

WEST HEIDELBERG FIELD  
Eutaw Oil Pool  
Jasper County, Mississippi

UNIT AGREEMENT  
West Heidelberg Eutaw W-3 Unit

GULF OIL CORPORATION  
Jackson Production District

Exhibit No.3

52-67-8

# UNIT AGREEMENT

## TABLE OF CONTENTS

Section	Page
Preliminary Recitals.....	1
<b>ARTICLE 1</b>	
<b>DEFINITIONS</b>	
1.1..... Unit Area .....	1
1.2..... Unitized Formation .....	1
1.3..... Unitized Substances .....	2
1.4..... Working Interest .....	2
1.5..... Royalty Interest .....	2
1.6..... Royalty Owner .....	2
1.7..... Working Interest Owner .....	2
1.8..... Tract .....	2
1.9..... Unit Operating Agreement .....	2
1.10..... Unit Operator .....	2
1.11..... Tract Participation .....	3
1.12..... Unit Participation .....	3
1.13..... Outside Substances .....	3
1.14..... Oil and Gas Rights .....	3
1.15..... Unit Operations .....	3
1.16..... Unit Equipment .....	3
1.17..... Unit Expense .....	3
1.18..... Singular and Plural-Gender .....	3
<b>ARTICLE 2</b>	
<b>EXHIBITS</b>	
2.1..... Exhibits .....	3
2.1.1 Exhibit A: Tracts and Tract Participation .....	4
2.1.2 Exhibit B: Map of Unit Area.....	4
2.2..... Reference to Exhibits .....	4
2.3..... Exhibits Considered Correct .....	4
2.4..... Correcting Errors .....	4
2.5..... Filing Revised Exhibits .....	4
<b>ARTICLE 3</b>	
<b>CREATION AND EFFECT OF UNIT</b>	
3.1..... Oil and Gas Rights Unitized .....	4
3.2..... Personal Property Excepted.....	5
3.3..... Amendment of Leases and Other Agreements .....	5
3.4..... Continuation of Leases and Term Royalties .....	5
3.5..... Titles Unaffected by Unitization .....	5
3.6..... Injection Rights .....	5
3.7..... Development Obligation .....	6
<b>ARTICLE 4</b>	
<b>PLAN OF OPERATIONS</b>	
4.1..... Unit Operator .....	6
4.2..... Operating Methods .....	6
4.3..... Change of Operating Methods .....	6

Section	Page
<b>ARTICLE 13</b>	
<b>CHANGE OF TITLE</b>	
13.1.....Covenant Running With the Land .....	14
13.2.....Notice of Transfer .....	14
13.3.....Waiver of Rights to Partition .....	15
<b>ARTICLE 14</b>	
<b>RELATIONSHIP OF PARTIES</b>	
14.1.....No Partnership .....	15
14.2.....No Sharing of Market .....	15
14.3.....Royalty Owners Free of Costs .....	15
14.4.....Information to Royalty Owners.....	15
<b>ARTICLE 15</b>	
<b>LAWS AND REGULATIONS</b>	
15.1.....Laws and Regulations .....	15
<b>ARTICLE 16</b>	
<b>FORCE MAJEURE</b>	
16.1.....Force Majeure .....	16
<b>ARTICLE 17</b>	
<b>EFFECTIVE DATE</b>	
17.1.....Effective Date .....	16
17.2.....Ipso Facto Termination .....	17
<b>ARTICLE 18</b>	
<b>TERM</b>	
18.1.....Term .....	17
18.2.....Termination by Working Interest Owners.....	17
18.3.....Effect of Termination.....	17
18.4.....Salvaging Equipment Upon Termination.....	18
<b>ARTICLE 19</b>	
<b>EXECUTION</b>	
19.1.....Original, Counterpart, or Other Instrument.....	18
19.2.....Joinder in Dual Capacity .....	18
<b>ARTICLE 20</b>	
<b>GENERAL</b>	
20.1.....Amendments Affecting Working Interest Owners.....	18
20.2.....Action by Working Interest Owners.....	18
20.3.....Lien of Unit Operator.....	18

# UNIT AGREEMENT

West Heidelberg Eutaw W-3 Unit Jasper County, Mississippi

THIS AGREEMENT, entered into as of the 22nd day of August,  
1966, by the parties who have signed the original of this instrument, a counterpart  
thereof, or other instrument agreeing to be bound by the provisions hereof;

