

GAS POOLING AGREEMENT

AMANDA BLINEBRY GAS UNIT NO. 1

AMANDA TUBB GAS UNIT NO. 1

THIS AGREEMENT, made and entered into this 6th day of July, 1956, by and between GULF OIL CORPORATION, hereinafter called "Gulf" or "Operator", and WESTERN OIL FIELDS, INC., hereinafter called "Western" or "Non-operator", and other parties who execute or ratify this instrument, hereinafter called "Subscribers",

WITNESSETH, that

WHEREAS, Gulf is the owner and holder of an oil and gas lease dated April 3, 1944, from Amanda E. Sims and her husband, George W. Sims, lessors, to Gulf Oil Corporation, lessee, covering, among other lands, the S $\frac{1}{2}$ SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and

WHEREAS, Western is the owner and holder of an oil and gas lease dated March 11, 1950, from A. M. Drinkard, et al, lessors, to Western Oil Fields, Inc., lessee, covering, among other lands, the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, and

WHEREAS, it is the desire of the parties hereto that this agreement cover the SE $\frac{1}{4}$ of Section 25, Township 22 South, Range 37 East, N.M.P.M., Lea County, New Mexico, as to gas produced from gas wells as defined by the New Mexico Oil Conservation Commission, within the vertical limits of the Blinebry and Tubb Gas Pools, as defined by the Commission, and that said areas shall be hereinafter referred to as the "Pooled Proration Units" which shall be known as Amanda Blinebry Gas Unit No. 1 and Amanda Tubb Gas Unit No. 1, respectively, and

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

WHEREAS, it is the desire of the parties hereto to operate each of the pooled proration units 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 each of the pooled proration units shall be developed and operated by the Operator, 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 each of the pooled proration units shall be allocated among the present or future owners

of leasehold or royalty interest in the proportion that the acreage interest of each bears to the entire acreage interest committed hereto. There shall be no obligation on Operator, or its successors or assigns, to offset any gas well or wells on separate component tracts into which either of such pooled proration units is now or may hereafter be divided; nor shall Operator, its successors or assigns, be required to separately measure said dry gas or associated liquid hydrocarbons by reason of the diverse ownership of such production in and under either of said units, but the lessee shall not be released from the obligation to protect each of said units from drainage by any gas well or wells which may be drilled offsetting it. Payment of rentals under the terms of the leases hereinabove mentioned and described shall not be affected by this agreement except as may be herein otherwise provided.

It is further agreed that the commencement, completion, continued operation or production of a well or wells for dry gas and associated liquid hydrocarbons on either of the pooled proration units shall be construed and considered as the commencement, completion, continued operation or production from each and all of the lands within and comprising said pooled proration unit, and operations or production pursuant to this agreement shall be deemed to be operations or production as to each lease committed hereto.

It is the intention of the parties hereto that this agreement shall include and affect only dry gas and associated liquid hydrocarbons, produced through a gas well or gas wells as defined by the New Mexico Oil Conservation Commission located on either of the pooled proration units and shall not include or affect in any manner whatsoever any of the production of hydrocarbons from any oil well located on the pooled tracts or any of the production of hydrocarbons from other than the Blinebry Gas Pool and Tubb Gas Pool as above defined.

It is further agreed that all production of dry gas and associated liquid hydrocarbons and disposal thereof shall be in conformity with allocations made or fixed by any duly authorized person or regulatory body under applicable Federal or State statute. The provisions of this agreement shall be subject to all applicable Federal and State laws or executive orders, rules and regulations which affect the performance of any of the provisions of this agreement, 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 law, order, rule or regulation.

This agreement shall be effective as to each unit as of the date upon which the unit allowable established by the New Mexico Oil Conservation Commission first becomes effective and shall remain in force and effect for a period of one (1) year and so long thereafter as dry gas, with or without associated liquid hydrocarbons, is produced from any part of either of said pooled proration units in paying quantities. It is further provided that after the expiration of said one-year period should the unit well or wells for either of said units be reclassified by the New Mexico Oil Conservation Commission, or should either of said units cease to produce gas in paying quantities from any cause this agreement shall not terminate if, within six (6) months after the date of such reclassification or cessation of

such production, Operator shall commence operations for the purpose of restoring gas production from the unit, in which event this agreement shall remain in full force and effect during the period such operations are being diligently prosecuted and so long thereafter as dry gas with or without associated liquid hydrocarbons, is produced from either of said units in paying quantities.

This agreement shall be binding upon the parties hereto and shall extend to and be binding upon their respective heirs, executors, administrators, personal representatives, successors and assigns, and may be executed in one or more counterparts and all counterparts so executed shall be taken as a single instrument or may be ratified or consented to by separate instrument, in writing, specifically referring hereto, and shall be binding upon all parties who have executed such a counterpart, ratification or consent hereto with the same force and effect as if all parties had signed the same document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Law	<i>CRW</i>
Comptr.	
Exp.	<i>R.P.B.</i>
Prod.	

GULF OIL CORPORATION

By H. M. Bayer, Vice President

ATTEST:

Assistant Secretary

WESTERN OIL FIELDS, INC.

By *W. M. Bartholt, Jr.*

SUBSCRIBERS:

A. M. Dimkard

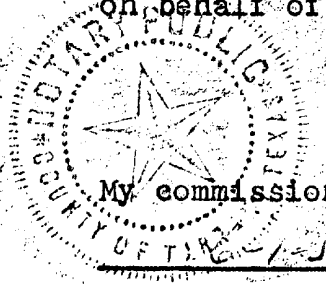
W. H. Finkbeiner

Armanda E. Linn

Geo W. Linn

STATE OF TEXAS)
COUNTY OF TARRANT) ss

The foregoing instrument was acknowledged before me
this 6th day of July, 1956 by H. M. Bayer, Vice-
President of GULF OIL CORPORATION, a Pennsylvania corporation,
on behalf of said corporation.

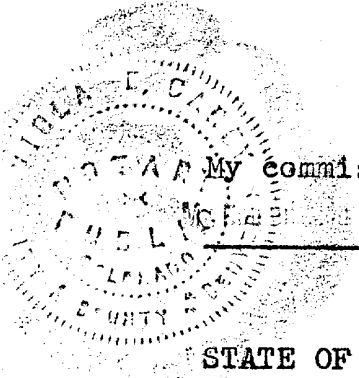


M. B. Chippeaux M. B. CHIPPEAUX
Notary Public

My commission expires:

STATE OF Colorado)
COUNTY OF Denver) ss

The foregoing instrument was acknowledged before me
this 6th day of November, 1956 by R. M. Cunniff
of WESTERN OIL FIELDS, INC., a Colorado
corporation, on behalf of said corporation.



W. B. Casey
Notary Public

My commission expires:

STATE OF New Mexico)
COUNTY OF Lea) ss

The foregoing instrument was acknowledged before me
this 13th day of July, 1958, by A. M. Drinkard, a
and his wife,
single man, Vivian H. Drinkard, a single man,
Amanda E. Sims & George W. Sims, her husband,

Harold Robert Sims
Notary Public

My commission expires:

