

GAS POOLING AGREEMENT

R. R. BELL (NCT-G) EUMONT GAS UNIT NO. 1

THIS AGREEMENT made and entered into this 11th day of July, 1956, by and between GULF OIL CORPORATION, hereinafter called "Gulf" or "Operator", and AMERADA PETROLEUM CORPORATION, and SUPERIOR OIL COMPANY, hereinafter called "Amerada" and "Superior" or "non-operators".

WITNESSETH, that

WHEREAS, Gulf is the owner and holder of State of New Mexico Oil and Gas Lease No. B-230 dated September 10, 1931, from the State of New Mexico as Lessor, to Gypsy Oil Company, as Lessee, covering the S/2 of the SE/4, Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, among other lands; and

WHEREAS, Amerada is the owner and holder of State of New Mexico Oil and Gas Lease No. B-1385, dated December 2, 1932, from the State of New Mexico, as Lessor, to C. W. Perryman, as Lessee, covering NW/4 of the SE/4, Section 13, Township 20-S, Range 36-East, N.M.P.M., Lea County, New Mexico, among other lands; and

WHEREAS, ^{THE} Superior Oil Company is the owner and holder of State of New Mexico Oil and Gas Lease No. A-1375, dated December 5, 1928, from the State of New Mexico as Lessor, to Walter J. Wallace, Trustee, et al, covering the NE/4 of the SE/4 of Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, among other lands; and

WHEREAS, it is the desire of Gulf and Amerada and Superior that this Agreement cover the SE/4, Section 13, Township 20-South, Range 36-East, N.M.P.M., Lea County, New Mexico, as to dry gas and associated liquid hydrocarbons produced from a gas well, as defined by the New Mexico Oil Conservation Commission, within the vertical limits of the Eumont Gas Pool, as defined in said Commission's Order No. R-520, said area being hereinafter referred to as the "Pooled Proration Unit", and which shall be known as the R. R. Bell (NCT-G) Eumont Gas Unit No. 1, and

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

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

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