

UNIT AGREEMENT

FOR THE
DEVELOPMENT AND OPERATION
OF THE
RANGELY WEBER SAND
UNIT AREA

County of Rio Blanco
State of Colorado

No. 10258

State of Colorado)
County of Rio Blanco) ss:I hereby certify that the
Instrument was filed in theCounty office the 20th day of May, 1960,
at 1:46 o'clock P. M., and is duly

Recorded in Book 188 Page

Beatrice E. [Signature]
County Clerk and

TABLE OF CONTENTS

Index

Preamble

Agreement Proper

Tract Map — Exhibit "A"

Tract Data — Exhibit "B"

Certification — Determination

INDEX

Section	Preamble	Page
1.	Enabling Act and Regulations.....	1
2.	Unit Area	1
3.	Unitized Land and Unitized Substances.....	3
4.	Unit Operator	4
5.	Resignation or Removal of Unit Operator.....	4
6.	Successor Unit Operator	4
7.	Accounting Provisions and Unit Operating Agreement.....	4
8.	Rights and Obligations of Unit Operator.....	5
9.	Plan of Operation	5
10.	Participation and Allocation of Production.....	5
11.	Royalty Settlement	6
12.	Rental Settlement	6
13.	Conservation	6
14.	Drainage	7
15.	Leases and Contracts Conformed and Extended.....	7
16.	Covenants Run With Land	7
17.	Effective Date and Term.....	7
18.	Rate of Prospecting, Development, and Production.....	8
19.	Appearances	8
20.	Notices	8
21.	No Waiver of Certain Rights	8
22.	Unavoidable Delay	8
23.	Fair Employment	8
24.	Loss of Title.....	9
25.	Non-Joinder and Subsequent Joinder.....	9
26.	Execution	9
27.	Taxes	9

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE
RANGELY WEBER SAND UNIT AREA
COUNTY OF RIO BLANCO
STATE OF COLORADO

No. _____

THIS AGREEMENT, entered into as of the first day of March, 1957, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

WHEREAS, the parties hereto are the owners of working, royalty, or other oil and gas interests with respect to the Weber Sand subject to this agreement; and

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Secs. 181, et seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating under a cooperative or unit plan of development or operation of any oil or gas pool, field, or like area, or any part thereof, for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the parties hereto hold sufficient interests in the Rangely Weber Sand Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the Weber Sand subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the Unit Area defined below and agree severally among themselves as follows:

1. **ENABLING ACT AND REGULATIONS:** The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations, including operating and unit plan regulations, heretofore issued thereunder or valid pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. **UNIT AREA:** The following described land is hereby designated and recognized as constituting the Rangely Weber Sand Unit Area, hereinafter referred to as "Unit Area":

Township 1 North, Range 101 West, 6th P.M., Colorado	Acres
Section 6—Lots 1 and 10	26.27
Township 1 North, Range 102 West	
Section 1—Lots 1, 2, 3, 4, 6, 7, and 8	292.58
Beginning at the southeast corner of lot 8, which is true point of beginning; thence west 29.57 chains along the south boundary of lots 7 and 8 to the southwest corner of lot 7; thence south 6.56 chains along the line between lots 6 and 9 to the southeast corner of lot 6; thence east 29.57 chains to the east boundary of section 1; thence north 6.56 chains along the line between sections 1 and 6 to the point of beginning. Containing 19.39 acres more or less of lot 9 and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of section 1.	19.39

Beginning at the southwest corner of lot 6, which is true point of beginning; thence west 39.71 chains to southeast corner of lot 3 section 2; thence north 20 chains along the line between lots 3 and 8, section 2 to the southwest corner of lot 1 section 2; thence east 39.71 chains along the line between lots 1 and 8 section 2 and lots 3 and 5 of section 1 to the northeast corner of lot 5; thence south 20 chains along the line between lots 5 and 6 section 1 to the point of beginning. Containing 79.42 acres more or less of lot 5 section 1 and lot 8 section 2.	Acres 79.42
Section 2—Lots 1 through 7 inclusive Beginning at the southwest corner of lot 8, which is true point of beginning; thence N. 89° 29' W. 19.95 chains to the southeast corner of lot 7; thence north 19.92 chains along the line between lots 7, 14, and 15 to corner 5 of lot 6; thence east 19.95 chains along the line between lots 6, 12, and 14 to the southwest corner of lot 3; thence south 20.10 chains along the line between lots 8, 12, 14, and 15 to the point of beginning, containing 39.92 acres more or less of lots 12, 14, and 15 (formerly lot 9).	412.48 39.92
Section 3—Lots 1, 2, 3, 4, 5, 6, 8, and 9 Beginning at the southwest corner of lot 8, which is true point of beginning; thence N. 89° 17' W. 19.925 chains along the line between lots 7, 13, and 14; thence north 19.89 chains to corner 6 of lot 7; thence west 19.81 chains to the west boundary of lot 9 section 4; thence N. 0° 16' W. 19.90 chains along said west boundary to the northwest corner of lot 9 section 4; thence east 19.90 chains to corner 1 lot 7; thence south 20.30 chains along the line between lots 6 and 7 to corner 6 of lot 7; thence S. 89° 39' E. 19.75 chains along the line between lots 6 and 7 to corner 5 of lot 7; thence south 20 chains along the line between lots 7 and 8 to point of beginning, containing 79.69 acres more or less of lot 7 section 3 and lot 9 section 4.	437.30 79.69
Section 4—Lots 1, 2, 3, 4, 6, 7, N $\frac{1}{2}$ Lot 5, N $\frac{1}{2}$ Lot 8, N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$	346.29
Section 5—N $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$	200.00
Township 2 North, Range 101 West	
Section 31—Lots 3, 4, and 11 Beginning at the northwest corner of lot 11, which is true point of beginning; thence south 13.46 chains along the line between lots 2 and 11 to the northeast corner of lot 3; thence west 9.9 chains along the line between lots 2 and 3 to the northwest corner of lot 3; thence north 13.46 chains along the line between sections 31 and 36; thence east 9.9 chains to point of beginning, containing 13.33 acres more or less of lot 2.	146.11 13.33
Beginning at the southwest corner of lot 14, which is true point of beginning; thence north 20 chains along the line between lots 11, 12, and 14; thence east 20 chains; thence south 20 chains; thence west 20 chains along the line between sections 31 and 6 to the point of beginning, containing 40.00 acres, more or less, of lots 12 and 14.	40.00
Township 2 North, Range 102 West	
Section 15—SW $\frac{1}{4}$ SW $\frac{1}{4}$	40.00
Section 16—S $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$	220.00
Section 17—NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$	510.00
Section 18—Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (All)	632.84
Section 19—Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (All)	632.84
Section 20, 21—All	1,280.00
Section 22—S $\frac{1}{2}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$	480.00
Section 23—S $\frac{1}{2}$ SW $\frac{1}{4}$	80.00
Section 25—NW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$	400.00
Section 26, 27, 28, 29—All	2,560.00
Section 30—Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (All)	632.64
Section 31—Lots 1, 2, 3, 4, E $\frac{1}{2}$ W $\frac{1}{2}$, E $\frac{1}{2}$ (All)	632.40
Section 32, 33—All	1,280.00
Section 34—Lots 1, 2, 3, 4, 5, N $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ (All)	640.00
Section 35—Lots 1, 2, 3, 4, 5, 6, 7, 8, N $\frac{1}{2}$ (All)	639.50
Section 36—Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, N $\frac{1}{2}$ (All)	640.00

Township 2 North, Range 103 West	Acres
Section 9—SE $\frac{1}{4}$ SE $\frac{1}{4}$	40.00
Section 10—NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$	200.00
Section 11—S $\frac{1}{2}$ S $\frac{1}{2}$	160.00
Section 12—S $\frac{1}{2}$ S $\frac{1}{2}$	160.00
Section 13, 14—All	1,280.00
Section 15—N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	600.00
Section 16—E $\frac{1}{2}$ NE $\frac{1}{4}$	80.00
Section 22—NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	320.00
Section 23, 24, 25—All	1,920.00
Section 26—N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$	520.00
Section 35—NE $\frac{1}{4}$ NE $\frac{1}{4}$	40.00
Section 36—N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$	400.00
	<hr/> 19,153.00

Exhibit "A", attached hereto, is a map showing the Unit Area and the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B", attached hereto, is a schedule showing to the extent known to the Unit Operator the acreage, percentage, and kind of ownership of oil and gas interests in all land in the Unit Area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the Unit Area render such revision necessary, or when requested by the Oil and Gas Supervisor, hereinafter referred to as "Supervisor," and not less than six copies of the revised exhibits shall be filed with the Supervisor.

It is recognized that at some time or times in the future it might be desirable and beneficial to expand the Unit Area to include therein additional tracts of lands.

The Unit Area may, therefore, with the approval of the Director of the United States Geological Survey, hereinafter referred to as "Director," be expanded to include therein any additional tract or tracts whenever the Unit Operator, acting on behalf of the Working Interest Owners collectively, after being duly authorized by them as provided for in the Unit Operating Agreement, has negotiated an agreement or agreements with the owners of such tract or tracts committing such owners to this agreement and to the Unit Operating Agreement. Upon any such expansion, the participation percentages of all committed tracts shall be adjusted as provided in Section 10 hereof.

Any expansion of the Unit Area shall be effected in the following manner:

- Unit Operator, on its own motion, or on demand of the Director, shall prepare (after preliminary concurrence by the Director) a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reasons therefor, and the proposed effective date thereof, preferably the first day of a month subsequent to the date of notice.
- Said notice shall be delivered to the Supervisor, and copies thereof mailed to the last known address of each Working Interest Owner, Lessee and Lessor whose interests are affected, advising that thirty (30) days will be allowed for submission to the Unit Operator of any objections.
- Upon expiration of the 30-day period provided in the preceding item (b) hereof, Unit Operator shall file with the Supervisor evidence of mailing of the notice of expansion and a copy of any objections thereto which have been filed with the Unit Operator, together with an application in sufficient number for approval of such expansion and with appropriate joinders.
- After due consideration of all pertinent information, the expansion shall, upon approval by the Director, become effective as of the date prescribed in the notice thereof.

3. UNITIZED LAND AND UNITIZED SUBSTANCES: All oil and gas in the hereinabove described lands committed to this agreement, as to the Weber Sand Formation, are unitized under the terms of this agreement and herein are called "Unitized Substances", and said lands shall constitute lands referred to herein as "Unitized Land" or "Land Subject to this Agreement".

The Weber Sand shall be construed to mean that heretofore established underground reservoir in the Weber sandstone in the Rangely Field lying below the Park City Limestone and above the Morgan Formation containing a common accumulation of oil and gas, the top of which Weber Sand is found at a depth of minus 236 feet subsea in the California Emerald #1 Well located in the Northeast Quarter of Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 30, Township 2 North, Range 102 West, Rio Blanco County, Colorado.

4. UNIT OPERATOR: THE CALIFORNIA COMPANY is hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the development and production of Unitized Substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a working interest when such an interest is owned by it.

The term "Working Interest Owner," as used herein and in other contracts relating to the Unitized Land, shall mean the owner of such an interest committed hereto as may be obligated to bear or share either in cash or out of production (other than by permitting the use of Unitized Substances for development, production, pressure maintenance, or secondary recovery purposes) a portion of all costs and expenses of drilling, developing, producing, and operating the Unitized Land under this agreement and the Unit Operating Agreement.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR: Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six months after notice of intention to resign has been served by Unit Operator on all Working Interest Owners and the Director, and until all wells are placed in a satisfactory condition for suspension or abandonment, whichever is required by the Supervisor, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the Working Interest Owners determined in like manner as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the Director.

In all such instances of resignation or removal, until a successor Unit Operator is selected and approved, as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of Unit Operator and shall, not later than thirty days before such resignation or removal becomes effective, appoint a common agent to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all equipment, materials and appurtenances used in conducting the unit operations and owned by the Working Interest Owners to the new duly qualified successor Unit Operator or to the owners thereof if no such new Unit Operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenances needed for the preservation of any wells.

6. SUCCESSOR UNIT OPERATOR: Whenever the Unit Operator shall tender his or its resignation as Unit Operator, or shall be removed as hereinabove provided, the Working Interest Owners shall by affirmative vote of at least sixty-five percent (65%) of their voting interests, as provided for in the Unit Operating Agreement, select a successor Unit Operator; provided, however, that should any Working Interest Owner own a voting interest of more than thirty-five percent (35%), the vote of said party shall not serve to disapprove the selection of a new Unit Operator approved by ninety percent (90%) or more of the voting interests of the remaining Working Interest Owners. Such selection shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Director.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT: All costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the Working Interest Owners all in accordance with the agreement or agreements entered into by and between the Unit Operator and the Working Interest Owners, whether one or more, separately or collectively. Any agreement or agreements entered into between the Working Interest Owners and the Unit Operator, as provided in this section, whether one or more, are herein referred to as the "Unit Operating Agreement." Such Unit Operating Agreement shall also provide the manner in which the Working Interest Owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by Unit Operator and the Working Interest Owners;

however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this Unit Agreement, and in case of any inconsistency or conflict between the Unit Agreement and the Unit Operating Agreement, this Unit Agreement shall prevail. Three true copies of any Unit Operating Agreement executed pursuant to this section shall be filed with the Supervisor.

8. RIGHTS AND OBLIGATIONS OF UNIT OPERATOR: Except as otherwise specifically provided herein, the exclusive right, privilege, and duty, of exercising any and all rights of the parties hereto, including surface rights, which are necessary or convenient for prospecting for, producing, storing, allocating, and distributing the Unitized Substances are hereby granted and delegated to and shall be exercised by the Unit Operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said Unit Operator and, together with this agreement, shall constitute and define the rights, privileges, and obligations of Unit Operator. Nothing herein, however, shall be construed to transfer title to any land, lease, royalty interest, working interest, operating agreement, or communication agreement, it being understood that under this agreement the Unit Operator, in its capacity as Unit Operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

9. PLAN OF OPERATION: It is recognized and agreed by the parties hereto that all land within the Unit Area is reasonably proved to be productive of oil and gas in paying quantities and that no further development is necessary at the present time. However, it is contemplated that the Unitized Land will be operated under a plan of pressure maintenance or some form of secondary recovery in order to effect the greatest recovery of Unitized Substances, prevent waste, and conserve natural resources. The Parties Hereto agree that Unit Operator may produce brine or water, or both, from any formation underlying the Unitized Land for use in injecting into the Weber Sand and further, that Unit Operator may inject brine, water, air, gas, oil, and any one or more other substances, irrespective of whether produced from the Weber Sand, into the Weber Sand through any well or wells completed therein; provided, however, that the above operations may be conducted by Unit Operator only in accordance with a plan of operations approved by the Working Interest Owners, as provided for in the Unit Operating Agreement, and the Supervisor.

Unit Operator shall submit to the Supervisor, within ninety (90) days after the effective date of this agreement, a plan of operation for the Unitized Land and, upon approval thereof by the Supervisor, it shall constitute the operating obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the Supervisor a plan for an additional specified period for the operation of the Unitized Land; said plan or plans shall be modified or supplemented when necessary to meet changed conditions. Reasonable diligence shall be exercised in complying with the obligations of any approved plan of operation.

10. PARTICIPATION AND ALLOCATION OF PRODUCTION: In Exhibit "B", attached hereto, there are listed and numbered the various tracts within the Unit Area, and set forth opposite each tract is a figure which represents the percentage participation to which such tract would be entitled if all said tracts were committed hereto as of the effective date of this agreement. Unit Operator, as soon as practicable after the effective date of this agreement, shall file with the Director a schedule of those tracts committed hereto as of said effective date. Such schedule, which shall be designated Exhibit "C" and considered for all purposes a part of this agreement, shall set forth opposite each such committed tract a revised percentage participation therefor, which shall be calculated by using the same tract factors and formula which were used to arrive at the percentage participation of each tract as set out in Exhibit "B" but applying the same only to the committed tracts. Such schedule, upon approval thereof by the Director, shall supersede, effective as of the effective date hereof, the percentage participations set forth in Exhibit "B" until a revision thereof is filed with and approved by the Director, as hereinafter provided.

If, subsequent to the effective date of this agreement, any additional tract becomes committed hereto under the provisions of Section 2 or Section 25, or any committed tract is excluded herefrom under the provisions of Section 24, Unit Operator shall revise Exhibit "C" to show the new percentage participations of the then committed tracts, which revised exhibit shall, upon its filing and approval by the Director, supersede, as of its effective date, the last previously effective Exhibit "C". In any such revision of Exhibit "C" the revised percentage participations of the respective tracts which were committed hereto prior to such revision shall remain in the same ratio one to another.

No tract committed to this agreement shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances and nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of Exhibit "C" or any revision thereof.

For the purpose of determining any and all benefits accruing under this agreement, each tract committed hereto shall have allocated to it a proportion, equal to its percentage participation, of all Unitized Substances produced from the Unitized Land (except any part thereof used in conformity with good operating practices within the Unit Area for drilling, operating, camp and other production or development purposes, for pressure maintenance or secondary recovery operations in accordance with a plan of operation approved by the Supervisor, or unavoidably lost). The amount of Unitized Substances allocated to each tract shall be deemed to be produced from such tract. It is hereby agreed that production of Unitized Substances from any part of the Unitized Land shall be allocated as provided herein regardless of whether oil or gas is being produced from any particular tract committed hereto. If the working interests or the royalty interests in any tract are divided with respect to separate parcels or portions of such tract and owned severally by different persons, the percentage participation assigned to such tract shall, in the absence of a recordable instrument among all owners fixing the division of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

11. ROYALTY SETTLEMENT: The United States and any State and all royalty owners, who under existing contract, are entitled to take in kind a share of the substances now unitized hereunder produced from any tract, shall hereafter be entitled to the right to take in kind their share of the Unitized Substances allocated to such tract, and Unit Operator is hereby authorized and shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interests not taken in kind shall be made by the Working Interest Owners responsible therefor under existing contracts, laws, and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases except that said royalties shall be computed in accordance with the terms of this agreement.

The Working Interest Owners in each tract shall settle with royalty owners in such tract on the basis of the amounts of Unitized Substances allocated to such tract and at the rates specified in the leases and other contracts covering such tract.

If gas obtained from lands or formations not subject to this agreement is introduced into the Unitized Land for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Supervisor, a like amount of gas with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the plan of operation or as may otherwise be consented to by the Supervisor as conforming to good petroleum engineering practice; and, provided further that such right of withdrawal shall terminate on the termination of this agreement.

Royalty due the United States shall be computed as provided in the operating regulations and paid in value or delivered in kind as to all Unitized Substances on the basis of the amounts thereof allocated to unitized Federal land as provided herein at the rates specified in the respective Federal leases, or at such lower rate or rates as may be authorized by law or regulation; provided that, for the committed portion of each Federal lease, on which the royalty rate depends upon the daily average production per well, said average production for the committed portion of each such lease shall be determined by the number of producing wells, injection wells, and shut-in wells on the committed portion of each such lease as of the date each said lease becomes effectively committed to this agreement.

It is expressly understood and agreed that beginning at the end of the respective 20-year terms, or any extension thereof other than that provided by Section 15 (e) hereof, of the Federal leases committed to this agreement which contain provisions for the payment of a 5 per cent rate of royalty to the United States, the royalty rate on said leases shall be the same rate as would be applicable to the renewal leases in the absence of unitization.

12. RENTAL SETTLEMENT: Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners responsible therefor under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty in lieu thereof due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States, unless such rental or minimum royalty is waived, suspended or reduced by law or by approval of the Secretary of the Interior (hereinafter called "Secretary") or his duly authorized representative.

13. CONSERVATION: Operations hereunder and production of Unitized Substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

14. DRAINAGE: The Unit Operator shall take appropriate and adequate measures to prevent drainage of Unitized Substances from Unitized Land by wells on land not subject to this agreement or, with the consent of the Director, pursuant to applicable regulations, pay a fair and reasonable compensatory royalty as determined by the Supervisor.

15. LEASES AND CONTRACTS CONFORMED AND EXTENDED: The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation, for oil or gas of lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect, and the parties hereto hereby consent that the Secretary shall and by his approval hereof, or by the approval hereof by his duly authorized representative, does hereby establish, alter, change, or revoke, the drilling, producing, rental, minimum royalty, and royalty requirements of Federal leases committed hereto and the regulations in respect thereto, to conform said requirements to the provisions of this agreement, and, without limiting the generality of the foregoing, all leases, subleases and contracts are particularly modified in accordance with the following:

(a) The development and operation of the Unitized Land under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each and every part or separately owned tract subject to this agreement, regardless of whether there is any development of any particular part or tract of the Unit Area, notwithstanding anything to the contrary in any lease, operating agreement, or other contract by and between the parties hereto, or their respective predecessors in interest, or any of them.

(b) Drilling and producing operations performed hereunder upon any tract of Unitized Land will be accepted and deemed to be performed upon and for the benefit of each and every tract of Unitized Land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on the land therein embraced.

(c) Suspension of drilling or producing operations on all Unitized Land pursuant to direction or consent of the Secretary or his duly authorized representative shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of Unitized Land.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development or operation for oil or gas of lands other than those of the United States, committed to this agreement, which by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.

(e) Any Federal lease for a fixed term of twenty (20) years or any renewal thereof or any part of such lease which is made subject to this agreement shall continue in force beyond the term provided therein until the termination hereof, subject to the royalty provisions of Section 11 hereof. Any other Federal lease committed hereto shall continue in force beyond the term so provided therein or by law as to the committed land so long as such land remains committed hereto.

(f) Each sublease or contract relating to the operation and development of Unitized Substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.

(g) The segregation of any Federal lease committed to this agreement is governed by the provisions in the fourth paragraph of Section 17 (b) of the Act, as amended by the Act of July 29, 1954, (68 Stat. 583, 585).

16. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interest of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer, or conveyance, of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder by the grantee, transferee, or other successor in interest. No assignment or transfer of any working interest subject hereto shall be binding upon Unit Operator until the first day of the calendar month after Unit Operator is furnished with the original, photostatic or certified copy of the instrument of transfer; and no assignment or transfer of any royalty interest subject hereto shall be binding upon the Working Interest Owner responsible therefor until the first day of the calendar month after said Working Interest Owner is furnished with the original, photostatic, or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM: This agreement shall become effective on the first day of the month following approval by the Secretary or his duly authorized representative and shall remain in effect so long as Unitized Substances can be produced from the Unitized Land in paying quantities, i.e.,

in quantities sufficient to pay for the cost of producing same, and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the Unitized Substances so discovered can be produced as aforesaid. This agreement shall remain in effect during any period of suspension approved by the Director as provided for in Section 15 (c) hereof.

This agreement may be terminated at any time by the Working Interest Owners whose voting interests, as provided for in the Unit Operating Agreement, aggregate not less than ninety per cent (90%), subject to the approval of the Director; notice of any such approval shall be given by Unit Operator to all parties hereto.

18. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION: The Director is hereby vested with the authority to alter or modify from time to time in his discretion the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law or do not conform to any statewide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State, such authority being hereby limited to alteration or modification in the public interest, the purpose thereof and the public interest to be served thereby to be stated in the order of alteration or modification. Without regard to the foregoing, the Director is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law.

Powers in this section vested in the Director shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than fifteen (15) days from notice.

19. APPEARANCES: Unit Operator shall, after notice to other parties affected, have the right to appear for or on behalf of any and all interests affected hereby before the Department of the Interior and to appeal from orders issued under the regulations of said Department or to apply for relief from any of said regulations or in any proceedings relative to operations before the Department of the Interior or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his own expense to be heard in any such proceeding.

20. NOTICES: All notices, demands, or statements, required hereunder to be given or rendered to the parties hereto shall be deemed fully given if given in writing and personally delivered to the party or sent by postpaid registered or certified mail, addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.

21. NO WAIVER OF CERTAIN RIGHTS: Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State wherein said Unitized Land is located, or of the United States, or regulations issued thereunder in any way affecting such party, or as a waiver by any such party of any right beyond his or its authority to waive.

22. UNAVOIDABLE DELAY: All obligations under this agreement requiring the Unit Operator to commence or continue drilling or to operate on or produce Unitized Substances from any of the lands covered by this agreement shall be suspended while, but only so long as, the Unit Operator despite the exercise of due care and diligence is prevented from complying with such obligations, in whole or in part, by strikes, acts of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

23. FAIR EMPLOYMENT: In connection with the performance of work under this agreement, the Unit Operator agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Unit Operator agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

Unit Operator agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. LOSS OF TITLE: In the event title to any tract of Unitized Land shall fail and the true owner cannot be induced to join in this Unit Agreement, such tract shall automatically be regarded as not committed hereto. In the event of a dispute as to title as to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal land or leases, no payment of funds due the United States should be withheld, but such funds shall be deposited as directed by the Supervisor to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

Unit Operator as such is relieved from any responsibility for any defect or failure of any title hereunder.

25. NON-JOINDER AND SUBSEQUENT JOINDER: If the owner of any substantial interest in a tract within the Unit Area fails or refuses to subscribe or consent to this agreement, the Unit Operator, acting pursuant to the provisions of the Unit Operating Agreement, Section XII, may withdraw said tract from this agreement by written notice to the Director, prior to the approval of this agreement by the Director. Joinder to the Unit Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for the interest to be regarded as committed to this Unit Agreement.

It is understood and agreed, however, that after the effective date hereof there also shall be the right of subsequent joinder, but only on such terms and conditions as may be negotiated between the owner or owners of oil or gas interests within the Unit Area, whose interests are not committed to this agreement, and Unit Operator, acting on behalf of the Working Interest Owners after being duly authorized by them as provided for in the Unit Operating Agreement. Such joinder by a Working Interest Owner must be evidenced by his executing or ratifying this Unit Agreement and the Unit Operating Agreement. Such joinder by a non-working interest owner must be evidenced by his executing or ratifying this Unit Agreement and must be consented to in writing by the Working Interest Owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest owner. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the first day of the month following the filing thereof with the Supervisor, unless objection to such joinder is duly made within sixty (60) days by the Director.

26. EXECUTION. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described Unit Area; provided, if this agreement has not been approved by the Director prior to January 1, 1958, it shall thereupon terminate and be of no further force and effect.

27. TAXES: Each party hereto shall, for its own account, render and pay its share of any taxes levied against or measured by the amount or value of the Unitized Substances produced from the Unitized Land; provided, however, that, if it is required or if it be determined that the Unit Operator or the several Working Interest Owners must pay or advance said taxes for the account of the parties hereto, it is hereby expressly agreed that the parties so paying or advancing said taxes shall be reimbursed therefor by the parties hereto, including royalty owners, who may be responsible for the taxes on their respective allocated share of said Unitized Substances.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and have set opposite their respective names the date of execution.

UNIT OPERATOR AND WORKING INTEREST OWNER
THE CALIFORNIA COMPANY

DATE: APR 15 1957

By *H. C. Deesdel*
Its PRESIDENT
By *J. S. Stakely*
Its ASST. SECRETARY

OTHER PARTIES

DATE: _____

RAVEN OIL & REFINING COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

UTAH SOUTHERN OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

WEBER OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

PAN AMERICAN PETROLEUM CORPORATION
(Formerly Stanolind Oil & Gas Company)

ATTEST: _____
Secretary

By _____

DATE: _____

HUSKY OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

TIDE WATER ASSOCIATED OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

UTAH OIL REFINING COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

Frances M. Adcock

DATE: _____

Kittie Fairfield

DATE: _____

E. J. Foulds, Trustee

DATE: _____

Evlyn M. Levison

DATE: _____

A. C. McLaughlin, Jr.

DATE: _____

Stuart W. McLaughlin

DATE: _____

BOARD OF REGENTS, UNIVERSITY OF TEXAS

ATTEST: _____
Secretary

By _____

DATE: _____

Eugenia Rayzor

DATE: _____

Mary L. Cobb, Administratrix, and E. M. Stringer

DATE: _____

E. M. Stringer

DATE: _____

PHILLIPS PETROLEUM COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

THE SHARPLES OIL CORPORATION

ATTEST: _____
Secretary

By _____

DATE: _____

SUPERIOR OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

THE TEXAS COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

UNION PACIFIC RAILROAD COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

CONTINENTAL OIL COMPANY

ATTEST: _____
Secretary

By _____

DATE: _____

E. E. BROWN ESTATE

ATTEST: _____

By _____

DATE: _____

FRED M. MANNING COMPANY

ATTEST: _____
Secretary

By _____

ATTEST: _____
Secretary

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

ATTEST: _____
Secretary

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

TRIGOOD OIL COMPANY.

By _____

A. L. Smith

Moselle Cameron Burgy

Arthur E. Cameron

George E. Cameron

Frederick E. Dickerson

INTERNATIONAL TRUST COMPANY, EXECUTOR

By _____

W. Clay Meredith

Thomas J. Morrissey

Mrs. William Pfau

Iva Hildreth Sheridan

Francis Hamilton Sheridan

Jean Trousdale

Minnie Moore Turpin

George C. Vance

Anthony F. Zarlengo

ACKNOWLEDGMENTS

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 15th day of April, A. D. 1957, before me appeared H. C. TEASDEL

and J. H. HARKEY, to me personally known, who, being by me duly sworn, did say

that they are the PRESIDENT and ASS'T SECRETARY respectively, of THE CALIFORNIA COMPANY, a California corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said appearers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

My Commission expires at death

(SEAL)

Emily Ash...
Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____ as _____ of the _____,

a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____ as _____ of the _____,

a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____ as _____ of the _____,

a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____.

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____.

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____.

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____.

Witness my hand and official seal.

My Commission expires _____.

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

Notary Public

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____ as _____ of the _____,
a corporation organized and existing under and by virtue of the laws of the State of _____

Witness my hand and official seal.

My Commission expires _____

Notary Public

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____

Witness my hand and official seal.

My Commission expires _____

Notary Public

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,
by _____

Witness my hand and official seal.

My Commission expires _____

Notary Public

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____,

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____.

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, A. D. 19____

by _____

Witness my hand and official seal.

My Commission expires _____

(SEAL)

Notary Public

Exhibit "B"

TRACT DATA

Rangely Weber Sand Unit
Rio Blanco County
Colorado

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
1	W. P. Mellen #2	A-11	SE¼ SE¼ Sec. 9—T2N—R103W	40.00	D-052489 5-1-44	U. S. A.....	100.0000
2	W. P. Mellen #1	A-10	E½ NE¼ Sec. 16—T2N—R103W	80.00	D-052489 5-1-44	U. S. A.....	100.0000
3	F. A. Larson	B-11	S½ SW¼ Sec. 10—T2N—R103W	80.00	D-052188 7-1-45	U. S. A.....	100.0000
4	C. Larson	C-11	NW¼ SE¼ Sec. 10—T2N—R103W	40.00	D-052474 4-1-45	U. S. A.....	100.0000
5	Mary C. Hagood "A"	B-10	SW¼ SE¼ Sec. 10; NW¼, W½ NE¼, NE¼ SW¼, NW¼ SE¼ Sec. 15—T2N—R103W	360.00	D-052265 7-1-45	U. S. A.....	100.0000
6	Dorothy F. Rooth	B-9	NW¼ SW¼ Sec. 15—T2N—R103W	40.00	D-053975 6-1-45	U. S. A.....	100.0000
7	M. B. Larson "A"-A	B-9	SE¼ SW¼ Sec. 15—T2N—R103W	40.00	D-053980 6-1-45	U. S. A.....	100.0000
8	M. B. Larson "A"-C	C-9	SW¼ SE¼ Sec. 15—T2N—R103W	40.00	D-053980 6-1-45	U. S. A.....	100.0000
9	M. B. Larson "A"-B	C-8	NW¼ NE¼ Sec. 22—T2N—R103W	40.00	D-053980 6-1-45	U. S. A.....	100.0000
10	Mary C. Hagood "B"	B-8	NE¼ NW¼ Sec. 22—T2N—R103W	40.00	D-052265 7-1-45	U. S. A.....	100.0000
11	M. B. Larson "B"	C-8	NE¼ NE¼ Sec. 22—T2N—R103W	40.00	D-053334 6-1-45	U. S. A.....	100.0000
12	Beezley	C-8	S½ NE¼ Sec. 22—T2N—R103W	80.00	D-051174 4-1-42	U. S. A.....	100.0000
13	M. B. Larson "C"	C-7	N¼ SE¼, SE¼ SE¼, Sec. 22— T2N—R103W	120.00	D-053980 6-1-45	U. S. A.....	100.0000

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
The California Co.	Anna Scott Mellen.....	1.0000	The California Co.—Op.....	100.0000	.027024	1
The California Co.	Anna Scott Mellen.....	1.0000	The California Co.—Op.....	100.0000	.104268	2
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Frank A. Larson.....	1.2500	Pan-American Petroleum Corp.—Op.....	100.0000	.157795	3
	Miles B. Larson.....	.3125				
	Frederick H. Larson.....	.3125				
	Kelvin K. Larson.....	.3125				
	Cecil C. Larson.....	.3125				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Ina Bechtold.....	.0695	Pan-American Petroleum Corp.—Op.....	100.0000	.020735	4
	Mildred G. Bell.....	.0695				
	Margaret Garber.....	.3125				
	Virginia L. Kidder.....	.6250				
	Patricia L. Klinieki.....	.3125				
	Betty H. Larson.....	.3125				
	F. V. Larson.....	.2083				
	Frank A. Larson.....	.2083				
	Fern Ruth O'Neal.....	.0694				
	Ethel Portenier.....	.3125				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Mary C. Hagood.....	2.5000	Utah Oil Refining Co.....	7.8125	3.232677	5
Continental Oil Co. 24/48 Fred M. Manning 5/48 International Trust Co., Exec. 3/48 A. L. Smith 8/48 Trigood Oil Co. 8/48	Dorothy F. Rooth.....	1.0000	Continental Oil Co.—Op.....	50.0000	.078343	6
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Ethel Portenier.....	.2500	Pan-American Petroleum Corp.—Op.....	100.0000	.118704	7
	Patricia Klinieki.....	.2500				
	Frank A. Larson.....	.7500				
	Miles B. Larson.....	.3125				
	Frederick H. Larson.....	.3125				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Kelvin K. Larson.....	.3125	Pan-American Petroleum Corp.—Op.....	100.0000	.485358	8
	Cecil C. Larson.....	.3125				
	Ethel Portenier.....	.1250				
	Patricia Klinieki.....	.1250				
	Frank A. Larson.....	.3750				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Miles B. Larson.....	.3125	Pan-American Petroleum Corp.—Op.....	100.0000	.372185	9
	Frederick H. Larson.....	.3125				
	Kelvin K. Larson.....	.3125				
	Cecil C. Larson.....	.3125				
	Edith Mulling.....	.4167				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Ethel Portenier.....	.1667	Pan-American Petroleum Corp.—Op.....	100.0000	.064740	10
	Patricia Klinieki.....	.1666				
	Frank A. Larson.....	.5000				
	Miles B. Larson.....	.3125				
	Frederick H. Larson.....	.3125				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Kelvin K. Larson.....	.3125	Pan-American Petroleum Corp.—Op.....	100.0000	.476186	11
	Cecil C. Larson.....	.3125				
	Edith Mulling.....	.4167				
Phillips Petroleum Co.	A. F. Allen.....	2.5000	Phillips Petroleum Co.—Op.....	100.0000	.864245	12
	Anna M. Beezley.....	.3125				
	Ward A. Beezley.....	.1563				
	William Beezley.....	.6250				
	Ester B. Johnson.....	.1562				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Ethel Portenier.....	.1667	Pan-American Petroleum Corp.—Op.....	100.0000	.755315	13
	Patricia Klinieki.....	.1666				
	Frank A. Larson.....	.5000				
	Miles B. Larson.....	.3125				
	Frederick H. Larson.....	.3125				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Kelvin K. Larson.....	.3125				
	Cecil C. Larson.....	.3125				
	Edith Mulling.....	.4167				

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
14	A. C. McLaughlin Consold.	E-9	SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 10; S $\frac{1}{2}$ S $\frac{1}{2}$ Sec. 11; SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12; W $\frac{1}{2}$ E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 13; W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ S $\frac{1}{2}$ Sec. 14; E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 15; E $\frac{1}{2}$ NW $\frac{1}{4}$ W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 24—T2N—R103W	1520.00	D-032675-A 1-1-40	U. S. A.....	100.0000
15	Associated Unit "A"	E-10	NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 14—T2N—R103W	40.00	5-23-45 11-1-45	{Portion #1.....79% Of Tract Tide Water Assoc. Oil Co.....100.0000} {Portion #2.....21% Of Tract None	
16	Magor	E-10	SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 14—T2N—R103W	40.00	2-27-45 3-12-45 3-17-45 3-17-45 3-27-45 3-28-45 4-2-45 5-23-45 9-23-44 2-1-45 2-1-45 4-3-45 3-5-45 5-17-45 5-23-45	{Portion #1.....50% Of Tract Nelle P. Brower.....3906 Harriet Leona Burch.....3907 Myrtle Hubbard Chokas.....1.9531 Alice C. Clark.....2.2786 Alice C. Clark, Mortgagee......1953 Helen Goff Davis.....1.9531 Frederick E. Dickerson.....1.0749 Clarence Ford.....6.2500 Cecil V. Gross.....3.1250 Virginia W. Hill, Executrix.....1.9531 T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....5.5379 Joe T. Juhan (Note #7).....10.3882 Hilda Marion Smith Laverty.....6.2500 Ninette Lumm.....4.6875 R. F. Magor, Jr.....23.1185 Louise Riley Mattern......6510 G. A. Mattern......9765 Elva M. Merideth.....7.7959 J. W. Miller......3906 Thomas J. Morrissey.....1.0749 Fannie F. Johantgen Rogers.....3.1250 Ella Rigby.....4.1667 Francis H. Sheridan.....3.1250 Iva Hildreth Sheridan.....3.1250 Walter E. Schwed, Jr.....1.0417 Lulu M. Walsh.....3.9063 Anthony F. Zarlengo.....1.0749} {Portion #2.....50% Of Tract Tide Water Assoc. Oil Co.....100.0000}	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
A. C. McLaughlin	Nelle P. Brower.....	.0049	{The California Co.—Op.....	78.0000}	13.210979	14
	Harriet Leona Burch.....	.0049				
	Helen Goff Davis, Executrix of Estate of Arthur Burham, (dec.)....	.0390				
	Clarence Ford.....	.0781				
	Virginia W. Hill, Executrix	.0390				
	Ninette Lumm.....	.0586				
	University of Texas.....	1.2500				
	George A. Mattern.....	.0195				
	J. W. Miller.....	.0048				
	Fannie F. Johantgen Rogers	.0391				
	Iva Hildreth Sheridan.....	.0391				
	Lulu M. Walsh.....	.1172				
	St. Claire Okie Hayden.....	.0781				
	Cecil V. Gross.....	.0391				
	Walter E. Schwed, Jr.....	.0130				
	Louise Riley Mattern.....	.0130				
	Joe T. Juhan (Note #7)....	.1111				
	Elva M. Merideth.....	.0689				
	Thomas J. Morrissey.....	.0117				
	Frederick E. Dickerson.....	.0117				
	Anthony F. Zarlengo.....	.0117				
	R. F. Magor, Jr.....	.1999				
	Stoutco, Inc.....	.0473				
	Francis H. Sheridan.....	.0390				
	Andrew Lawrence Smith..	.0112				
	Dorothy Hope Goodall.....	.0112				
	David Hilary Smith.....	.0112				
	Colin A. Smith.....	.0112				
	Isabel Letitia Houston.....	.0112				
	Hilda Marion Smith Laverty	.0112				
	Mrs. Robert Howey.....	.0111				
	Ella Rigby.....	.0521				
	Alice C. Clark.....	.0284				
	Alice C. Clark, Mortgagee	.0025				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #1	None	{Pan-American Petroleum Corp.—Op.....	50.0000}	338217	15
	None					
None	Portion #2	None	{S. W. McLaughlin.....	2.6250}		
	None					
	Portion #2	None	{A. C. McLaughlin, Jr.....	2.6250}		
	None					
	Portion #2	None	{Evelyn M. Levison.....	2.6250}		
	None					
	Portion #2	None	{E. J. Foulds, Trustee.....	2.6250}		
	None					
Phillips Petroleum Co.	Portion #1	None	Phillips Petroleum Co.—Op.....	50.0000	318126	16
	None					
	Portion #1	None				
	None					
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #2	None	{Pan-American Petroleum Corp.—Op.....	25.0000}		
	None					
	Portion #2	None	{Tide Water Assoc. Oil Co.....	25.0000}		
	None					

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
17	A. C. McLaughlin Consolidated	D-8	W½ Sec. 23—T2N—R103W	320.00	D-032675-B 1-1-40	U. S. A.....	100.0000
18	L. N. Hagood "A"	E-8	E½ Sec. 23—T2N—R103W	320.00	D-033586 1-1-40	U. S. A.....	100.0000
19	C. R. Stoffer "B"	D-6	NW¼ NW¼ Sec. 26—T2N—R103W	40.00	D-051529 6-1-41	U. S. A.....	100.0000
20	M. B. Larson "A"	D-6	SW¼ NW¼ Sec. 26—T2N—R103W	40.00	D-052241 6-1-45	U. S. A.....	100.0000
21	C. R. Stoffer "A"	E-5	NE¼ SW¼, W½ SE¼ Sec. 26— T2N—R103W	120.00	D-051529 6-1-41	U. S. A.....	100.0000
22	M. B. Larson "B"	E-4	NE¼ NE¼ Sec. 35—T2N—R103W	40.00	D-052241 6-1-45	U. S. A.....	100.0000
23	Associated Unit "C"	F-11	SE¼ SW¼ Sec. 12—T2N—R103W	40.00	5-23-45	{Portion #1.....50% Of Tract} {Tide Water Assoc. Oil Co.....100.0000}	
					2-27-45 3-12-45 3-17-45 3-17-45 3-27-45 3-28-45 4-2-45 5-23-45 9-23-44 2-1-45 2-1-45 4-3-45 3-5-45 5-17-45	{Portion #2.....50% Of Tract}	
						Nelle P. Brower.....	.3906
						Harriett Leona Burch.....	.3906
						Myrtle Hubbard Chokas.....	1.9531
						Alice C. Clark.....	2.2786
						Alice C. Clark, Mortgagee.....	.1953
						Helen Goff Davis.....	1.9530
						Frederick E. Dickerson.....	1.0749
						Clarence Ford.....	6.2500
						Cecil V. Gross.....	3.1250
						Virginia W. Hill, Executrix.....	1.9531
						T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....	5.5379
						Joe T. Juhan (Note #7).....	10.3882
						Hilda Marion Smith Laverty.....	6.2500
						Ninette Lumm.....	4.6875
						R. F. Magor, Jr.....	23.1185
						Louise Riley Mattern.....	.6510
						G. A. Mattern.....	.9765
						Elva M. Merideth.....	7.7959
						I. W. Miller.....	.3907
						Thomas J. Morrissey.....	1.0749
						Fannie F. Johantgen Rogers.....	3.1250
						Ella Rigby.....	4.1667
						Francis H. Sheridan.....	3.1250
						Iva Hildreth Sheridan.....	3.1250
						Walter E. Schwed, Jr.....	1.0417
						Lulu M. Walsh.....	3.9063
						Anthony F. Zarlengo.....	1.0750

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.	
	Ownership	Percentage	Ownership	Percentage			
A. C. McLaughlin	Mrs. Ellen M. Voorhies.....	.0648	{The California Co.-Op.....	78.0000	3.418206	17	
	A. D. Voorhies.....	.0648		{Utah Southern Oil Co.....			11.0000
	Mrs. LaVern Pope Adams.....	.0926					{Weber Oil Co.....	11.0000
	Eva Y. Pope.....	.0370					
	Zion's Savings Bank & Trust Co., Tr.....	.0370					
	Mina S. Murdock.....	.2778					
	Loyd Shimmin.....	.2778					
	May H. Calder.....	.2778					
	Charles H. Carter.....	.0555					
	R. Lawrence Carter.....	.0555					
	Mrs. Vera C. Jones.....	.0555					
	Don C. Carter.....	.0556					
	Mrs. Afton C. Alder.....	.0556					
	Joe T. Juhan (Note #7).....	.2593					
	R. F. Magor, Jr.....	.5556					
	Glen B. & Dixie M. Wittstruck.....	.2778					
	Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{Thelma L. Lee.....		1.5000			{Pan-American Petroleum Corp.—Op.....	23.4375	3.494461	18
{L. N. Hagood.....		1.5000	{(Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co.....	7.8125			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Gladys M. Stoffer.....	1.5000	{Husky Oil Co.....	31.2500	.397084	19	
			{George E. Cameron (CWI) (Note #8)....	16.8750			
{Phillips Petroleum Co. 2/3} {The Sharples Oil Corp. 1/3}	{Frank A. Larson.....	2.0000	{Arthur A. Cameron (CWI) (Note #9)....	18.7500	.203174	20	
			{Mrs. William Pfau (CWI).....	1.8750			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Gladys M. Stoffer.....	1.5000	{Moselle Cameron Burgy (CWI).....	1.0125	.391407	21	
			{Pan-American Petroleum Corp.—Op.....	23.4375			
{Phillips Petroleum Co. 2/3} {The Sharples Oil Corp. 1/3}	{Miles B. Larson.....	.5000	{(Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co.....	7.8125	.068361	22	
			{Frederick H. Larson.....	.5000			{Husky Oil Co.....	31.2500
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Gladys M. Stoffer.....	1.5000	{George E. Cameron (CWI).....	15.8625	.147691	23	
			{Arthur A. Cameron (CWI).....	18.7500			
{Phillips Petroleum Co. 2/3} {The Sharples Oil Corp. 1/3}	{Kelvin K. Larson.....	.5000	{Mrs. William Pfau (CWI).....	1.8750			
			{Cecil C. Larson.....	.5000	{Moselle Cameron Burgy (CWI).....	1.0125	
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #1 None		{Phillips Petroleum Co.—Op.....	66.6667	.147691	23	
			{The Sharples Oil Corp.....	33.3333			
Phillips Petroleum Co.	Portion #2 None		{Pan-American Petroleum Corp.—Op.....	25.0000	.147691	23	
			{(Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co.....	25.0000			
Phillips Petroleum Co.	Portion #2 None		Phillips Petroleum Co.....	50.0000			

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
24	McLaughlin Unit "B"	G-11	SW¼ SE¼ Sec. 12—T2N—R103W	40.00	11-1-45	{ Portion #1.....50% Of Tract None }	
						{ Portion #2.....50% Of Tract Nelle P. Brower.....3906 Harriett Leona Burch.....5859 Myrtle Hubbard Chokas.....19531 Alice C. Clark.....22786 Helen Goff Davis.....19530 Frederick E. Dickerson.....10749 Clarence Ford.....62500 Cecil V. Gross.....31250 Virginia W. Hill, Executrix T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....55379 Joe T. Juhan (Note #7).....103882 Hilda Marion Smith Lavery.....62500 Ninette Lumm.....46875 R. F. Magor, Jr.....231185 Louise Riley Mattern.....6510 G. A. Mattern.....9765 Elva M. Merideth.....77959 J. W. Miller.....3906 Thomas J. Morrissey.....10749 Fannie F. Johantgen Rogers.....31250 Ella Rigby.....41667 Francis H. Sheridan.....31250 Iva Hildreth Sheridan.....31250 Walter E. Schwed, Jr.....10417 Lulu M. Walsh.....39063 Anthony F. Zarlengo.....10750 }	
					2-27-45		
					3-12-45		
					3-17-45		
					3-17-45		
					3-27-45		
					3-28-45		
					4-2-45		
					5-23-45		
					9-23-44		
					2-1-45		
					2-1-45		
					4-3-45		
					3-5-45		
					5-17-45		
25	McLaughlin Unit "A"	F-10	NW¼ NW¼ Sec. 13—T2N—R103W	40.00	Perpetual Mineral Interest	{ Portion #1.....50% Of Tract None }	
					11-1-45		
					5-23-50	{ Portion #2.....50% Of Tract Tide Water Assoc. Oil Co.....100.0000 }	
						{ Portion #1.....50% Of Tract Nelle P. Brower.....3906 Harriett Leona Burch.....3907 Myrtle Hubbard Chokas.....19531 Alice C. Clark.....22786 Alice C. Clark, Mortgagee.....1953 Helen Goff Davis.....19530 Frederick E. Dickerson.....10749 Clarence Ford.....62500 Cecil V. Gross.....31250 Virginia W. Hill, Executrix T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....55379 Joe T. Juhan (Note #7).....103882 Hilda Marion Smith Lavery.....62500 Ninette Lumm.....46875 R. F. Magor, Jr.....231185 Louise Riley Mattern.....6510 G. A. Mattern.....9765 Elva M. Merideth.....77959 J. W. Miller.....3906 Thomas J. Morrissey.....10749 Fannie F. Johantgen Rogers.....31250 Ella Rigby.....41667 Francis H. Sheridan.....31250 Iva Hildreth Sheridan.....31250 Walter E. Schwed, Jr.....10417 Lulu M. Walsh.....39063 Anthony F. Zarlengo.....10749 }	
					2-27-45		
					3-12-45		
					3-17-45		
					3-17-45		
					3-27-45		
					3-28-45		
26	Mattern	F-10	SW¼ NW¼ Sec. 13—T2N—R103W	40.00	4-2-45		
					5-23-45		
					9-23-44		
					2-1-45		
					2-1-45		
					4-3-45		
					3-5-45		
					5-17-45		
						{ Portion #2.....25% Of Tract Tide Water Assoc. Oil Co.....100.0000 }	
					11-1-45	{ Portion #3.....25% Of Tract None }	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
None	Portion #1 None		Pan-American Petroleum Corp.—Op..... 25.0000 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin (Note #6)..... 6.2500 A. C. McLaughlin, Jr..... 6.2500 Evelyn M. Levison..... 6.2500 E. J. Foulds, Trustee..... 6.2500		.156897	24
Phillips Petroleum Co.	Portion #2 None		Phillips Petroleum Co..... 50.0000			
None	None		Pan-American Petroleum Corp.—Op..... 50.0000 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin (Note #6)..... 6.2500 A. C. McLaughlin, Jr..... 6.2500 Evelyn M. Levison..... 6.2500 E. J. Foulds, Trustee..... 6.2500 Tide Water Assoc. Oil Co..... 25.0000		.327702	25
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)						
Phillips Petroleum Co.	Portion #1 None		Phillips Petroleum Co.—Op..... 50.0000			
					.062483	26
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #2 None		Pan-American Petroleum Corp.—Op..... 25.0000 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin (Note #6)..... 3.1250 A. C. McLaughlin, Jr..... 3.1250 Evelyn M. Levison..... 3.1250 E. J. Foulds, Trustee..... 3.1250 Tide Water Assoc. Oil Co..... 12.5000			
None	Portion #3 None					

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
27	Sterling B. Lacy	F-8	W½ W½ Sec. 24—T2N—R103W	160.00	D-052538 12-14-43	U. S. A.....	100.0000
28	Associated "A"	F-7	NW¼ SE¼, NE¼ SW¼ Sec. 24—T2N—R103W	80.00	5-23-45	Tide Water Assoc. Oil Co.....	100.0000
29	Rigby "A"	F-7	SE¼ SW¼ Sec. 24—T2N—R103W	40.00	2-27-45	Portion #1.....50% Of Tract	
					3-12-45	Nelle P. Brower.....	.3906
					3-17-45	Harriett Leona Burch.....	.3907
					3-17-45	Myrtle Hubbard Chokas.....	1.9531
					3-27-45	Alice C. Clark.....	2.2786
					3-28-45	Alice C. Clark, Mortgagee.....	.1953
					4-2-45	Helen Goff Davis.....	1.9531
					5-23-45	Frederick E. Dickerson.....	1.0749
					9-23-44	Clarence Ford.....	6.2500
					2-1-45	Cecil V. Gross.....	3.1250
					2-1-45	Virginia W. Hill, Executrix.....	1.9531
					4-3-45	T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....	5.5379
					3-5-45	Joe T. Juhan (Note #7).....	10.3882
					5-17-45	Hilda Marion Smith Laverty.....	6.2500
					11-15-44	Ninette Lumm.....	4.6875
						R. F. Magor, Jr.....	23.1185
						Louise Riley Mattern.....	.6510
						G. A. Mattern.....	.9765
						Elva M. Merideth.....	7.7959
						J. W. Miller.....	.3906
						Thomas J. Morrissey.....	1.0749
						Fannie F. Johantgen Rogers.....	3.1250
						Ella Rigby.....	4.1667
						Francis H. Sheridan.....	3.1250
						Iva Hildreth Sheridan.....	3.1250
						Walter E. Schwed, Jr.....	1.0417
						Lulu M. Walsh.....	3.9063
						Anthony F. Zarlengo.....	1.0749
						Portion #2.....50% Of Tract	
						A. C. McLaughlin, Jr., Agent.....	100.0000
						Portion #1.....50% Of Tract	
						Nelle P. Brower.....	.3906
						Harriett Leona Burch.....	.3907
						Myrtle Hubbard Chokas.....	1.9531
						Alice C. Clark.....	2.2786
						Alice C. Clark, Mortgagee.....	.1953
						Helen Goff Davis.....	1.9531
						Frederick E. Dickerson.....	1.0749
						Clarence Ford.....	6.2500
						Cecil V. Gross.....	3.1250
						Virginia Hill, Executrix.....	1.9531
						T. H. Hammett, J. M. Dickson and U. S. Nat'l Bank of Denver, Trustees.....	5.5379
						Joe T. Juhan (Note #7).....	10.3882
						Hilda Marion Smith Laverty.....	6.2500
						Ninette Lumm.....	4.6875
						R. F. Magor, Jr.....	23.1185
30	Rigby	G-7	SW¼ SE¼ Sec. 24—T2N—R103W	40.00	5-23-45		

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Silmon Smith.....	.3333	Pan-American Petroleum Corp.—Op.....	.23.4375 (Formerly Stanolind Oil & Gas Co.)	1.854724	27
	Mary H. Cherrington, Emily B. Ross and Catherine Welles Lake.....	.1667				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Ruth N. Reeds.....	.1667	Utah Oil Refining Co.....	7.8125	.976198	28
	F. V. Larson.....	.2604	Husky Oil Co.....	31.2500		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	C. J. Neal.....	.3125	George E. Cameron (CWI).....	15.5250	.362729	29
	J. J. Vandemoer.....	.0833	Arthur A. Cameron (CWI).....	18.7500		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	James Manson Silcox.....	.1667	Moselle Cameron Burgoyne (CWI).....	.7500	.362729	29
	Doris McFadden Dixon.....	.1354	W. Clay Meredith (CWI).....	.1500		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	M. H. Loeffler.....	.1667	George C. Vance (CWI).....	.1500	.362729	29
	U. S. Bank of Grand Junction, Trustee.....	.0625	Anthony F. Zarlengo (CWI).....	.1500		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	H. Masten Risley.....	.0104	Frederick E. Dickerson (CWI).....	.1500	.362729	29
	G. A. Allebrand & Myrtle E. Clinton as Holders of Col. Security of G. C. Reid and Wayne J. Shaffer.....	.0208	Thomas J. Morrissey (CWI).....	.1500		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	William B. Lacy.....	.1563	Mrs. William Pfau (CWI).....	1.7250	.362729	29
	F. V. Larson.....	.5000				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Frank A. Larson.....	.5000			.362729	29
	Continental Oil Co.....	1.5000				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Albert S. Ammon and Margaret Cowden Ammon.....	.1667			.362729	29
	US Bk. of Grand Junction.....	.0833				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Charles M. Holmes.....	.0417			.362729	29
	Dr. Llewelyn T. Holden.....	.0556				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Floyd Holden McComb.....	.0555			.362729	29
	Dr. Paul D. Holden.....	.0555				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....	50.0000 (Formerly Stanolind Oil & Gas Co.)	.976198	28
			Tide Water Assoc. Oil Co.....	50.0000		
Phillips Petroleum Co.	None		Phillips Petroleum Co.—Op.....	75.0000	.362729	29
Phillips Petroleum Co. ½ The Sharples Oil Corp. ½			The Sharples Oil Corp.....	25.0000	.362729	29
						30

Exhibit "B"

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
30	Rigby (Continued)				9-23-44 2-1-45 2-1-45 4-3-45 3-5-45 5-17-45 11-15-44	Louise Riley Mattern..... G. A. Mattern..... Elva M. Merideth..... J. W. Miller..... Thomas J. Morrissey..... Fannie F. Johantgen Rogers Ella Rigby..... Francis H. Sheridan..... Iva Hildreth Sheridan..... Walter E. Schwed, Jr..... Lulu M. Walsh..... Anthony F. Zarlengo..... {Portion #2.....50% Of Tract} {A. C. McLaughlin, Jr., Agent.100.0000}	.6510 .9765 7.7959 .3906 1.0749 3.1250 4.1667 3.1250 3.1250 1.0417 3.9063 1.0749
31	Henry W. Gray "A"	G-8	W $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 19—T2N—R102W; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 13; E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 24—T2N—R103W	352.84	D-032703-A 12-29-39	U. S. A.....	100.0000
32	Essie A. Neal	F-6	E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 25—T2N— R103W	160.00	D-033720 12-20-39	U. S. A.....	100.0000
33	Emerald Oil Co.	G-5	W $\frac{1}{2}$ Sec. 30; NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 31—T2N—R102W; S $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 25; E $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 26; N $\frac{1}{2}$, N $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 36—T2N— R103W	1,745.04	5-23-42	See Note #11.....	100.0000
34	Henry W. Gray "B"-2	H-10	NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 18— T2N—R102W; SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 12; NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 13—T2N— R103W	198.20	D-032703-B 12-29-39	U. S. A.....	100.0000
35	Henry W. Gray "B"-1	H-9	W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ less N $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 18—T2N—R102W; SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 13— T2N—R103W	434.64	D-032703-B 12-29-39	U. S. A.....	100.0000
36	S. A. Guiberson, Jr. "A"	J-10	E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 18—T2N—R102W	80.00	9-1-45	United Guiberson Corp.....	100.0000
37	Calco Fee	J-8	W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ Sec. 17; E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 18; E $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ Sec. 19; NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 20; W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29; E $\frac{1}{2}$ E $\frac{1}{2}$ Sec. 30—T2N—R102W	1,320.00		None	
38	Raven "B"	J-6	W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 30—T2N—R102W	80.00	D-032683-B 7-1-52	U. S. A.....	100.0000
39	Raven "A"	J-5	W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 30; W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 31—T2N—R102W	160.00	D-032683-A 1-1-54	U. S. A.....	100.0000
40	Calco Fee	J-3	E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 31— T2N—R102W	160.00		None	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Phillips Petroleum Co.	None		Phillips Petroleum Co.-Op.....	75.0000	.337292	30
{Phillips Petroleum Co. 1/2 The Sharples Oil Corp. 1/2}			The Sharples Oil Corp.....	25.0000		
Henry W. Gray	Henry W. Gray.....	7.5000	{The California Co.-Op..... Utah Southern Oil Co..... Weber Oil Co.....}	{78.0000 11.0000 11.0000}	3.857629	31
{Essie A. Neal 1/2 C. J. Neal 1/2}	{Essie A. Neal..... Charles J. Neal.....}	{3.7500 3.7500}	{The California Co.-Op..... Utah Southern Oil Co..... Weber Oil Co.....}	{78.0000 11.0000 11.0000}	1.329043	32
{The California Co. 78/100 Utah Sou. Oil Co. 11/100 Weber Oil Co. 11/100}	None		{The California Co.-Op..... Utah Southern Oil Co..... Weber Oil Co.....}	{78.0000 11.0000 11.0000}	10.133600	33
Henry W. Gray	{Henry W. Gray..... Pacific National Bank, Trustee.....}	{1.2750 1.2250}	{The California Co.-Op..... Utah Southern Oil Co..... Weber Oil Co.....}	{78.0000 11.0000 11.0000}	.543314	34
Henry W. Gray	Henry W. Gray.....	2.5000	{The California Co.-Op..... Utah Southern Oil Co..... Weber Oil Co.....}	{78.0000 11.0000 11.0000}	4.172331	35
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	None		{Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.)..... Iva Hildreth Sheridan (CWI)..... Francis Hamilton Sheridan (CWI)..... International Trust Co., Executor (CWI).....}	{93.7500 1.5625 1.5625 3.1250}	.250006	36
None	None		The California Co.-Op.....	100.0000	9.936782	37
{The California Co. 1/2 Raven Oil & Ref. Co. 1/2}	None		{The California Co.-Op..... Raven Oil & Refining Co.....}	{50.0000 50.0000}	.524472	38
{The California Co. 1/2 Raven Oil & Ref. Co. 1/2}	None		{The California Co.-Op..... Raven Oil & Refining Co.....}	{50.0000 50.0000}	.708286	39
None	None		The California Co.-Op.....	100.0000	.381558	40

Exhibit "B"