## WITNESSETH:

WHEREAS, In the interest of the public welfare and to promote conservation and in-  
crease the ultimate recovery of oil, gas, and associated minerals from the West Heidelberg  
Field, in Jasper County, State of Mississippi,  
and to protect the rights of the owners of interests therein, it is deemed necessary and  
desirable to enter into this agreement to unitize the Oil and Gas Rights in and to the Unit-  
ized Formation in order to conduct a secondary recovery, pressure maintenance, or other  
recovery program as herein provided;

NOW, THEREFORE, In consideration of the premises and of the mutual agreements  
herein contained, it is agreed as follows:

## ARTICLE 1

### DEFINITIONS

As used in this agreement, the terms herein contained shall have the following  
meaning:

1.1 Unit Area means the lands described by Tracts in Exhibit A and shown on Ex-  
hibit B as to which this agreement becomes effective or to which it may be extended as  
herein provided.

1.2 Unitized Formation means that subsurface portion of the Unit Area commonly  
known or described as follows:

(see page 1-a)

1  
2 1.3 Unitized Substances means all oil, gas, gaseous substances, sulphur contained in  
3 gas, condensate, distillate, and all associated and constituent liquid or liquefiable hydro-  
4 carbons within or produced from the Unitized Formation.

5 1.4 Working Interest means an interest in Unitized Substances by virtue of a lease,  
6 operating agreement, fee title, or otherwise, including a carried interest, which interest is  
7 chargeable with and obligated to pay or bear, either in cash or out of production or other-  
8 wise, all or a portion of the cost of drilling, developing, producing, and operating the Unit-  
9 ized Formation.

10 1.5 Royalty Interest means a right to or interest in any portion of the Unitized Sub-  
11 stances or proceeds thereof other than a Working Interest.

12 1.6 Royalty Owner means a party hereto who owns a Royalty Interest.

13 1.7 Working Interest Owner means a party hereto who owns a Working Interest.  
14 The owner of oil and gas rights that are free of lease or other instrument conveying the  
15 Working Interest to another shall be regarded as a Working Interest Owner to the extent  
16 of seven-eighths ( $\frac{7}{8}$ ) of his interest in Unitized Substances, and as a Royalty Owner with  
17 respect to his remaining one-eighth ( $\frac{1}{8}$ ) interest therein.

18 1.8 Tract means each parcel of land described as such and given a Tract number in  
19 Exhibit A.

20 1.9 Unit Operating Agreement means the agreement entitled "Unit Operating Agree-  
21 ment, / \_\_\_\_\_ Unit, \_\_\_\_\_ Jasper \_\_\_\_\_ County, \_\_\_\_\_ Mississippi \_\_\_\_\_," of the  
22 same effective date as the effective date of this agreement, and which is entered into by  
23 Working Interest Owners.

24 1.10 Unit Operator means the Working Interest Owner designated by Working In-  
25 terest Owners under the Unit Operating Agreement to develop and operate the Unitized  
26 Formation, acting as operator and not as a Working Interest Owner.



1 and maintain injection wells on the Unit Area and to use producing or abandoned oil or  
2 gas wells for such purposes.

3 3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners  
4 from the obligation to develop reasonably as a whole the lands and leases committed hereto.

5 ARTICLE 4

6 PLAN OF OPERATIONS

7 4.1 Unit Operator. Working Interest Owners are, as of the effective date of this  
8 agreement, entering into the Unit Operating Agreement, designating GULF OIL CORPORATION

9 as Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations.

10 The operations shall conform to the provisions of this agreement and the Unit Operating  
11 Agreement. If there is any conflict between such agreements, this agreement shall govern.

12 4.2 Operating Methods. To the end that that the quantity of Unitized  
12-a Substances ultimately recoverable may be increased and waste prevented,  
13 Working Interest Owners, subject to the provisions of this agreement, shall  
13-a operate such pressure maintenance and/or secondary recovery facilities as  
14 are in the best judgment of the Working Interest Owners adapted to the most  
14-a efficient, practical and economical operation of the Unit for the conserva-  
15 tion and efficient recovery of Unitized Substances, and shall commence the  
15-a installation of such facilities as soon as practicable after the effective  
16 date hereof.

17 4.3 Change of Operating Methods. Nothing herein shall prevent Working Interest  
18 Owners from discontinuing or changing in whole or in part any method of operation which,  
19 in their opinion, is no longer in accord with good engineering or production practices. Other  
20 methods of operation may be conducted or changes may be made by Working Interest  
21 Owners from time to time if determined by them to be feasible, necessary, or desirable to  
22 increase the ultimate recovery of Unitized Substances.

23 ARTICLE 5

24 TRACT PARTICIPATION

25 5.1 Tract Participation. The Tract Participation of each Tract is shown in Exhibit A.

26 (see page 6-a for formula)

27 5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised

Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

## ARTICLE 6

### ALLOCATION OF UNITIZED SUBSTANCES

6.1 Allocation to Tracts. All unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether it is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.

6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract.

6.3 Taking Unitized Substances in Kind. The Unitized Substances allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided that they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Oper-



ARTICLE 7

PRODUCTION AS OF THE EFFECTIVE DATE

7.1 Oil in Lease Tanks. Unit Operator shall gauge all lease and other tanks within the Unit Area to ascertain the amount of merchantable oil produced from the Unitized Formation in such tanks, above the pipe line connections, as of 7:00 a.m. on the Effective Date hereof. All such oil shall remain the property of the parties entitled thereto the same as if the unit had not been formed. Any such oil not promptly removed may be sold by the Unit Operator for the account of the parties entitled thereto, subject to the payment of all royalties, overriding royalties, production payments, and all other payments under the provisions of the applicable lease or other contracts.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use as much of the Unitized Substances as they deem necessary for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.

8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, Unitized Substances used or consumed in Unit

requirements of subparagraph 9.1.1 of this Article 9, or pursuant to the provisions of paragraph 10.1 of Article 10 hereof, shall be excluded from the terms and benefits of this agreement to the extent of their respective interests in such Tract.

Also, the Royalty Owners whose interests are affected by non-committed Working Interests in any Tract shall be excluded from the terms and benefits of this agreement to the extent of their respective interests in such Tract affected by such non-committed Working Interests.

9.2 Subsequent Commitment of Interest to Unit. After the effective date of this agreement, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest.

9.3 Revision of Exhibits. If any of the Tracts described in Exhibit A fail to qualify for inclusion in the Unit Area, Unit Operator shall recompute, using the original basis of com-

(a) require that the party to whom such Unitized Substances are delivered or to whom the proceeds thereof are paid, furnish security for the proper accounting therefor to the rightful owner if the title or right of such party fails in whole or in part, or

(b) withhold and market the portion of Unitized Substances with respect to which title or right is in dispute, and impound the proceeds thereof until such time as the title or right thereto is established by a final judgment of a court of competent jurisdiction or otherwise to the satisfaction of Working Interest Owners, whereupon the proceeds so impounded shall be paid to the party rightfully entitled thereto.

#### ARTICLE 11

#### EASEMENTS OR USE OF SURFACE

11.1 **Grant of Easements.** The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for Unit Operations; provided that, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a site for a water, gas injection, processing or other plant, or camp site.

11.2 **Use of Water.** Working Interest Owners shall have free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond, or irrigation ditch of a Royalty Owner.

11.3 **Surface Damages.** Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

#### ARTICLE 12

#### ENLARGEMENTS OF UNIT AREA

12.1 **Enlargements of Unit Area.** The Unit Area may be enlarged to include acreage reasonably proved to be productive, upon such terms as may be determined by Working Interest Owners, including but not limited to, the following:

ceeding the date of receipt by Unit Operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

13.3 Waiver of Rights to Partition. Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition the Unit Area or the Unit Equipment, and to that extent waives the benefits of all laws authorizing such partition.

ARTICLE 14

RELATIONSHIP OF PARTIES

14.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

14.2 No Sharing of Market. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of Unitized Substances.

14.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for Unit Expense unless such Royalty Owner is otherwise so obligated.

14.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 15

LAWS AND REGULATIONS

15.1 Laws and Regulations. This agreement shall be subject to the conservation laws of the State of Mississippi; to the valid rules, regulations, and orders of the Mississippi State Oil and Gas Board; ~~Commission of~~ and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

1 months from the date hereof (hereinafter called "Termination Date"),  
2 ipso facto this agreement shall terminate and have no further force  
3 or effect.

4 17.3 Basis for Voting. For the sole purpose of enabling the  
5 Working Interest Owners to vote on and approve or disapprove the crea-  
6 tion of the Unit hereunder, the elimination of any Tract not meeting  
7 the requirements which the Working Interest Owners may specify for  
8 retention of any such Tract in the Unit on the effective date, and the  
9 extension of the Termination Date, as hereinafter provided, this agree-  
10 ment shall be considered as being in effect on and after the date here-  
11 of as to all parties and all Tracts in the Unit Area as initially de-  
12 scribed in Exhibit "A" and shown on Exhibit "B", but except as herein  
13 provided this provision shall have no other effect.

14 17.4 Meeting of Working Interest Owners. If all Working Interest  
15 Owners and all Royalty Owners have not become bound by this agreement on  
16 or before ninety (90) days after the date hereof, then at any time after  
17 expiration of said period but not later than forty-five (45) days prior  
18 to the Termination Date, the Working Interest Owners, at a meeting held  
19 pursuant to a written notice mailed to each such party by Unit Operator,  
20 shall consider the status of each Tract, with respect to the Royalty In-  
21 terests and Working Interests therein then bound by this agreement. At  
22 such meeting the Working Interest Owners will take one of the following  
23 courses of action:

24 17.4.1 Approve or disapprove creation of the Unit hereunder, and,  
25 if approved, also approve the filing of an application with the Board  
26 for approval hereof, and determine the Tracts to comprise the Unit on  
27 the effective date hereof; or,

the date determined in accordance with the foregoing, which certificate shall have attached thereto copies of Exhibits "A" and "B", or revised Exhibits "A" and "B", as the case may be, to reflect, on the effective date hereof, (a) the Unit Area and the Tracts comprising and composing same, and (b) the percentage of Tract Participation of each Tract in the Unit Area.

17.6 Declaration of Termination of This Agreement. At either of the meetings provided for in paragraph 17.4 of this Article 17, if Unit Operator and two or more other Working Interest Owners vote to disapprove creation of the Unit hereunder, this agreement shall terminate on the date of such vote and all obligations and benefits hereunder shall cease and thereupon this agreement shall become null and void. Nevertheless, the parties hereto shall be severally bound by this agreement from the date of execution hereof by each party until the date this agreement is terminated, whether as the result of the decision of the Working Interest Owners to disapprove creation of the Unit hereunder pursuant to the provisions of paragraph 17.4 of Article 17 hereof, or disapproval hereof by the Board, or in accordance with other provisions contained in this agreement. Upon termination of this agreement, howsoever accomplished, Unit Operator shall file a declaration to that effect for record in Jasper County, Mississippi.

## ARTICLE 18

### TERM

18.1 Term. The term of this agreement shall be for the time that Unitized Substances are produced in paying quantities and as long thereafter as Unit Operations are conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Working Interest Owners in the manner herein provided.

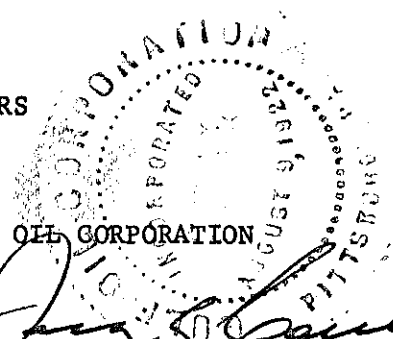
18.2 Termination by Working Interest Owners. This agreement may be terminated by Working Interest Owners having a combined Unit Participation of at least ninety-five percent (95%) whenever such Working Interest Owners determine that Unit Operations are no longer profitable or feasible.

18.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, Unit Operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate Tracts.

WORKING INTEREST OWNERS

DATE SIGNED

GULF OIL CORPORATION



9-7-66

By [Signature]  
Attorney-in-Fact

10/19/66

[Signature]  
B. C. BURNS, SR.

