ferris	3%
B-9426	So. Union Prod. Co.	Sec. 36:		Katharine R.Holmes	3%
B-8832	Belle Morse Sutton	Sec. 36:	$NE_{\frac{1}{4}}^{1} SE_{\frac{1}{4}}^{1}$		
B-10102	Intercoast Pet.Corp.	Sec. 36:	$S_{\overline{2}}^{1} SW_{\overline{4}}^{1}; SW_{\overline{4}}^{1} SE_{\overline{4}}^{1}$		
		T. 18 S.,	R. 24 E., N.M.P.M.		
B-9667	T. A. Thorsen	Sec. 17:	$N_{\frac{1}{2}}^{\frac{1}{2}}NW_{\frac{1}{4}}^{\frac{1}{4}}$	Victor Bryan	
B-8728 B-8903	So.Union Prod. Co.	Sec. 17: Sec. 17:	nwi nei; swi nwi nei nei	Anna F / Light George P. Holman	3% 3%
D-0903	tr	Sec. 17:	NE_{L}^{T} SE_{L}^{T}	Alice E. West	3%
B-1245	11	Sec. 17:	SE <u>I</u> NW <u>I</u>		٠,
B-11643	Richfield Oil Corp.	Sec. 17:	SWI NEI		
B-8903	Su. UNION Prod. Co. /Alice C. Spenton	Sec. 19: Sec. 17:	ne <u>l</u> ne <u>l</u> se <u>l</u> ne <u>l</u>	Alice G. Spanton	3%
B-9280	De Kalb Agr. Ass'n.	Sec. 17:	nw <u>i</u> se <u>i</u>		
B-11109	So. Union Prod. Co.	Sec. 17:	SW# SW#	Charles L.Butter- field	5%
E-571	11	Sec. 17:	$SE_{i}^{1} SW_{i}^{1}$ $NU^{1} NU^{1} (30.76.55)$		
	ff .	Sec. 18: Sec. 18:	NW: NW: (39.76 ac.) SW: SW: (39.88 ac.)		
	н	Sec. 19:	SE SE		
	H 	Sec. 20:	NEŁ SEŁ		
	11 11	Sec. 32: Sec. 32:	në nwë në së:		
B-7656	Vida M. Heelan	Sec. 17:	$S_{\frac{1}{2}}^{1}$ $SE_{\frac{1}{4}}^{1}$		
B-8630	So.Union Prod. Co.	Sec. 18:	nēt nwt	Charles Dailey	5%
B-11325	Richfield Oil Corp.	Sec. 18:	NW NE NE		
	11	Sec. 29: Sec. 29:	Set nwt Swt set		
B-10672	William Mueller	Sec. 18:	NET NET		
B-10327	David L. Stewart	Sec. 18:	SW! NW! (39.80 ac.)		
E-124 5	So.Union Prod. Co.	Sec. 18:	SE l NW l SE l SW l		
	n .	Sec. 18:	SWI SEI		
	H	Sec. 20:	$SE_{4}^{1} NE_{4}^{1}; NW_{4}^{1} SW_{4}^{1}$		
B-11116	**	Sec. 18:	$S_{\frac{1}{2}}^{\frac{1}{2}} NE_{\frac{1}{4}}^{\frac{1}{4}}$	Lilla Bond Markel	3%
B-9798	Down J "Mare	Sec. 18: Sec. 18:	₽ ¥ '='	Roy G. Barton	3%
B-8903 B-7650	Dora I . May So.Union Prod. Co.	Sec. 18.		Dora I. May Guy A. Gowen	3% 3%
B-8755	11	Sec. 19:	$NW_{\frac{1}{4}}^{\frac{1}{4}}NW_{\frac{1}{4}}^{\frac{1}{4}}$ (39.94 ac.)	Benj. D. Luchini	3%
B-10064	f1 **	Sec. 19:	NE NW NW	70.7 7 A.W A.	
B-9845	11 11	Sec. 19:	NWT NET	Edward O'Neil Harry W. Crouch	3% 5%
B-11106 B-10899	Rose F. Wilson	Sec. 19: Sec. 19:	$SW_{\frac{1}{4}}^{\frac{1}{4}} NW_{\frac{1}{4}}^{\frac{1}{4}} (40.03 \text{ ac.})$	narry w. orougn	5%
E-1390	So.Union Prod. Co.	Sec. 19:	SW# NE#		
B-7623	H	Sec. 19:	SE ¹ NE ¹	Keith E. Crouse and L. E. Manseau	3%
B-10255	Ħ	Sec. 19:	nw _t se _t	Wm. C. Acton	5%

State					
Lease	Lessee	T. 18 S., R.	24 E., N.M.P.M.	Overriding Royalty	<u>-</u>
B-10255	Richfield Oil Corp.	Sec. 19: NE	SE ¹		
B-10946	n		SEI		
B-8828	L. L. Heinen		NE <mark>l</mark>		
	Richfield Oil Corp.		[SW <u>π</u>		
B-9667	So.Union Prod. Co.		SW I	(Wm, C. Uphoff and	
_ >1			•	(Louis C. Williams	5%
B-9667	Mrs. E. B. Winkler	Sec. 20: SE	SE1	•	
B-9663	K. W. Hewitt and		NW <u>I</u>		
, , ,	Sam Emerson		, 4		
B-10190	Richfield Oil Corp.	Sec. 29: NE	- NW 1		AdeN
B-10666	So.Union Prod. Co.		$NE^{\frac{1}{4}}$	Len R. Ogden and Jennie	34 5%
B-9845	"	Sec. 29: NE	NE <u>1</u>	Margaret K. Also- brook et al	3%
B-9878	H	Sec. 29: SWi	NW1	Elvira Ude	3%
B-9667	tt .		NE.	Mabel C. Kenney	5%
B-9545	Ħ	Sec. 29: NW	, ,	Abel Johnson and Ziegner Swanson	3%
		Sec. 29: NE		,	
B-9093	So.Union Prod. Co.		SE ¹	Howard M. Wade	5%
B-11013	Richfield Oil Corp.	Sec. 32: NW			71
E- 647	So.Union Prod. Co.	Sec. 32: NE			
E-109 45	n	Sec. 32: SW		Harold S. Brown	3%
B-9413	n	Sec. 32: SE	NW I		
B-8328	r,	Sec. 32: SW	NE_{1}^{\perp}	Lucy A. Morris	3%
B-9884	п	Sec. 32: SE		C. M. Johnson	3%
B-8230	**			leorge P. Gibson	3%
B-9981	17		SW I		
B -10 499	Frank J. Wissink	Sec. 32: NW	SE ¹		

NOTE: All tracts are regular in area unless otherwise shown.

Fee Lands

	ree Lands	
Lessee	T. 18 S., R. 23 E., N.M.P.M.	Mineral and Royalty Owners
Richfield Oil Corp.	Sec. 13: $N_{\frac{1}{2}}^{\frac{1}{2}}$ $NW_{\frac{1}{4}}^{\frac{1}{4}}$; $SW_{\frac{1}{4}}^{\frac{1}{4}}$ $NW_{\frac{1}{4}}^{\frac{1}{4}}$	(Fred Gray (G. E. Self
Richfield Oil Corp.	Sec. 14: $NE_{\frac{1}{4}}^{\frac{1}{4}}$ Sec. 14: $E_{\frac{1}{2}}^{\frac{1}{2}} SW_{\frac{1}{4}}^{\frac{1}{4}}$ Sec. 14: $NW_{\frac{1}{4}}^{\frac{1}{4}} SE_{\frac{1}{4}}^{\frac{1}{4}}$ Sec. 14: $SW_{\frac{1}{4}}^{\frac{1}{4}} SE_{\frac{1}{4}}^{\frac{1}{4}}$	W. M. Coats S. P. Johnson, Jr. S. P. Johnson, Jr. J. S. Covert and wife, Ruth K. Covert
Richfield Oil Corp.	Sec. 14: $N_{\frac{1}{2}}^{\frac{1}{2}} NW_{\frac{1}{4}}^{\frac{1}{4}}$ Sec. 14: $SE_{\frac{1}{4}}^{\frac{1}{4}} NW_{\frac{1}{4}}^{\frac{1}{4}}$	G. E. Self G. E. Self
Martin Yates, III	Sec. 14: $SW_{\frac{1}{4}}^{\frac{1}{4}} NW_{\frac{1}{4}}^{\frac{1}{4}}$	F. B. Chambers
Richfield Oil Corp.	Sec. 14: $W_{\frac{1}{2}}^{\frac{1}{2}} SW_{\frac{1}{4}}^{\frac{1}{4}}$ Sec. 15: $E_{\frac{1}{2}}^{\frac{1}{2}} SE_{\frac{1}{4}}^{\frac{1}{4}}$	(Catherine Williams (Robert E. Williams (Elizabeth Ann Williams (M. W. Coll (Catherine Williams, (guardian of Estates of (John Finlay Williams (and Barbara Jane (Williams
Richfield Oil Corp.	Sec. 15: NE ¹ / ₄ ; NW ¹ / ₄ NW ¹ / ₄	(Viera Collier (Catherine Williams (M. W. Coll (Bruce K. Matlock (Marshall & Winston (Elizabeth Ann Williams (Robert E. Williams (Catherine Williams, (guardian of Estates of (John Finlay Williams (and Barbara Jane (Williams
Richfield Oil Corp.	Sec. 15: $E_{\frac{1}{2}}^{\frac{1}{2}} NW_{\frac{1}{4}}^{\frac{1}{2}}$ Sec. 15: $NE_{\frac{1}{4}}^{\frac{1}{2}} SW_{\frac{1}{4}}^{\frac{1}{2}}$	W. M. Coates W. M. Coates
	T. 18 S., R. 24 E., N.M.P.M.	
Richfield Oil Corp.	Sec. 32: $S_{\frac{1}{2}}^{\frac{1}{2}}$ $S_{\frac{1}{2}}^{\frac{1}{2}}$	(Viera Collier (Catherine Williams (Robert E. Williams (Elizabeth Ann Williams (Catherine Williams, (guardian of Estates of (John Finlay Williams (and Barbara Jane (Williams (M.W. Coll (Broce k. Matlock

Lessee

T. 19 S., R. 23 E., N.M.P.M.

Mineral and Royalty Owners

Richfield Oil Corp.

Sec. 2: $NE_{\frac{1}{4}}^{1}$ (160.16 ac.)

(Viera Collier (Catherine Williams (M. W. Coll (Bruce K. Matlock (Elizabeth Ann Williams (Robert E. Williams (Catherine Williams, (guardian of Estates of (John Finlay Williams (and Barbara Jane (Williams

NOTE: All tracts are regular in area unless otherwise shown.

CERTIFICATE OF APPROVAL AND CONSENT

OF THE STATE OF NEW MEXICO

The undersigned, having this day examined an agreement providing for the cooperative or unit development and operation of a prospective oil or gas pool, field or area, and for certain related matters, which agreement is entitled "Unit Agreement for the Development and Operation of the Hope Unit Area, Eddy County, State of New Mexico," entered into between SOUTHERN UNION PRODUCTION COMPANY, a Delaware corporation, as Unit Operator, and likewise subscribed by numerous Working Interest Owners and other interested parties, to which agreement this certificate is attached; and

WHEREAS, upon examination thereof the Commissioner finds:

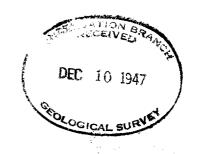
- (a) that such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy;
- (b) that under the operations proposed the State will receive its fair share of the recoverable oil or gas in place under its lands in the area affected;
- (c) that the agreement is in other respects for the best interests of the State;
- (d) that the agreement provides for the unit operation and development of the area, for the allocation
 of production and the sharing of proceeds from the area
 and lands covered by said agreement on an acreage basis,
 as specified in said agreement, regardless of the particular tract from which production is obtained or
 proceeds are derived, and for other proper matters;

NOW, THEREFORE, by virtue of the authority conferred upon me by Chapter 88 of the Laws of the State of New Mexico, 1943, approved April 14, 1943, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said agreement

ment and operation of such lands thereunder, subject to all the provisions of the aforesaid Chapter 88 of the Laws of the State of New Mexico, 1943. Upon effectiveness of such agreement each of the oil and gas leases on state lands within the unit area included in such agreement and committed thereto by the lessee(s), is hereby amended so that the terms of such lease will conform to the provisions of such agreement.

Executed this 16 day of July , 1947.

Commissioner of Public Lands of the State of New Mexico



141

SOUTHERS UNION PRODUCTION NAMPARY

CHATIFIED COPY OF RESIDENCE

The undersigned officer of Southern Union Production Company, a Delaware corporation, hereby certifies that the following is a true and complete copy of a resolution duly adopted by the Board of Directors of said corporation at its special meeting held on October 14, 1947, at which meeting a quorum of the directors was present and voting throughout:

BY IT RESOLVED that proper officers of this corporation, its President or any Vice President, be and each is hereby authorized in its name and behalf to execute and deliver with other interested parties the Hope Area Unit Agreement in form heretofore considered with such changes and additions as shall be deemed necessary or appropriate by the officer executing same.

HE IT FURTHER RESOLVED that such officers be and each is hereby also authorized in the name and on behalf of this corporation to execute and deliver with other censers of oil and gas vorking interests in the Hope Unit Area a form of Unit Accounting Agreement (or operating contract), naming this corporation as Unit Operator, containing terms and provisions usual to such instruments with such additions and modifications as the officer executing same shall approve.'

AT IT FUNTEER RESOLVED that in due course and without unnecessary delay the Unit Agreement and the Accounting Agreement shall be submitted for final approval to the Department of the Interior to the end that unitisation shall be complete under federal rules and regulations.

The undersigned further certifies that the foregoing resolution has been at all times since and now is in full force and effect, not having been heretofore resoluted or modified in any manner.