188 243

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
41	Kittie Fairfield "B"	K-10	NW¼ NW¼ Sec. 17—T2N—R102W	40.00	Perpetual Mineral Interest 2-4-46 and 7-8-46	United Guiberson Corp.....	100.0000
42	Kittie Fairfield "A"	K-10	S½ NW¼, SW¼ NE ¼ Sec. 17—T2N—R102W	120.00	Perpetual Mineral Interest 2-4-46 and 7-8-46	None	
43	A. C. McLaughlin "C"	L-10	S½ N½ SE¼ NE¼, S½ SE¼ NE¼, N½ N½ NE¼ SE¼ Sec. 17—T2N—R102W	40.00	2-19-45	{Joe T. Juhan (Note #7..... 18.7500) Virginia W. Hill, Executrix.. 29.1667 C. P. Rigby, Trustee..... 41.6667 Wallace K. Coates..... 8.8541 Orville Force..... 1.0417 F. A. Dietrich..... .5208}	
44	U.P.R.R. Fee	K-6	W½ SE¼, SW¼ Sec. 20; W½ NE¼, E½ NW¼, NW¼ SE¼, E½ SW¼, SW¼ SW¼ Sec. 29—T2N—R102W	560.00		Union Pacific Railroad Co.....	100.0000
45	Calco Fee	L-6	E½ SE¼ Sec. 20; W½ SW¼ Sec. 21; E½ E½, SW¼ SE¼ Sec. 29—T2N—R102W	360.00		None	
46	U.P.R.R. Fee	K-3	NW¼ NW¼ Sec. 5—T1N—R102W; E½ E½ Sec. 31; W½, SE¼ Sec. 32—T2N—R102W	680.00		Union Pacific Railroad Co.....	100.0000
47	McLaughlin "40"	L-4	NW¼ NE¼ Sec. 32; T2N—R102W	40.00	2-11-44	{A. C. McLaughlin, Jr., Agt. 90.0000 John R. Coen..... 5.0000 Erskine R. Myer..... 5.0000}	
48	C. T. Carney et al	K-2	NE¼ NW¼, NW¼ NE¼ Sec. 5—T1N—R102W	80.00	D-032678	U. S. A.....	100.0000
49	A. C. McLaughlin "A"	L-2	E½ NE¼ Sec. 5; Lot 3 Sec. 4—T1N—R102W	108.27	Perpetual Mineral Interest 11-1-45	None	
50	Calco Fee	M-9	SW¼ SE¼, SE¼ SW¼, S½ NE¼ SW¼, S½ N½ NE¼ SW¼ Sec. 16; NE¼ NW¼ Sec. 21—T2N—R102W	150.00		None	
51	A. C. McLaughlin "B"	N-9	SW¼ SW¼ Sec. 15; SE¼ SE¼ Sec. 16—T2N—R102W	80.00	Perpetual Mineral Interest 11-1-45	None	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op..... 65.6250 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin..... 5.4688 A. C. McLaughlin, Jr..... 5.4687 Evelyn M. Levison..... 5.4688 E. J. Foulds, Trustee..... 5.4687 Kittie Fairfield..... 1.5625 University of Texas..... 3.1250 Frances M. Adcock..... 1.1231 Minnie Moore Turpin..... .1953 Eugenia Rayzor..... .2441 Iva Hildreth Sheridan (CWI)..... 1.5625 Francis Hamilton Sheridan (CWI)..... 1.5625 International Trust Co. (CWI) (Executor)..... 3.1250		.017863	41
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op..... 46.8750 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin..... 9.1146 A. C. McLaughlin, Jr..... 9.1145 Evelyn M. Levison..... 9.1146 E. J. Foulds, Trustee..... 9.1146 Kittie Fairfield..... 2.6042 University of Texas..... 5.2083 Frances M. Adcock..... 1.8721 Minnie Moore Turpin..... .3254 Eugenia Rayzor..... .4067 Iva Hildreth Sheridan (CWI)..... 1.5625 Francis Hamilton Sheridan (CWI)..... 1.5625 International Trust Co. (CWI) (Executor)..... 3.1250		.292114	42
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	John R. Coen..... .7500 Elizabeth Rendle Myer, Executrix ..... .7500		Pan-American Petroleum Corp.—Op..... 46.8750 (Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co..... 3.1250 Husky Oil Co..... 12.5000 Stuart W. McLaughlin (Note #6)..... 9.3750 A. C. McLaughlin, Jr..... 9.3750 Evelyn M. Levison..... 9.3750 E. J. Foulds, Trustee..... 9.3750		.088064	43
None	Union Pacific Railroad Co.....	4.0000	The Texas Co.—Op..... 23.7600 Union Pacific Railroad Co..... 76.2400		4.254004	44
None	None		The California Co.—Op.....	100.0000	1.983288	45
None	Union Pacific Railroad Co.....	4.0000	The Texas Co.—Op..... 23.7600 Union Pacific Railroad Co..... 76.2400		2.473387	46
{Wasatch Oil Refining Co. Idaho Refining Co.}	None		The Sharples Oil Corp.—Op..... 50.0000 Phillips Petroleum Co..... 50.0000		.096734	47
The Texas Co.	See Note #10.....	4.0000	The Texas Co.—Op..... 23.7600 Union Pacific Railroad Co..... 76.2400		.135282	48
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	John R. Coen..... 1.0000 Elizabeth Rendle Myer, Executrix 1.0000		Pan-American Petroleum Corp.—Op..... 50.0300 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin (Note #6)..... 12.5000 A. C. McLaughlin, Jr..... 12.5000 Evelyn M. Levison..... 12.5000 E. J. Foulds, Trustee..... 12.5000		.140737	49
None	None		The California Co.—Op.....	100.0000	.437366	50
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	John R. Coen..... 1.0000 Elizabeth Rendle Myer, Executrix 1.0000		Pan-American Petroleum Corp.—Op..... 50.0300 (Formerly Stanolind Oil & Gas Co.) Stuart W. McLaughlin (Note #6)..... 12.5000 A. C. McLaughlin, Jr..... 12.5000 Evelyn M. Levison..... 12.5000 E. J. Foulds, Trustee..... 12.5000		.043117	51

Exhibit "B"

188 PAGE 245

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
52	U.P.R.R. Fee	N-8	SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 16; SE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 17; E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 20; NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 21; W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 22; NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 28—T2N—R102W	980.00		Union Pacific Railroad Co.....	100.0000
53	Calco Fee	N-6	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 21; SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 22; NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 27; E $\frac{1}{2}$ Sec. 28; E $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 33—T2N—R102W	840.00		None	
54	McLaughlin "440"	M-4	S $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 28; NE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 32; NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$ Sec. 33—T2N—R102W	440.00	2-11-44	A. C. McLaughlin, Jr., Agt....	100.0000
55	S. W. McLaughlin	M-3	SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 33—T2N—R102W	240.00	8-3-45	A. C. McLaughlin, Jr., Agt....	100.0000
56	McLaughlin "106"	N-3	E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec. 33—T2N—R102W	80.00	1-12-45	{ A. C. McLaughlin, Jr., Agt..... 90.0000% John R. Coen..... 5.0000% Erskine R. Myer..... 5.0000% }	
57	C. T. Carney et al	M-2	NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 4—T1N—R102W	120.00	D-032678	U. S. A.....	100.0000
58	Carney Unit	N-2	North 11.32 acres of Lot 1 and all of Lot 2, Sec. 4—T1N—R102W	40.00	D-032678 5-23-45	{ Portion #1..... 71.7000% Interest U. S. A..... 100.0000% Portion #2..... 28.3000% Interest Tide Water Assoc. Oil Co..... 100.0000% }	
59	Newton-Associated Unit "C"	M-2	West 6.38 acres of Lot 4 and West 33.12 acres of N $\frac{1}{2}$ of Lot 5, Sec. 4—T1N—R102W	39.50	5-23-45 D-055094 1-17-40	{ Portion #1..... 83.8480% Interest Tide Water Assoc. Oil Co..... 100.0000% Portion #2..... 16.1520% Interest U. S. A..... 100.0000% }	
60	Newton-Associated Unit "B"	M-2	West 30.11 acres of East 47.17 acres of N $\frac{1}{2}$ of Lot 5, East 6.5 acres of Lot 4 and West 2.9 acres of Lot 6, Sec. 4—T1N—R102W	39.51	5-23-45 D-055094 1-17-40	{ Portion #1..... 76.2086% Interest Tide Water Assoc. Oil Co..... 100.0000% Portion #2..... 23.7914% Interest U. S. A..... 100.0000% }	
61	Newton-Associated Unit "A"	N-2	West 13.07 acres of N $\frac{1}{2}$ of Lot 8, East 17.06 acres of N $\frac{1}{2}$ of Lot 5, West 9.38 acres of East 9.98 acres of Lot 6, Sec. 4—T1N—R102W	39.51	5-23-45 D-055094 1-17-40	{ Portion #1..... 76.2592% Interest Tide Water Assoc. Oil Co..... 100.0000% Portion #2..... 23.7408% Interest U. S. A..... 100.0000% }	
62	Newton-Associated Unit "D"	N-2	East 0.60 acres of Lot 6, all Lot 7, South 3.96 acres of Lot 1, and East 27.15 acres of N $\frac{1}{2}$ of Lot 8 Sec. 4—T1N—R102W	39.50	5-23-45 D-055094 1-17-40 D-033804 1-17-40	{ Portion #1..... 78.7595% Interest Tide Water Assoc. Oil Co..... 100.0000% Portion #2..... 1.5190% Interest U. S. A..... 100.0000% Portion #3..... 19.7215% Interest U. S. A..... 100.0000% }	
63	U.P.R.R. Fee	P-8	SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec 22—T2N—R102W	80.00		Union Pacific Railroad Co.....	100.0000
64	U.P.R.R. Fee	O-5	SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ Sec. 27; W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 34—T2N—R102W	440.00		Union Pacific Railroad Co.....	100.0000
65	C. T. Carney et al	P-4	NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 34; W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ Sec. 35—T2N—R102W	560.00	D-032678	U. S. A.....	100.0000

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
None	Union Pacific Railroad Co.....	4.0000	{The Texas Co.-Op..... 23.7600 Union Pacific Railroad Co..... 76.2400}		4.770512	52
None	None	None	The California Co.-Op.....	100.0000	3.375708	53
{Wasatch Oil Refining Co. Idaho Refining Co.}	{John R. Coen..... 1.0000 Erskine R. Myer..... 1.0000}		{The Sharples Oil Corp.-Op..... 50.0000 Phillips Petroleum Co..... 50.0000}		1.519816	54
Equity Oil Co.	{John R. Coen..... 1.0000 Erskine R. Myer..... 1.0000}		{The California Co.-Op..... 78.0000 Utah Southern Oil Co..... 11.0000 Weber Oil Co..... 11.0000}		.665666	55
{Wasatch Oil Refining Co. Idaho Refining Co. The Sharples Oil Corp.}	None		{The Sharples Oil Corp.-Op..... 50.0000 Phillips Petroleum Co..... 50.0000}		.316240	56
The Texas Co.	See Note #10.....	4.0000	{The Texas Co.-Op..... 23.7600 Union Pacific Railroad Co..... 76.2400}		.293889	57
The Texas Co.	{See Note #10..... 4.0000 Portion #1		{The Texas Co.-Op..... 17.0359 Union Pacific Railroad Co..... 54.6641}		.125173	58
{Pan-American Petr. Corp. (Formerly Stanolind O. & G. Co.) Tide Water Assoc. Oil Co.}	{Portion #2 None		{Pan-American Petroleum Corp.—Op..... 14.1500 (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co..... 14.1500}			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	Portion #1 None		{Pan-American Petroleum Corp.—Op..... 41.9240 (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co..... 41.9240}		.018997	59
Cobb-Stringer	Portion #2 None		Mary L. Cobb, Administratrix, and E. M. Stringer..... 16.1520}			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #1 None		{Pan-American Petroleum Corp.—Op..... 38.1043 (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co..... 38.1043}		.058983	60
Cobb-Stringer	Portion #2 None		Mary L. Cobb, Administratrix, and E. M. Stringer..... 23.7914}			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	Portion #1 None		{Pan-American Petroleum Corp.—Op..... 38.1296 (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co..... 38.1296}		.068385	61
Cobb-Stringer	Portion #2 None		Mary L. Cobb, Administratrix, and E. M. Stringer..... 23.7408}			
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	Portion #1 None		{Pan-American Petroleum Corp.—Op..... 39.3798 (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co..... 39.3797}		.121974	62
Cobb-Stringer	Portion #2 None		Mary L. Cobb, Administratrix, and E. M. Stringer..... 1.5190}			
Newton Oil Co.	Portion #3 None		E. M. Stringer..... 19.7215}			
None	Union Pacific Railroad Co.....	4.0000	{The Texas Co.-Op..... 23.7600 Union Pacific Railroad Co..... 76.2400}		.243585	63
None	Union Pacific Railroad Co.....	4.0000	{The Texas Co.-Op..... 23.7600 Union Pacific Railroad Co..... 76.2400}		2.124870	64
The Texas Co.	See Note #10.....	4.0000	{The Texas Co.-Op..... 23.7600 Union Pacific Railroad Co..... 76.2400}		2.457102	65

Exhibit "B"

