8/512 (1/4 of 1/2 of 1/8 of 8/8) of all gas produced from the consolidated unit.

This assignment shall automatically terminate and the gas rights conveyed herein shall revert to Magnolia Petroleum Company thirty (30) days after the date on which the well located in the center of the NE¹ NW¹ of Section 25-23S-36E, Lea County, New Mexico, or any subsequent well located on a unit composed of the NW¹ of Section 25-23S-36E, Lea County, New Mexico, ceases to produce, above the depth of 4,000 feet, gas attributed to such unit and accounted for on a unit basis. However, if on such reversion date the above described leases remain in force and assignee, its successors and assigns, is then engaged in operations for drilling, mining or reworking any well in an effort to resume the production of gas, above 4,000 feet, for the benefit of said unit, then in that event this assignment shall remain in force so long as such operations are prosecuted (whether on the same or different wells) with no cessation of more than thirty (30) days, and if they result in gas production, so long thereafter as gas is produced on the unit basis. Nothing herein contained shall be construed to modify the provisions of the assigned leases.

This assignment is made without warranty of title, either expressed or implied.

IN WITNESS WHEREOF, MAGNOLIA PETROLEUM COMPANY has caused these presents to be executed by its duly authorized officers and its corporate seal to be affixed at Dallas, Texas, this the 27th day of January, 1955.

ATTEST:

APPROVED Logal Title R on t

MAGNOLIA PETROLEUM COMPANY