TENNECO OIL COMPANY

OCT 5 1966

By [Signature]  
Agent and Attorney-in-fact

10-20-66

[Signature]  
D. W. SKELTON, Individually,  
and as Attorney-in-Fact for  
AUBREY D. SKELTON, being one  
and the same person as  
A. D. SKELTON

10/28/66

[Signature]  
THOMAS Y. MINNIECE

ROYALTY OWNERS

DATE SIGNED

11/3/66

[Signature]

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ACKNOWLEDGMENT

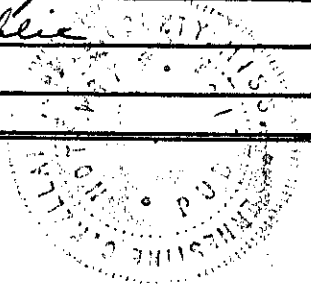
STATE OF Mississippi

County of Jones

THIS DAY personally appeared before me, the undersigned Notary Public  
in and for said County, the within named B. C. Burns, Sr.  
who acknowledged that he signed and delivered the within and foregoing instrument  
on the day and year therein mentioned as his act and deed.

GIVEN under my hand and seal of office, this 19<sup>th</sup> day of October 19 66

My commission expires My Commission Expires October 27, 1969  
E. Kellom  
Notary Public



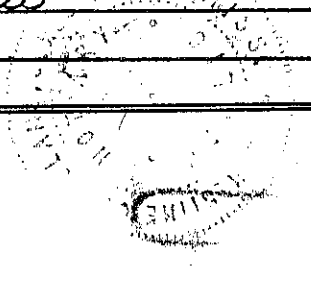
STATE OF Mississippi

County of Jones

THIS DAY personally appeared before me, the undersigned Notary Public  
in and for said County, the within named D. V. Sutton  
who acknowledged that he signed and delivered the within and foregoing instrument  
on the day and year therein mentioned as his act and deed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this 20<sup>th</sup> day of October 19 66

My commission expires My Commission Expires October 27, 1969  
E. Kellom  
Notary Public



STATE OF Mississippi

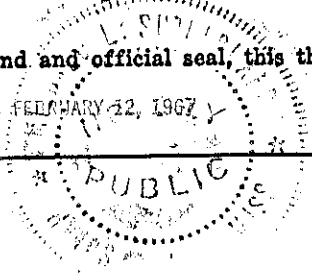
County of Hinds

Personally appeared before me, the undersigned, a Notary Public, in and for  
Hinds County in the State of Mississippi the within named Jack L. Carlson  
who acknowledged that as Attorney-in-fact

and for and on behalf and by the authority of Elf Oil Corporation, a corporation chartered,  
organized and existing under and by virtue of the laws of the State of Pennsylvania, he  
signed, affixed the corporate seal of said corporation to, executed and delivered the within and foregoing instrument on the day  
and year therein mentioned, as the act and deed of said corporation, and who stated that the seal affixed to said instrument pur-  
porting to be the seal of said corporation is its true and genuine corporate seal.

Given under my hand and official seal, this the 7<sup>th</sup> day of September, 19 66

MY COMMISSION EXPIRES FEBRUARY 12, 1967  
My commission expires \_\_\_\_\_  
Mildred L. Sutherland  
Notary Public



MILDRED L. SUTHERLAND



ACKNOWLEDGMENT

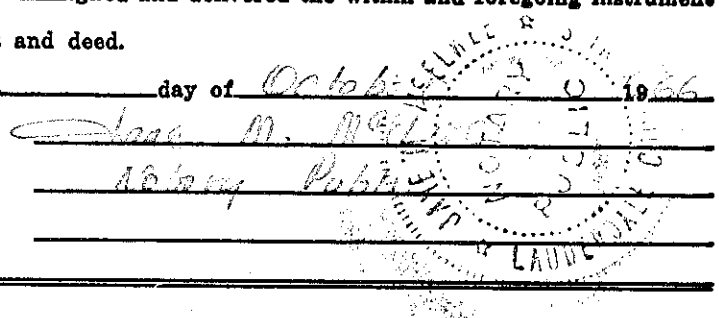
STATE OF Mississippi

County of Lauderdale

THIS DAY personally appeared before me, the undersigned Notary Public  
in and for said County, the within named Thomas V. Mironow  
who acknowledged that he signed and delivered the within and foregoing instrument  
on the day and year therein mentioned as his act and deed.