BOOK 188 PAGE 247

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
66	Union Pacific "B"	O-3	W $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 34—T2N—R102W	80.00	1-12-45	{Portion #1..... 32.5000% Interest A. C. McLaughlin, Jr., Agt.....100.0000}	
67	F. V. Larson "A"	O-3	Lots 1 and 2 Sec. 34—T2N—R102W	38.25	D-051900 10-1-43	{Portion #2..... 67.5000% Interest None}	U. S. A.....100.0000
68	Associated Larson Unit "A"		Sands below base of Mancos Shale: Beginning at Northwest Corner of Sec. 3—T1N—R102W, thence South 0°08'06" East with the West line of Sec. 3, 1672.25' to a point in same for Southwest corner this tract, thence East 1041.29' to point for SE corner of this tract, thence N 1667.96' to point in North line Sec 3 for Northeast corner this tract, thence N 89°45'52" W with N line of Sec. 3 1045.23' to point of beginning.	40.00	D-051900 10-1-43	{Portion #1..... 23.1250% Interest U. S. A.....100.0000}	
69	Associated Larson Unit "B"	O-2	Sands below base of Mancos Shale: Beginning at a point in North line of Sec. 3—T1N—R102W, which point is South 89°45'52" East 1045.23' from the Northwest corner of Sec. 3; thence South 1667.96' to a point for the Southwest corner of this tract; thence East 1045.97' to a point in the East line of Lot 6 of Sec. 3 for Southeast corner of this tract; thence North with the East line of Lots 6 and 4, 1663.66' to the Northeast corner of Lot 4 in the North line of Sec. 3; thence North 89° 45'52" West with the North line of Sec. 3, 1045.98' to the point of beginning.	40.00	D-051900 10-1-43	{Portion #2..... 76.8750% Interest Tide Water Assoc. Oil Co.....100.0000}	
70	Everett Rector	P-2	Lot 5, Sec. 2; Lots 2 and 3, Sec. 3—T1N—R102W; Lots 3, 4 and 5, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 34; Lots 6, 7 and 8 Sec. 35—T2N—R102W.	285.52	9-4-43	{Cecil V. Gros, L. E. Jones and Willa C. Rector, Trustees..... 80.0000 H. C. Bretschneider..... 10.0000 Viva H. Osborne..... 2.0000 Milner Oil Co..... 4.0000 Maybell Machris..... 4.0000}	
71	Associated "B"	O-2	A parcel of land lying in Lot 9 of Sec. 4 and Lots 6 and 7 of Sec. 3 according to resurvey of T1N—R102W, Sixth Principal Meridian, more particularly described as; Beginning at the Northwest corner of Lot 9 of said Sec. 4, thence East along the North line of said Lot 9 of Sec. 4 and the North line of Lot 7 of Sec. 3 to the most Northerly Northeast corner of said Lot 7, thence East through said Lot 6 of Sec. 3 to the East line of said Lot 6 of Sec. 3, thence South with the East lines of Lots 6 and 7 of Sec. 3 to the Southeast corner of said Lot 7, thence West along the South line of Lot 7 of Sec. 3 to a point which is South of the most Southerly Southwest corner of Lot 6 of Sec. 3, thence North to the most Southerly Southwest corner of Lot 6 of Sec. 3, thence Westerly to the West line of Lot 9 of Sec. 4, thence North along the West line of said Lot 9 of Sec. 4, to the point of beginning.	119.28	5-23-45	Tide Water Assoc. Oil Co.....100.0000	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
{Wasatch Oil Refining Co. Idaho Refining Co. The Sharples Oil Corp. None	{Erskine R. Myer..... John R. Coen.....	{1.0000 1.0000	{Phillips Petroleum Co.—Op..... The Sharples Oil Corp..... Union Pacific Railroad Co.....	{16.2500 16.2500 67.5000	.295238	66
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	F. V. Larson.....	2.5000	Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.)	100.0000	.144518	67
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	F. V. Larson.....	2.5000	Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.)	61.5625	.075406	68
{Pan-American Petr. Corp. (Formerly Stanolind O. & G. Co.) Tide Water Assoc. Oil Co.	Portion #1 Portion #2 None		Tide Water Assoc. Oil Co.....	38.4375		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	F. V. Larson.....	2.5000	Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.)	61.3250	.092277	69
{Pan-American Petr. Corp. (Formerly Stanolind O. & G. Co.) Tide Water Assoc. Oil Co.	Portion #1 Portion #2 None		Tide Water Assoc. Oil Co.....	38.6750		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	Thelma N. Wethington..... A. F. Allen..... Joe T. Juhan (Note #7)..... Helen Ann Coates..... Reese L. Milner..... C. E. Massac..... W. E. Weyrauch..... Thelma N. Wethington, Gdn. of James Doyle, Billie L. Doyle and Ilene Doyle..... Frank A. Larson..... Beulah V. Foster..... Fairhaven Oil Corp..... Dorothy S. Larrabee..... William J. Brown..... Cecilia Herrmann..... Henrietta L. Beste..... Harold W. Crosby.....	.1305 .9628 .1436 .4309 .5000 .0756 .2783 .1305 .3477 1.5000 .3250 .0250 .0250 .0250 .0250 .0500	{Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.) Utah Oil & Refining Co..... Husky Oil Co..... George E. Cameron (CWI)..... Arthur A. Cameron (CWI)..... Mrs. William Pfau (CWI)..... Jean Trousedale (CWI).....	{23.4375 7.8125 31.2500 12.6562 18.7500 1.8750 4.2188	.829150	70
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	None		{Pan-American Petroleum Corp.—Op..... (Formerly Stanolind Oil & Gas Co.) Tide Water Assoc. Oil Co.....	{50.0000 50.0000	.000000	71

Exhibit "B"

188 PAGE 249

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
72	Hildenbrandt	O-2	Commencing at a point on the West boundary line of Lot 8, Sec. 3—T1N—R102W, 662.6' South Northwest Corner of said Lot; thence East a distance of 342.2' more or less to center line of White River; thence Northeasterly along the center line of White River to a point where said center line intersects the North boundary line of said Lot 8; thence Westerly a distance of 565' more or less to the Northwest Corner of said Lot 8; thence South along West boundary of said Lot 8, 662.6' to the point of beginning.	6.91	5-26-48	I. L. Hildenbrandt and Carrie B. Hildenbrandt.....	100.0000
73	Unknown	O-1	Beginning at a point on the West boundary line of Lot 8, Sec. 3—T1N—R102W 662.6' South of the Northwest Corner of said Lot, Thence South along West line of said Lot 8 to the center line of White River, thence Northeasterly with the center of White River to a point due East of the point of beginning, thence due West to the point of beginning.	2.30	Unknown	Unknown	
74	Gent	P-1	NW¼ of NW¼ Sec. 10; SW¼ of SW¼ Sec. 3; NE¼ of NE¼ Sec. 9 and SE¼ of SE¼ Sec. 4—T1N—R102W containing 160 acres described in original survey under which patent is issued and being described in the corrected survey as CE-950 or Lot 8, Sec. 3—T1N—R102W and containing 155.92 acres, more or less; except a parcel of land in the Northwest corner of Lot 8, Sec. 3—T1N—R102W containing 9.21 acres, more or less. Said 9.21 acres being bound on the North and West by boundary line of Lot 8, and bound on the South and East by the center line of White River.	146.71	10-10-38	(Suspense (R. D. White, Ct. Clk.) 2.7600 Henry Reeves Gentry..... 14.9375 James C. Gentry..... 14.9376 First National Bank of Meeker for the Account of Wm. W. Gentry..... 14.9375 Henrietta G. Higgins..... 14.9376 L. E. Jones..... 7.6120 Elsie Ida May Gentry..... 14.9376 I. L. Quiat..... 7.4688 Dr. Sam Silverberg..... 7.4688)	
75	Levison	Q-5	E½ SE¼ Sec. 22; S½ SW¼ Sec. 23; W½, W½ E½ Sec. 26; E½ E½ Sec. 27—T2N—R102W	800.00	D-052561 1-1-44	U. S. A.....	100.0000

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
A. B. Cobb and E. M. Stringer	None		Mary L. Cobb, Administratrix, and E. M. Stringer.....	100.0000	.877185	72
Unknown	Unknown		Unknown		.002127	73
L. E. Jones and C. R. Stoffer	None		{Phillips Petroleum Co.—Op..... 50.0000} {E. M. Stringer (CWI) (Suspense)..... 50.0000}		.204557	74
{Nellie Ione Gray Evlyn M. Levison }	Nellie Ione Gray..... 1.2500 University of Texas..... .9375 Stuart W. McLaughlin, Adm. . .3125 Charles W. Banta..... .0039 Henry W. Connor..... .0068 Frank Delaney..... .7981 Harry A. Dutton, Jr..... .0641 Leona Rector Hinricks..... .0820 Eleanor Haskins..... .0003 Mrs. Barbara Jean Hunter..... .0820 Mrs. Olive O. Johnston..... .0020 Joe T. Juhan (Note #7)..... .5713 Carrie Knowles..... .0610 Ruby Rector Kirby..... .0820 Lindsay & Larwill..... .0058 R. F. Magor, III..... .2014 Cordelia Miller..... .0020 Marion P. McGlinn..... .0204 Ambrose Oldland..... .1968 Walter Oldland..... .0610 Gerald Oldland..... .0610 Ernest Oldland..... .0610 Mrs. Avis Neal Roemer..... .0044 Anna C. Rees..... .0039 James Richard Rector..... .0410 Richard Rector..... .0410 Lillian Stevenson..... .0039 Bennett C. Shideler..... .0020 Robert W. Shideler..... .0025 Walter M. Shideler..... .0025 Joseph J. Shideler..... .0025 (Continued on next page)		Phillips Petroleum Co.—Op.....	100.0000	2.195766	75

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
75	Levison Continued						
76	W. H. Coltharp "A"	Q-3	Lot 4 Sec. 2—T1N—R102W; Lot 4 Sec. 35—T2N—R102W	157.13	5-27-43	{Oral Coltharp, Executrix..... 47.5000 Oral Coltharp..... 12.5000 Ella Coltharp Preas..... 20.0000 Edward Hugh Coltharp..... 20.0000 Martha Coltharp Caywood..... 11.1111 Gerald Coltharp..... 5.5556 Cora E. Coltharp..... 5.5556 Zinnie Coltharp Goss..... 11.1111 Sanford Elbert Green and Glen Ray Green, Executors 11.1111 Grace L. Williams..... 11.1111 Florence E. Coltharp, Execu- tor of Estate of Roy Adair Coltharp, Deceased..... 11.1111 Ray Lowry Coltharp..... 11.1111 Bertha L. Crosby..... 1.5625 Bertha L. Crosby and Harold Crosby, Executors 3.1250 Harold Crosby..... 3.1250 Bertha Coltharp Graham..... 3.1111 Marguerite J. Madsen..... 11.1111 James D. Corbett..... .0625 Nelle P. Brower..... .1250	
77	J. E. Coltharp	R-3	Lot 4 Sec. 1; Lot 2 Sec. 2—T1N— R102W; Lot 2, Sec. 35; Lot 7 Sec. 36—T2N—R102W	157.10	9-7-43	{Harvey E. Hefley..... 50.0000 Mary E. Hefley..... 50.0000 Kinney-Coastal Oil Co..... 25.0000 Argo Oil Corporation..... 25.0000 Georgiana E. White..... 25.0000 I. L. Hildenbrandt..... 25.0000 Oral Coltharp, Executrix..... 30.0000 Edward Hugh Coltharp..... 10.0000 Ella Coltharp Preas..... 10.0000 Arminta May Gross..... 16.6667 James R. Coltharp..... 16.6667 Frank Delaney..... 16.6666	
78	Mary E. Hefley	Q-2	Lot 6 Sec. 2; Lot 1 Sec. 3—T1N— R102W	157.53	5-29-43	{Oral Coltharp, Executrix..... 30.0000 Edward Hugh Coltharp..... 10.0000 Ella Coltharp Preas..... 10.0000 Arminta May Gross..... 16.6667 James R. Coltharp..... 16.6667 Frank Delaney..... 16.6666	
79	G. E. White	R-2	Lot 3 Sec. 2—T1N—R102W	78.91	3-10-43	{Oral Coltharp, Executrix..... 30.0000 Edward Hugh Coltharp..... 10.0000 Ella Coltharp Preas..... 10.0000 Arminta May Gross..... 16.6667 James R. Coltharp..... 16.6667 Frank Delaney..... 16.6666	
80	W. H. Coltharp "B"	R-2	West 20.77 acres of Lot 3 Sec. 1; Lot 1 Sec. 2—T1N—R102W	39.80	5-27-43	{Oral Coltharp, Executrix..... 30.0000 Edward Hugh Coltharp..... 10.0000 Ella Coltharp Preas..... 10.0000 Arminta May Gross..... 16.6667 James R. Coltharp..... 16.6667 Frank Delaney..... 16.6666	
81	Hefley	Q-1	Lot 7 Sec. 2; Lot 9 Sec. 3—T1N— R102W	157.95	4-20-43	{Mary E. Hefley and Harvey E. Hefley..... 100.0000	
82	Newton-Gov't.	Q-1	That portion of Lot 9 of Sec. 2, T1N—R102W described as, begin- ning at the Northeast corner of Lot 9 of said Sec 2, thence in a Westerly direction to the most Northerly Northwest corner of said Lot 9, thence in a Southerly direction to the Southeast corner of Lot 7 of said Sec. 2, thence in an Easterly direction to the East line of Lot 9 of said Sec. 2, thence North along the East line of said Lot 9 to the point of beginning.	39.92	D-033804 1-17-40	U. S. A..... 100.0000	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
	Frances M. Shideler..... .0025 Byron H. Shideler..... .0025 John Chester Smith..... .0022 Glenn F. Trachta..... .1230 A. D. Voorhies..... .0525 Ellen M. Voorhies..... .0525 Mrs. Estelle Connor Wait..... .0068 Mrs. Ruth Connor Wills..... .0068 Elizabeth R. Welton..... .0059 Edward T. Williams..... .0013 Thomas Edward Williams..... .0013 Dixie Wittstruck..... .2014 Cecilia H. Young..... .0610 Thomas A. Young..... .0610 Iris Zaun..... .2328					75
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Standard Oil Co.....	1.3125	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.551004	76
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.) et al	{Oral Coltharp..... 1.0000 John W. Snyder and Mary E. Snyder..... 2.5000}		{Pan-American Petroleum Corp.—Op..... 23.4375 (Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co..... 7.8125 Husky Oil Co..... 31.2500 George E. Cameron (CWI)..... 16.8750 Arthur A. Cameron (CWI)..... 18.7500 Mrs. William Pfau (CWI)..... 1.8750}		.321096	77
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.382874	78
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	L. E. Jones.....	2.5000	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.121129	79
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	School District #4.....	.6250	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.002623	80
Superior Oil Co.	{John Bockhold..... 1.0000 Helen B. Wingren, Adminis- tratrix of the Estate of Earle F. Wingren..... .5000 John R. Stewart..... .2500}		{Mary L. Cobb, Administratrix, and E. M. Stringer—Op..... 50.0000 Superior Oil Co..... 50.0000}		.204102	81
John Bockhold	None		{Phillips Petroleum Co.—Op..... 50.0000 Newton Oil Co. (CWI) (Suspense)..... 50.0000}		.017531	82

Exhibit "B"

