

8. There shall be no obligation of the operator as such or as the owner of the leases committed to this agreement to effect any dry gas well or wells completed in the same formations as covered by this agreement on separate component tracts into which the committed area is now or may hereafter be divided, nor shall Operator as such or as the owner of said leases be required to measure separately committed substances by reason of the several leases committed to this agreement, but nothing herein contained shall modify the obligations of the owner of said leases to protect the committed area from drainage of committed substances by well or wells which may be drilled affecting said area.

9. The commencement, completion, continued operation or production of a well or wells for committed substances on the committed area shall be construed and considered as the commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and comprising the committed area, and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto.

10. Production of committed substances and disposal thereof shall be in conformity with allocation, allotments and quotas made or fixed by any duly authorized person or regulatory body under applicable state statutes. This agreement shall be subject to all applicable laws, orders, rules and regulations, and no party hereto shall suffer a forfeiture or be liable in damages for failure to comply with any of the provisions of this agreement if such compliance is prevented by, or if such failure results from, compliance with any such laws, orders, rules or regulations.

11. This agreement shall be effective as of the date hereof upon execution by all of the necessary parties hereto and shall remain in full force and effect for a period of two years and so long thereafter as committed substances are capable of being produced from the committed area.

12. The covenants hereof shall be considered as covenants

Finding with the assistance of the respective national interests
 countries which will submit to the laws, personal appearance
 laws, documents and evidence of the parties involved.

of Humble Oil & Refining Company, a Texas corporation, on behalf
of said corporation

LILLA ELLINGTON

Notary Public

My Commission Expires:

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, TEXAS

My Commission Expires June 1, 1957

STATE OF TEXAS

COUNTY OF _____

ss

The foregoing instrument was acknowledged before me this
_____ day of October, 1955, by C. C. Pollard.

Notary Public

My Commission Expires:

STATE OF _____

COUNTY OF _____

ss

The foregoing instrument was acknowledged before me this
_____ day of October, 1955, by _____, President
of Peerless Oil and Gas Company, a _____ corporation, on behalf
of said corporation.

Notary Public

My Commission Expires:

STATE OF INDIANA

COUNTY OF Marietta

ss

The foregoing instrument was acknowledged before me this
day of March, 1956, by Robert Leroy Craig, Robert Leroy Craig, Jr.
and David Frederick Craig.

Notary Public

My Commission Expires:

Sept 22, 1956

SCHEDULE SHOWING DESCRIPTION OF LEASES
SUBJECT TO COMMUNITIZATION AGREEMENT
COVERING S $\frac{1}{2}$ SECTION 29, T. 21 S., R. 36 E., N.M.P.M.,
LEA COUNTY, NEW MEXICO

EXHIBIT

1. Oil and Gas Lease bearing No. R-8151 made and entered into on May 18, 1954 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, as Lessor, and the Humble Oil & Refining Company as Lessee, covering S $\frac{1}{2}$ Section 29, T. 21 S., R. 36 E., N.M.P.M., containing 40 acres, more or less. Lease Ownership - Humble Oil & Refining Company
Overriding Royalty - None.

2. Oil and Gas Lease bearing No. B-1651 made and entered into on January 23, 1933 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, as Lessor, and the Plains Oil Company as Lessee, covering NW $\frac{1}{4}$ Section 29, T. 21 S., R. 36 E., N.M.P.M., containing 40 acres, more or less. Lease Ownership - C. C. Pollard. Subject to operating agreement in favor of Humble Oil & Refining Company covering all gas, including casinghead gas when may be produced, saved and marketed from any formations down to a depth of 4,090 feet below the surface, and providing for the payment to C. C. Pollard and wife, Grace Pollard, of an overriding royalty equal to 1/8 of 7/8 of the market value at the wells as produced of all of the gas, including casinghead gas, when may be produced, saved and marketed from said land or allocated thereto by reason of said 40-acre legal subdivision being a part of a gas production unit approved by the New Mexico Oil Conservation Commission.
Overriding Royalty - Peerless Oil and Gas Company - Equal to 1/8 of 7/8 of all of the oil and gas when may be produced, saved and marketed from said land under the terms of said lease.

3. Oil and Gas Lease bearing No. B-2670 made and entered into on April 25, 1934 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, as Lessor, and the

Estate of Frederick W. Craig, deceased, and Alsie Craig, as Lessee, covering NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29, T. 21 S., R. 36 E., N.M.P.M., containing 40 acres, more or less.

Lease Ownership - Humble Oil & Refining Company.

Overriding Royalty - $\frac{1}{24}$ of all oil and gas produced, saved and marketed from the leased premises. Owned by Robert Leroy Craig, Robert Leroy Craig, Jr. and David Frederick Craig.

4. Oil and Gas Lease bearing No. B-935 made and entered into on June 6, 1932 by and between the State of New Mexico, acting by and through its Commissioner of Public Lands, as Lessor, and the Humble Oil & Refining Company as Lessee, covering E $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 29, T. 21 S., R. 36 E., N.M.P.M., containing 200 acres, more or less.

Lease Ownership - Humble Oil & Refining Company.

Overriding Royalty - None.

CERTIFICATE OF APPROVAL BY
COMMISSIONER OF PUBLIC LANDS
OF THE STATE OF NEW MEXICO
OF COMMUNITIZATION AGREEMENT COVERING
S½ SECTION 29, T. 21 S., R. 36 E., N.M.P.M.,
LEA COUNTY, NEW MEXICO

That I, E. S. Walker, Commissioner of Public Lands of the

State of New Mexico, certify that the foregoing Communitization

Agreement was filed in my office on the _____ day of _____,

1956, and I have carefully considered the same and find (a) that said agreement is necessary in order to form a drilling, spacing or proration unit or portion thereof under the rules and regulations of the New Mexico Oil Conservation Commission; (b) That under the operations proposed, the State will receive its fair share of the recoverable oil or gas in place under its land in the area affected; (c) That the agreement is in other respects for the best interest of the State.

NOW THEREFORE, by virtue of the authority conferred upon me by

the Laws of the State of New Mexico, I, the undersigned Commissioner

of Public Lands of the State of New Mexico, do hereby consent to and

approve the above referred to Communitization Agreement and the oil

and gas leases embracing lands of the State of New Mexico committed

to said agreement shall be and the same are hereby amended so that

the provisions thereof will conform to the provisions of said

Communitization Agreement and so that the terms of said leases will

conform with the provisions of said agreement.

IN WITNESS WHEREOF, this certificate of approval is executed as

of this the _____ day of _____, 1956.

Commissioner of Public Lands of the
State of New Mexico

CERTIFICATE OF APPROVAL

BY COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO


HUMBLE'S EUMONT GAS UNIT NO. 2 WELL NO. 1 COMMUNITIZATION

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated November 8, 1955, which has been executed or is to be executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 7-11-39, 7-11-40, 7-11-41, 7-11-47, 7-11-48, New Mexico Statutes Annotated 1953 Compilation, I, the undersigned, Commissioner of Public Lands of the State of New Mexico, for the purpose of more properly conserving the oil and gas resources of the State, do hereby consent to and approve the said Agreement, and any leases embracing lands of the State of New Mexico within the area shall be and the same are hereby amended to conform with the terms thereof, and shall remain in full force and effect according to the terms and conditions of said Agreement. This approval is subject to all of the provisions of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 24th day of September 1956.



Commissioner of Public Lands
of the State of New Mexico