IN WITHERS WHEREOF, this Pertificate is executed at Dallas, Texas, on this the 2 day of Movember, 1947, under the corporate seal of said Southern Union Production Company.

Assistant Secretar

(coal) ILLEGIBLE

METORS THE OIL COMMENTATION COMMISSION OF THE STATE OF NEW MEXICO

All the said of th

IN THE MATTER OF THE HEARING CALLED BY THE OIL COMMENVATION CONGISSION OF THE STATE OF MEN MEXICO FOR THE PURPOSE OF COMSTRUCTION:

CASE NO. 108

ORING NO. 737

THE APPLICATION OF THE SOUTHERN UNION PRODUCTION COMPANY, PRTITIONER, FOR AN ORDER OF APPROVAL OF PROPOSED HOPE AREA UNIT ACRESSMENT, THE UNIT AREA OF WHICH EMPRACES 17,134 ACRES, NOWE OR LESS, IN TOWNSHIPS 18 and 19 SOUTH, RANGES 23 AND 24 RAST, IN KIDT COUNTY, NEW MEXICO.

ORDER OF THE COMMISSION

MY THE COMMISSION:

This cause came on for hearing at 10:00 o'clock A. M., November 25, 1947, at Santa Pe, New Mexico, before the Oil Conservation Commission of New Mexico, hereinafter referred to as the "Commission."

NOW, on this the 26th day of November, 1947, the Commission having before it for consideration the testimony and other evidence adduced at the hearing of said case and the application of petitioner and being fully advised in the premises:

FIRSE that the proposed unit plan will in principle tend to promote the conservation of oil and gas and the prevention of waste, and that such plan is fair to the royalty owners and other interest owners;

IT IS THEREFORE CRIMERED:

That the order herein shall be known as the:

"HOPE UNIT AGRICUMENT CRIME"

- SECTION 1. (a). That the project herein shall be known as the Hope Unit Agreement and shall hereinafter be referred to as the Project.
- (b) That the plan by which the Project shall be operated shall be embraced in the form of unit agreement for the development and operation of the Hope Unit Area referred to in the petitioner's application and as finally submitted to the Commission in definitive revised form as a part of the testimony adduced at said hearing of Hovember 25, 1947; and such plan shall be known as the Hope Unit Agreement Plan.
- SECTION 2. That the Hope Agreement Plan shall be and is hereby approved in principle as a proper conservation measure; provided, however, that notwithstending any of the provisions contained in said Unit Agreement, this approval of said agreement shall not be considered as waiving



or relinquishing in any manner any rights, duties or obligations which are now or may hereafter be vested in the New Mexico Oil Conservation Commission by law relative to the supervision and control of operations for exploration and development of any lands committed to said Hope Unit Agreement or relative to the production of oil and gas therefrom.

SECTION 3. (a). That the Unit Area shall be:

HEN MEXICO PRINCIPAL MERIDIAN, HEV MEXICO, (RAdy County)

T. 18 S., R. 23 B.

Sections 13, 14, 15, 22, 23, 24, 25, 26, 27, 34, 35 and 36;

All

T. 18 S., R. 24 E.

Sections 17, 18, 19, 20, 29, 30, 31 and 32:

Section 33:

All So and MV:

T. 19 S., R. 23 E. Bections 1, 2 and 3:

All

T. 19 S., R. 24 R. Bections 4, 5 and 6:

M

Total unit area 17,134 acres, more or less.

(b). That the Unit area may be enlarged or diminished as provided in said plan.

SECTION 4. That the unit operator shall file with the Commission an executed original, or executed counterparts thereof, of the Nope Unit Agreement not later than 30 days after the effective date thereof.

SECTION 5. That any party owning rights in the unitised 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 a counterpart thereof in the manner and with the effect therein expressly provided. The unit operator shall file with the Commission within 30 days thereafter an original of any such counterpart.

SECTION 6. That the order herein shall become effective as of the first day of the calendar month next following the approval of said Unit Agreement by the Commissioner of Public Lands and the Secretary of the Interior of the United States, and it shall terminate ipso facto upon the termination of said Unit Agreement. The last unit operator shall immediately notify the Commission in writing of any such termination.

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

OIL COMSERVATION CONCISSION

Mari

COMMENTAL COMMENSAGE

CHATRMAN

(Seal)



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		S., R 23	E., N.M.P.M.
Location	C. SWI, SWI		· · · · · · · · · · · · · · · · · · ·
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6 525	4. comtific Al- 4 Al1	have plot was species ? !	luom Civilia
of actua	al surveys made by m	bove plat was prepared the or under my supervision the best of my knowle	on and that the
same a	te true and correct t	l l	edge and pener
		211	*
Seal:		Registered Profes	
Artesia	, New Mexico	Engineer and Land	Surveyor.