188-253

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
84	Hagood Unit	R-2	Beginning at most Northerly Northwest corner of Lot 8, Sec. 2—T1N—R102W, thence South 1320' to Southeast corner, Lot 3, Sec. 2, thence S 89°34' E 1320.81' to Northwest corner of Lot 11, Sec. 1—T1N—R102W, thence N 0°28' West 1330.11' to a point on the North line of Lot 5, Sec. 1, thence West 1309.77' to place of beginning.	39.70	D-051900 10-1-43 D-052264 6-1-45	{Portion #1..... 48.5500% Interest U. S. A..... 100.0000 Portion #2..... 51.4500% Interest U. S. A..... 100.0000}	
85	M. B. Larson "D"	S-6	NW¼ NW¼, S½ NW¼ Sec. 25; E½ NE¼ Sec. 26—T2N—R102W	200.00	D-052241 6-1-45	U. S. A.....	100.0000
86	M. B. Larson "C"	S-5	SW¼ Sec. 25—T2N—R102W	160.00	D-052241 6-1-45 D-053979	U. S. A.....	100.0000
87	Gustave Nikkel "A"	T-5	W½ SE¼, SE¼ SE¼ Sec. 25—T2N—R102W	120.00	D-055896 4-1-44	U. S. A.....	100.0000
88	F. V. Larson "B"	S-4	Lot 1, Lot 3, Lot 5, E½ NE¼ Sec. 35; E½ SE¼ Sec. 26; Lot 4, Lot 5, Lot 6, NW¼ Sec. 36—T2N—R102W	469.28	D-051900 10-1-43	U. S. A.....	100.0000
89	Weyrauch	T-4	Lot 3, W½ NE¼ Sec. 36—T2N—R102W	93.04	D-051978 10-1-44	U. S. A.....	100.0000
90	Weyrauch "A"	T-4	NE¼ NE¼ Sec. 36—T2N—R102W	40.00	D-051978 10-1-44	U. S. A.....	100.0000
91	M. B. Larson "D"	T-4	Lot 1, SE¼ NE¼ Sec. 36—T2N—R102W	53.04	D-052241 6-1-45	U. S. A.....	100.0000
92	W. H. Coltharp "C"	S-3	Lot 8 Sec. 36—T2N—R102W; North 14 acres of Lot 3 Sec. 1—T1N—R102W	39.82	5-27-43	{Oral Coltharp, Executrix..... 30.0000 Armenta May Gross..... 16.6667 James R. Coltharp..... 16.6667 Frank Delaney..... 16.6666 Ella Coltharp Preas..... 10.0000 Edward Hugh Coltharp..... 10.0000}	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	Portion #1		Pan-American Petroleum Corp.—Op.....	100.0000	.077646	84
	F. V. Larson.....	2.5000				
	Portion #2					
	L. N. Hagood.....	2.5000				
Miles B. Larson	Cecil C. Larson.....	1.0000	Phillips Petroleum Co.—Op.....	100.0000	.324459	85
	Frederick H. Larson.....	1.0000				
	Kelvin K. Larson.....	1.0000				
	Miles B. Larson.....	1.0000				
Miles B. Larson	Cecil C. Larson.....	1.0000	{ Phillips Petroleum Co.—Op..... 66.6667 The Sharples Oil Corp..... 33.3333 }		.353398	86
	Frederick H. Larson.....	1.0000				
	Kelvin K. Larson.....	1.0000				
	Miles B. Larson.....	1.0000				
{ Pan-American Petr. Corp. (Formerly Stanolind O. & G. Co.) Husky Oil Co. }	Ira L. Quiat.....	.2500	{ Pan-American Petroleum Corp.—Op..... 37.5000 Utah Oil Refining Co..... 12.5000 Husky Oil Co..... 50.0000 }		.066683	87
	Rose Pepper.....	.7500				
	Acct. of Peggy Pepper Schier	.2500				
	Gerald B. & Martha Irene					
	Buckles.....	.0130				
	C. Z. & Gladys W. Buckles.....	.0260				
	Vern C. Buckles.....	.0130				
	Joe C. Buckles.....	.0130				
	U. I. Smith.....	.0673				
	Orville Force.....	.0289				
	Edith N. & O. A. Sidwell.....	.0833				
	M. H. Chamberlin.....	.0729				
	B. E. Chamberlin.....	.0729				
	Berton E. Chamberlin, Jr.....	.0208				
	Virginia W. Hill, Executrix.....	1.2500				
	Grant Taggart, Trustee.....	1.2500				
	Joe T. Juhan (Note #7).....	.1070				
	Phillip Shaiman.....	.0780				
	Guy J. McCune.....	.4039				
	Morton M. Pepper.....	.2500				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	F. V. Larson.....	2.5000	Pan-American Petroleum Corp.—Op.....	100.0000	1.080377	88
W. E. Weyrauch	Virginia M. Colvin.....	.2500	{ The Sharples Oil Corp.—Op..... 50.0000 Phillips Petroleum Co..... 50.0000 }		.098537	89
	Virginia W. Hill, Executrix.....	2.0000				
	Charles M. Holmes.....	.1250				
	Silmon Smith.....	.1250				
	W. E. Weyrauch.....	1.5000				
	W. E. Weyrauch.....	.5079				
	Frank A. Larson.....	.4102				
	C. E. Massae.....	.0819				
W. E. Weyrauch	Virginia M. Colvin.....	.2500	Phillips Petroleum Co.—Op.....	100.0000	.065524	90
	Virginia W. Hill, Executrix.....	2.0000				
	Charles M. Holmes.....	.1250				
	Silmon Smith.....	.1250				
	W. E. Weyrauch.....	1.5000				
	W. E. Weyrauch.....	.5079				
	Frank A. Larson.....	.4102				
	C. E. Massae.....	.0819				
Miles B. Larson	Cecil C. Larson.....	1.0000	Phillips Petroleum Co.—Op.....	100.0000	.036618	91
	Frederick H. Larson.....	1.0000				
	Kelvin K. Larson.....	1.0000				
	Miles B. Larson.....	1.0000				
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....	100.0000	.080904	92

Exhibit "B"

188 PAGE 235

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
93	L. B. Walbridge	T-3	SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 2—T1N—R102W as described in the original survey of said Township: For identification under the resurvey said SE $\frac{1}{4}$ NE $\frac{1}{4}$ becomes 39.79 acres comprised of the West 26 acres of Lot 9 Sec. 36—T2N—R102W and the West 13.79 acres of Lot 1 Sec. 1—T1N—R102W	39.79	6-1-43	{Argo Oil Corp..... 20.0000 W. H. Coltharp, Jr. and Faun Coltharp (Pledged to Albert L. Linger)..... 80.0000}	
94	Ernest Oldland	T-3	Commencing, according to the official plat of resurvey, at a point 160' West of Corner No. 1 of the metes & bounds survey of C. E. 838 and DLE 127, Darius B. Chase; thence West 37.69 chains, more or less, along the North boundaries of said C. E. 838 and DLE 127 to Corner No. 2 of said C. E. 838 and DLE 127 to Corner No. 2 of said metes and bounds survey; thence South 20 chains to Corner No. 3 of said metes and bounds survey; thence South 20 chains, more or less, to the intersection with the South boundary of said Entry at a point identical with Corner No. 7 of C. E. 1130, James W. Harrison; thence North 89°55' East 39.96 chains, more or less, to Corner No. 6 of said C. E. 838; thence North along the East line of said C. E. 838 20.09 chains, more or less, to a point 1320 feet South of said Corner No. 1 of said C. E. 838; thence West 147'; thence North 5°28' West 1320', more or less, to the place of beginning, and being in Sec. 36—T2N—R102W, Sec. 1—T1N—R102W, Sec. 6—T1N—R101W, Sec. 31—T2N—R101W.	156.07	Perpetual Mineral Interest 2-6-46	{Argo Oil Corp..... 60.0000 Tyson Dines..... 40.0000}	
95	L. B. Walbridge	S-2	NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 2—T1N—R102W as described in the original survey of said Township: For identification under the resurvey NW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 2 becomes 40 acres more or less out of Lot 3, Sec. 1—T1N—R102W, more particularly described as follows, to wit: Beginning at the Southeast corner of Lot 4, Sec. 1—T1N—R102W; thence Easterly 20 chains more or less to the Southwest corner of Lot 1 Sec. 1—T1N—R102W; thence Southerly 20 chains more or less to the Northeast corner of Lot 5, Sec. 1—T1N—R102W; thence West 20 chains; thence Northerly 20 chains more or less to the point of beginning.	39.82	6-1-43	{Argo Oil Corp..... 20.0000 Albert Linger (Rever- sionary)..... 80.0000}	
96	Walbridge Unit	T-2	East 40 acres of Lot 3, Sec. 1—T1N—R102W	40.00	6-1-43	{Portion #1..... 94.3750% Interest Argo Oil Corp..... 20.0000 W. H. Coltharp, Jr. and Faun Coltharp (Pledged to Albert L. Linger)..... 80.0000}	
					3-19-48	{Portion #2..... 5.0000% Interest Arminta M & W. F. Gross.... 33.3333 James R. & Venna Coltharp.. 33.3333 Frank Delaney 33.3334}	
					11-12-46	{Portion #3..... .6250% Interest Fred A. & Suzie P. Nichols..100.0000}	
97	Purd	T-2	N $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 1—T1N—R102W, known as CE 1396 under Government resurvey consisting of Lot 1 Sec. 6—T1N—R101W and Lot 2 Sec. 1—T1N—R102W	78.94	10-25-44	James W. Purdy.....100.0000	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....100.0000 (Formerly Stanolind Oil & Gas Co.)		.956341	93
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....100.0000 (Formerly Stanolind Oil & Gas Co.)		.235894	94
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	None		Pan-American Petroleum Corp.—Op.....100.0000 (Formerly Stanolind Oil & Gas Co.)		.063727	95
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{Arminta M. & W. F. Gross.... .8333} James R. & Venna Coltharp.. .8333 Frank Delaney..... .8334		Pan-American Petroleum Corp.—Op.....100.0000 (Formerly Stanolind Oil & Gas Co.)		.936900	96
Wasatch Oil & Refining Co.	None		Phillips Petroleum Co.—Op.....100.0000		.970610	97

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
98	Hagood "B"-A	S-2	A parcel of land lying in Lot 5 of Sec. 1 of the resurvey of T1N—R102W Sixth Principal Meridian, more particularly described as; Beginning at the Northeast corner of Lot 5 of said Sec. 1, thence South to the most Easterly Southeast corner of Lot 5 of Sec. 1, thence West along line between Lots 5, 10 and 11 of said Sec. 1, 19.86 chains, thence North to the North line of Lot 5 of said Sec. 1, thence East along North line of Lot 5 of said Sec. 1 to point of beginning.	39.72	D-052264 6-1-45	U. S. A.....	100.0000
99	Chase Unit	S-1	Lot 6, Sec. 1—T1N—R102W	40.00	12-7-44 5-1-45 7-5-44 6-11-45	[Portion #1..... 91.2500% Interest Lee S. and Catherine Z. Chase 76.0000 John E. Wix..... 12.0000 Iva Hildreth Sheridan..... 12.0000 [Portion #2..... 2.5000% Interest Fred Nichols et ux..... 100.0000 [Portion #3..... 5.0000% Interest Stanolind Oil & Gas Co..... 100.0000 [Portion #4..... 1.2500% Interest Venna Coltharp..... 100.0000	
100	L. N. Hagood "B"-A	T-2	Lot 7 and 8, Sec. 1—T1N—R102W	39.75	D-052264 6-1-45	U. S. A.....	100.0000
101	L. N. Hagood "B"-B	T-1	A parcel of land comprising portion of Lot 9 and portion of NE¼ of SE¼ of Sec. 1 according to the resurvey of T1N—R102W, 6th Principal Meridian, more particularly described as; Beginning at the Southwest corner of Lot 7 of said Sec. 1, thence South along the West line of Lot 9 of said Sec. 1 to the Southeast corner of Lot 6 of said Sec. 1, thence East to the East line of NE¼ of SE¼ of said Sec. 1, thence North along East line of NE¼ of SE¼ of said Sec. 1 to the Southeast corner of Lot 8 of said Sec. 1, thence West along the South line of Lots 8 and 7 of said Sec. 1 to the point of beginning.	19.39	D-052264 6-1-45	U. S. A.....	100.0000
102	M. J. Garber	U-4	A parcel of land lying in Lots 2 and 3 of Sec. 31 according to the resurvey of T2N—R101W Sixth Principal Meridian, more particularly described as; Beginning at the Southwest corner of Lot 3 of said Sec. 31, thence East to the Southeast corner of said Lot 3, thence North along line between Lots 2, 3 and 11 of said Sec. 31 to the Northwest corner of Lot 11 of said Sec. 31, thence West to the West line of Lot 2 of said Sec. 31, thence South along West line of Lot 2 and Lot 3 of said Sec. 31 to the point of beginning.	19.80	D-054382 5-1-47	U. S. A.....	100.0000
103	J. E. Pepper "A"	U-3	Lot 11 and 4 acres out of Lot 4 Sec. 31—T2N—R101W	110.52	2-14-44	[Joseph E. Pepper..... 45.0000 Jeanne E. Reeves..... 10.5000 Nancy Evans Modesitt..... 10.5000 Esther G. Quiat..... 10.0000 Guy J. McCune..... 24.0000	

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	L. N. Hagood.....	2.5000	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.046439	98
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{George C. Vance..... .5000 Oral Coltharp, Executrix..... .5000 Waldo E. Rennie..... .5000}		Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.095431	99
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	L. N. Hagood.....	2.5000	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.101475	100
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	L. N. Hagood.....	2.5000	Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.099432	101
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{Margaret Garber..... 1.0000 Edith Mulling..... 1.0000 F. V. Larson..... 2500 Betty H. Larson..... .7500}		Pan-American Petroleum Corp.—Op.....	100.0000 (Formerly Stanolind Oil & Gas Co.)	.064349	102
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{Virginia W. Hill, Executrix..... 1.5000 Grant Taggart, Trustee..... 1.0000}		{Pan-American Petroleum Corp.—Op..... 37.50000 (Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co..... 12.5000 Husky Oil Co..... 50.0000}		.035728	103

Exhibit "B"

188-239

Tract No.	TRACT NAME	Map Coordinates	TRACT DESCRIPTION	No. Acres	Serial No. and Effective Date of Lease	CONTRACTUAL BASIC ROYALTY	
						Ownership	Percentage
104	C. E. Hill "A"	U-3	A parcel of land lying in Lots 12 and 14 of Sec. 31 of the resurvey of T2N-R101W, Sixth Principal Meridian, more particularly described as; Beginning at the Southwest corner of Lot 14 of Sec. 31 of said resurvey, thence North 1320', thence East 1320', thence South to the South line of Lot 14 of said Sec. 31, thence in a Westerly direction with the South line of said Lot 14 to the point of beginning.	40.00	8-9-43	{Guy J. McCune..... 20.0000 C. Harry Hill..... 16.0000 Don F. Hill..... 40.0000 Hazen Exeter..... 8.0000 C. Harry and Meiba Ellen Hill..... 16.0000}	
			TOTAL ACREAGE.....			19,153.00	

SCHEDULE OF U. S. GOVERNMENT LANDS

Federal Serial Number	LEASE NAME	Lease Operator	Numbers of Component Tracts	Total Acreage	Total Federal Acreage
D-032675-A } D-032675-B }	A. C. McLaughlin Cons.	California	14,17	1840.00	1840.00
D-032683-A } D-032683-B }	Raven A	California	39	160.00	160.00
	Raven B	California	38	80.00	80.00
D-032687 } D-032687 }	C. T. Carney et al	Texas	48,57,65	760.00	760.00
	Carney Unit	Texas	71.7% of 58	40.00	28.68
D-032703-A } D-032703-B }	Henry Gray A	California	31	352.84	352.84
	Henry Gray B	California	34,35	632.84	632.84
D-033586 } D-033720 }	L. N. Hagood A	Stanolind	18	320.00	320.00
	Essie A. Neal	California	32	160.00	160.00
D-033804 } D-033804-B }	Newton Gov't.	Phillips	82	39.92	39.92
D-055094 } D-051174 }	Newton Assoc. Unit D	Stanolind	21.2405% of 62	39.50	8.39
	Beezley	Phillips	12	80.00	80.00
D-051529 } D-051900 }	C. R. Stoffer	Stanolind	19,21	160.00	160.00
	F. V. Larson	Stanolind	67,88	507.53	507.53
D-051900 } D-051900 }	Assoc. Larson Unit A	Stanolind	23.125% of 68	40.00	9.25
	Assoc. Larson Unit B	Stanolind	22.65% of 69	40.00	9.06
D-051900 } D-052264 }	Hagood Unit	Stanolind	84	39.70	39.70
D-051978 } D-052188 }	Weyrauch	Ph-Sharples	89,90	133.04	133.04
	F. A. Larson	Stanolind	3	80.00	80.00
D-052241 } D-052264 }	M. B. Larson	Phillips	20,22,85,86,91	493.04	493.04
	L. N. Hagood B-A	Stanolind	98,100	79.47	79.47
D-052264 } D-052265 }	L. N. Hagood B-B	Stanolind	101	19.39	19.39
	Mary C. Hagood	Stanolind	5,10	400.00	400.00
D-052474 } D-052489 }	Carrie Larson	Stanolind	4	40.00	40.00
	William P. Mellen #1	California	2	80.00	80.00
D-052489 } D-052538 }	William P. Mellen #2	California	1	40.00	40.00
	Sterling B. Lacy	Stanolind	27	160.00	160.00
D-052561 } D-053334 }	Levison	Phillips	75	800.00	800.00
	M. B. Larson "B"	Stanolind	11	40.00	40.00
D-053975 } D-053980 }	Dorothy F. Rooth	Continental	6	40.00	40.00
	M. B. Larson A & C	Stanolind	7,8,9,13	240.00	240.00
D-054382 } D-055094 }	M. J. Garber	Stanolind	102	19.80	19.80
	Newton Assoc. Unit A	Stanolind	23.7408% of 61	39.51	9.38
D-055094 } D-055094 }	Newton Assoc. Unit B	Stanolind	23.7914% of 60	39.51	9.40
	Newton Assoc. Unit C	Stanolind	16.1520% of 59	39.50	6.38
D-055094 } D-055896 }	Newton Assoc. Unit D	Stanolind	62	(See Serial No. 033804-B)	
	Gustave Nikkel A	Stanolind	87	120.00	120.00
TOTAL				8195.59	7998.11