GIVEN under my hand and seal of office, this 28<sup>th</sup> day of October, 1966

My commission expires Jan. 10, 1968



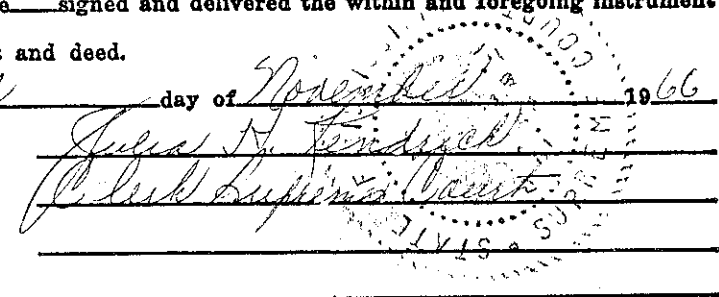
STATE OF

County of Hinds

THIS DAY personally appeared before me, the undersigned Authority  
in and for said County, the within named Robert S. Sullivan  
who acknowledged that he signed and delivered the within and foregoing instrument  
on the day and year therein mentioned as his act and deed.

GIVEN under my hand and seal of office, this 3rd day of November, 1966

My commission expires 1-1-68



STATE OF Texas

County of Harris

Personally appeared before me, the undersigned, a Notary Public, in and for  
Harris County in the State of Texas the within named S. T. McCullum  
who acknowledged that as Agent & Attorney-in-Fact  
and for and on behalf and by the authority of Tranco Oil Company, a corporation chartered,  
organized and existing under and by virtue of the laws of the State of Delaware, he  
signed, affixed the corporate seal of said corporation to, executed and delivered the within and foregoing instrument on the day  
and year therein mentioned, as the act and deed of said corporation, and who stated that the seal affixed to said instrument pur-  
porting to be the seal of said corporation is its true and genuine corporate seal.

Given under my hand and official seal, this the 5<sup>th</sup> day of October, 1966

My commission expires Notary Public in and for Harris County Texas  
My Commission Expires June 1, 1967

Virginia K. Kles  
Notary Public

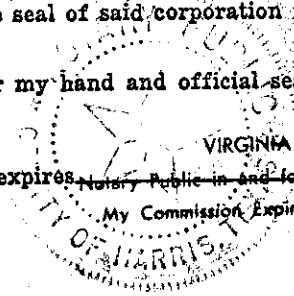


EXHIBIT "A"

UNIT AGREEMENT  
 WEST HEIDELBERG EUTAW W-3 UNIT  
 JASPER COUNTY, MISSISSIPPI

TRACTS AND TRACT PARTICIPATION

<u>Tract No.</u>	<u>Tract Name</u>	<u>Land Description</u>	<u>Percent Tract Participation</u>
22-16	Masonite Corporation	SE $\frac{1}{2}$ of SE $\frac{1}{2}$ , less 10 acres off East side, Section 22, Township 1 North, Range 12 East, Jasper County, Mississippi.	13.76145
27-1	Masonite Ulmer et al Unit	NE $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East, Jasper County, Miss.	24.00412
27-2	Masonite Whitten et al Unit	NW $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East, Jasper County, Miss.	8.25790
27-7	Taylor	SW $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East, Jasper County, Miss.	13.36863
27-8	Masonite Lindsey Unit	SE $\frac{1}{2}$ of NE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East Jasper County, Miss.	26.15947
27-9	Taylor	NE $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East, Jasper County, Miss.	13.94855
27-10	Taylor	NW $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 27, Township 1 North, Range 12 East, Jasper County, Miss.	.49988
Total:			100.00000

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*Masonite Corp.*

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*Masonite-Whitten  
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*Masonite-Ulmer  
et al Unit*

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WEST HEIDELBERG EUTAW W-3 UNIT

JASPER COUNTY, MISS.

EXHIBIT "B"  
UNIT AGREEMENT



THE STATE OF MISSISSIPPI, JASPER COUNTY

I, James O. Grissom, Clerk of the Chancery Court of said County, hereby certify that the within instrument of writing was filed in my office for record at 104 M. on the 4 day of Nov. A. D. 1966 and that same was this day recorded in 79-107 Record 64 day of Nov. 1966 on pages

Witness my hand and official seal, this

5

day of

Nov. 1966

A. D. 1966

*James O. Grissom*, Clerk

Clerk

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