LESSEE OF RECORD	OVERRIDING ROYALTY		WORKING INTEREST		Tract Percentage Participation	Tract No.
	Ownership	Percentage	Ownership	Percentage		
Pan-American Petr. Corp. (Formerly Stanolind Oil & Gas Co.)	{ Virginia W. Hill, Executrix..... 1.5000 United Oil Prod. Co..... 1.0000 }		{ Pan-American Petroleum Corp.—Op..... 37.5000 (Formerly Stanolind Oil & Gas Co.) Utah Oil Refining Co..... 12.5000 Husky Oil Co..... 50.0000 }		.016371	104
TOTAL.....				100.000000		

NOTES:

- All references to section, township, range and lot lines appearing in the above tract descriptions are based, unless otherwise specified, on the resurvey of the said township, which resurvey was accepted by the General Land Office on February 8, 1907.
- CWI, as it appears adjacent to the names of working interest owners hereinabove, designates a carried working interest.
- Op., as it appears adjacent to the name of one working interest owner for each tract, designates the operator of such tract.
- Tracts, as they appear herein and in Exhibit "A" to this agreement, have been designated and described based on individual lease and individual fee ownership but modified wherever:
 - Previously formed drilling units existed.
 - Under different portions of a lease diversity of ownership existed either of basic royalty, overriding royalty or working interest.
 - Royalty provisions differed on separate portions of a lease.
 - Any such lease or fee ownership covered non-contiguous portions of land; a corner contact was not considered to make the two portions contiguous.
 - The extent of any such lease or fee ownership was reduced by the limits of the unit area.
- In the case of communitized tracts, basic royalty ownerships are set up according to the portions of the tract from which they derive. Thus, a forty (40) acre tract, such as the Rigby, comprising two separately owned twenty (20) acre portions will show the ownerships by Portions No. 1 and No. 2 in terms of one hundred percent (100%) of the royalty under each portion.
- Stuart W. McLaughlin has transferred 70% of his working interest in Tracts 24, 25, 26, 43, 49 and 51 to the U. S. Bank of Denver for the Account of Alpha Oil Co.
- Joe T. Juhan has pledged his Royalty Interest in Tracts 14, 16, 17, 23, 24, 26, 29, 30, 43, 48, 57, 58, 65, 70, 75 and 87 to the Denver National Bank.
- George E. Cameron has pledged his working interest in Tract 18 to National Bank of Tulsa.
- Arthur A. Cameron has assigned one-third ($\frac{1}{3}$) of his working interest in Tract 18 to Jay Simmons, and it has been pledged to the Republic National Bank of Dallas.
- The owners of overriding royalty interests in the Carney Lease, Tracts 48, 57, 58 and 65 are:

NAME	Percentage	NAME	Percentage	NAME	Percentage
Charles W. Banta.....	.0095	Ernest Oldland .....	.1489	Lillian Stevenson .....	.0095
Wallace K. Coates.....	.2000	Gerald Oldland .....	.1489	Mrs. Glenn Florence Trachta.....	.1500
Henry W. Conner.....	.0177	Walter Oldland .....	.1489	A. D. Voorhies.....	.0525
Frank Delaney.....	.1657	James Richard Rector.....	.0667	Ellen M. Voorhies.....	.0525
Leona Rector Hinricks.....	.0666	Anna Rees.....	.0095	Estelle Conner Wait.....	.0176
Marion P. Johnson.....	.0530	Avis Neal Roemer.....	.0053	Elizabeth Welton .....	.0143
Olive O. Johnston.....	.0048	Bennett C. Shideler.....	.0048	Edward T. Williams.....	.0020
Joe T. Juhan.....	.8849	Byron H. Shideler.....	.0041	Thomas E. Williams.....	.0020
Ruby Rector Kirby.....	.0667	Francis M. Shideler.....	.0041	Ruth Conner Willis.....	.0176
Carrie Knowles.....	.1489	Joseph I. Shideler.....	.0041	Cecelia H. Young.....	.1489
R. F. Magor, Jr.....	.8840	Robert W. Shideler.....	.0041	Thomas A. Young.....	.1489
Cordelia C. Miller.....	.0048	Walter M. Shideler.....	.0041		
Ambrose Oldland .....	.3200	John Chester Smith.....	.0041		
- Emerald Oil Company pursuant to a plan of liquidation adopted by its stockholders, conveyed on December 15, 1951, all of its real property to its stockholders of record at close of business December 14, 1951, in proportion to their ownership of stock, subject, however, to its lease, dated May 23, 1942, in favor of Equity Oil Company, as amended by that certain Agreement, dated as of November 26, 1951, which, in part, provided that the lands in question might be pooled or unitized if approved by (1) proper governmental authority and (2) "Emerald, or, if Emerald has transferred said lands and its interests hereunder, by the record owners of at least an undivided 51/100ths interest in and to said lands". The record owners, as of December 1, 1956, are as follows: (See next page)

Exhibit "B" (Note 11 continued)

NAME	Percentage of Total Royalty	NAME	Percentage of Total Royalty	NAME	Percentage of Total Royalty
Kate F. Adams.....	4.9224	Erma M. Fletcher.....	1.4760	John S. Price.....	2000
Aifton Carter Alder.....	.7584	James Howard Frasher, Jr.....	.1000	John S. and/or	
Karl A. Allen, Administrator of the Estate of Eleanor Hall	.0632	Sally Fried.....	.1528	Margaret M. Price.....	.0248
Ursel Heber Allred.....	.0248	Allie D. Gardner.....	.0096	Margaret Frances Price.....	.8000
Lucille Bodily Anderson.....	.0120	Vera S. Gee.....	.0995	Shirley A. Price.....	.0512
Margaret Cornelia Arentz.....	.2000	Mary Helen Giles.....	.3331	Leda R. Ray.....	.0880
Mary Alice Meagher Arentz.....	.8000	Birchell Goodrich.....	.0608	William W. Ray.....	.1496
Mary K. Arentz.....	.2000	Grant L. Hacking.....	.3443	Muriel W. Remington.....	.3000
Nicholas J. Arentz.....	.2000	J. Ferron Hacking.....	.3443	Bertha Richards.....	.9648
Sam S. Arentz.....	.2000	John G. Hacking.....	.3688	Paul Richards.....	.1232
Sammy Arentz.....	.2000	Junius P. Hacking.....	.3331	Audrey K. Richens.....	.0632
Susan K. Arentz.....	.2000	Leo E. Hacking.....	.3331	Ruth W. Robertson.....	.3000
Helen M. Ashton.....	1.5912	Rulon S. Hacking.....	.1728	Hazel Ashton Robinson.....	.5272
Bank of Vernal		S. Don Hacking.....	.2834	Julia D. Robinson.....	.0608
(Credit of Ada W. Busch).....	.2008	Eloise B. Hadlock.....	.0248	Gedda Young Roth.....	.1000
V. S. Barlow.....	.0120	Ferry L. Hadlock.....	.2000	Edythe B. Shimmin and	
Mable C. Barrus.....	.0300	Richard Hadlock.....	.2400	John R. Shimmin.....	.3080
John Royal Bates and		Isobel Harmston.....	.2464	John R. Shimmin.....	.2496
Reatha Bates.....	.3072	Alton Hatch.....	.2000	Loyd Shimmin and	
Beatrice Beck.....	.0192	Bertha Hill.....	.2248	Edythe B. Shimmin.....	1.9000
Myrtle Beck.....	.0192	Grace E. Hillman.....	.9840	C. R. Showalter.....	.0995
A. Allen Bennion, Administra- tor of the Estate of Ashley		Charles Hirth and		Don Showalter.....	.2891
Bennion.....	1.5584	Cora J. Derry.....	1.4840	Emily J. Siddoway.....	.0616
Bernice Bennion.....	.1000	Fern Houston.....	.8544	Emily J. Siddoway (Interest	
Clyde H. Bennion.....	.1792	James Ivers, Jr.....	.2000	of Lorna S. Broadbent).....	1.0000
Deane M. Bennion.....	.0600	Jimmy Ivers.....	.2000	Emily J. Siddoway (Interest	
E. Leland Bennion.....	.0576	Katherine C. Meagher Ivers.....	.8000	of Marva Batty Hacking).....	.6000
Florence Bennion.....	.1000	Katie G. Ivers.....	.2000	Emily J. Siddoway (Interest	
Glen M. Bennion.....	.0576	Helen A. Jensen.....	.2000	of Elaine S. Richards).....	.2000
John Bennion.....	.6920	Paul Jensen.....	.1896	Emily J. Siddoway (Interest	
Merrill Bennion.....	.4920	Ada M. Johnson.....	.2360	of Fanny S. Stevenson).....	.8000
John Bennion Administrator of the Estate of Roland V.		A. N. Johnson.....	1.5560	Emily J. Siddoway (Interest	
Bennion.....	.1112	A. Theodore Johnson.....	1.2296	of Mary S. Taylor).....	.6000
Ruth Bennion.....	.1232	Mary A. Johnson.....	.4688	Verdin R. Singleton.....	.1968
Stanley Bennion.....	1.2304	Mary W. Johnson.....	.3000	Lucille D. Smith.....	.3032
Josephine M. Bird.....	.4066	Orlan L. Johnson.....	1.0552	Meda C. Speirs.....	.2560
Hilda Bock.....	.1552	Willis Johnson		Leland E. Stevenson.....	.1000
Vilate B. Bradshaw.....	.4088	and Thelma Johnson.....	.1232	John R. Stewart.....	.3296
Mary D. Brown.....	.3024	Erma W. Jones.....	.3000	Elsie L. Stuckey.....	.0120
Lily O. Bushman.....	.0096	Vera C. Jones.....	.8584	Frank L. Stuckey and	
Marie Butler.....	.0200	Minerva Karren.....	.1760	Ruth A. Stuckey.....	.0120
Aurelia Bennion Cahoon.....	.1000	Thomas John Karren.....	.3160	Audrey W. Taylor.....	.1152
John B. Cahoon.....	.4088	Iona W. Leigh.....	.3000	Ona Woolley Taylor.....	.7000
Clement W. Calder,		A. V. Lewis.....	1.0608	Stella Thacker.....	.9648
Executor in the Estate of		Bessie Merle Loader.....	.0300	D'On A. Thomas.....	1.3624
Stella W. Calder.....	.1416	Virgil Loader.....	.4000	Utah State Bank (Interest	
Lucille Calder.....	.4066	Dorothy McCarrel		Maude W. Goodrich).....	.0300
Zelph S. Calder.....	.1232	and Vern McCarrel.....	1.6000	Utah State Bank (Interest	
Grant H. Carpenter.....	.3728	Ardis Y. McCarty.....	.0688	of Rulon S. Hacking).....	.3331
Willet Milton Carpenter		The International Trust Co. &		Utah State Bank (Interest	
or Ruth Carpenter.....	.2552	Anne Tederstrom McComb		W. Wallace Winder).....	.1512
Charles H. Carter and		Co.-Executors of the Estate		Utah State Bank (Interest	
Agnes S. Carter.....	.7792	of Edgar McComb.....	.0352	of J. Rex Winder).....	.1496
Don C. Carter.....	.7576	Katherine T. Meagher.....	.6504	Utah State Bank (Interest	
R. Lawrence Carter		N. J. Meagher, Jr.....	1.8752	of H. W. Woolley).....	.3072
and Nellie Carter.....	.4000	N. J. Meagher and		Alton DeLoy Vernon.....	.1000
Jennie L. Cheney.....	.2000	Katherine T. Meagher.....	7.7208	Alton J. Vernon.....	.5648
Maurine D. Childs.....	.0096	Georgiana Merkley, Adminis- tratrix of the Estate of		Andrew J. Vernon.....	.9720
Elise Rouvoo Christensen.....	1.0000	George A. Merkley.....	2.0952	Belva Merle Vernon.....	.1000
Rouvoo Christensen.....	1.6360	Georgiana Merkley.....	.0688	Glen Karl Vernon.....	.1000
Oral Coltharp.....	.4920	Irma C. Merkley.....	.2680	Grace Vernon.....	.3256
F. E. Colton,		Harold M. Merkley, Adminis- trator of the Estate of John		Ray Leon Vernon.....	.1000
Administrator of the Estate		H. Merkley.....	1.5832	Theda S. Washburn.....	.1948
of Phebe Jane Colton.....	.0632	Morgan Merkley.....	2.2368	Avis E. Weeks.....	.2680
Grace S. Colton.....	1.4768	Parley P. Merkley.....	2.0432	Nellie Whitlock and	
Hattie Y. Johnson Cook.....	.1760	Lois Mortenson.....	.0300	Audrey W. Taylor.....	.4752
E. R. L. Cooper.....	.0096	Hattie D. Munk.....	.3032	Florence H. Williams.....	.3331
Martha Karen Crouse.....	.2448	Mina S. Murdock.....	.0995	Marilyn Price Wilson.....	.0512
Carl A. Curtis.....	.0301	C. J. Neal.....	.6152	E. Joseph Winder.....	.1504
Martin W. Curtis.....	.0300	Essie A. Neal.....	.6152	W. Wallace Winder.....	.1512
Martin W. and		Byron D. Nebeker.....	1.5000	Steven R. Winkel, a minor.....	.1120
Marguerite Curtis.....	.0400	Elizabeth Whitelock Nebeker.....	1.3000	Mary Woodard.....	.0696
Donna Lou Karen Denny.....	.3168	Gladys D. Nelson.....	.0096	Arthur B. Woolley.....	.3000
Ray E. Dillman.....	.2472	Ershel Dilworth Newman.....	.1000	H. Walter Woolley.....	.3000
Samuel R. Dimond.....	.3032	Karen Nebeker Newman.....	.1000	Samuel B. Woolley.....	.3000
Lucilla Eaton and		Karma N. Newman.....	.2496	Karl E. Young.....	.2000
Mable E. Young.....	.1752	Ethel M. Palmer.....	.9648	Zion's Savings Bank &	
Oral F. Elder.....	.6000	Marguerett W. Pearce.....	.3000	Trust Company.....	.6896
Florence Ellsworth.....	.0192	Afton D. Peterson.....	.3032	Zion's Savings Bank & Trust	
Velma Ereksone.....	.1120	Florence B. Plumeau.....	.3640	Company (Trustee for	
J. Wiley Ferrebee.....	1.6920	Boyd Price.....	.0512	Ethel B. Richards).....	1.1112
Joseph Wiley Ferrebee.....	2.0000	Dan Q. Price.....	.0512	Zion's Savings Bank & Trust	
		Duane C. Price.....	.0512	Company (Trustee for	
				Esther B. Stringfellow).....	.9352

CERTIFICATION-DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, under the act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. secs. 181 et seq., and delegated to the Director of the Geological Survey pursuant to Departmental Order No. 2365 of October 8, 1947, 43 CFR section 4.611, 12 F.R. 6784, I do hereby:

A. Approve the attached AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE RANGELY WEBER SAND UNIT AREA, COUNTY OF RIO BLANCO, STATE OF COLORADO.

B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.

C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

Date: _____

Director, United States Geological Survey.