

UNIT AGREEMENT
WEST MALLALIEU FIELD UNIT
LINCOLN COUNTY, MISSISSIPPI

EXHIBIT 1

Docket No. 76-82-10

UNIT AGREEMENT
WEST MALLALIEU FIELD UNIT
LINCOLN COUNTY, MISSISSIPPI

TABLE OF CONTENTS

SECTION	PAGE
ARTICLE 1 DEFINITIONS	
1.1 Unit Area	1
1.2 Unitized Formation	1
1.3 Unitized Substances	1
1.4 Working Interest	2
1.5 Royalty Interest	2
1.6 Royalty Owner	2
1.7 Working Interest Owner, Owner, or Lessee	2
1.8 Tract	2
1.9 Unit Operating Agreement	2
1.10 Unit Operator	2
1.11 Tract Participation	2
1.12 Unit Participation	2
1.13 Outside Substances	2
1.14 Oil and Gas Rights	2
1.15 Unit Operations	3
1.16 Unit Equipment	3
1.17 Unit Expense	3

1.18	.... Effective Date	3
1.19	.... Person	3

ARTICLE 2
EXHIBITS

2.1	..... Exhibits	3
2.1.1.	Exhibit A	3
2.1.2.	Exhibit B	3
2.1.3.	Exhibit C	3
2.2	..... Reference to Exhibits	3
2.3	..... Exhibits Considered Correct	3
2.4	..... Correcting Errors	3
2.5	..... Filing Revised Exhibits	4

ARTICLE 3
CREATION AND EFFECT OF UNIT

3.1	..... Oil and Gas Rights Unitized	4
3.2	..... Personal Property Excepted	4
3.3	..... Amendment of Leases and Other Agreements	4
3.4	..... Continuation of Leases and Term Interests	4
3.5	..... Titles Unaffected by Unitization	5
3.6	..... Injection Rights	5
3.7	..... Development Obligation	5
3.8	..... Cooperative Agreements	5
3.9	..... Well Production Reserved	5

ARTICLE 4
UNIT OPERATIONS

4.1	..... Unit Operator	6
4.2	..... Method of Operation	6
4.3	..... Change of Method of Operation	7

ARTICLE 5
TRACT PARTICIPATIONS

5.1	..... Tract Participations	7
5.2	..... Relative Tract Participations	7

ARTICLE 6
ALLOCATION OF UNITIZED SUBSTANCES

6.1	..... Allocation to Tracts	8
6.2	..... Distribution Within Tracts	8
6.3	..... Taking Unitized Substances in Kind	8
6.4	..... Failure to Take in Kind	9
6.5	..... Responsibility for Royalty Settlements	9
6.6	..... Royalty on Outside Substances	9

ARTICLE 7
PRODUCTION AS OF THE EFFECTIVE DATE

7.1	..... Oil or Liquid Hydrocarbons in Lease and Storage Tanks	10
7.2	..... Overproduction	10

ARTICLE 8
USE OR LOSS OF UNITIZED SUBSTANCES

8.1	..... Use of Unitized Substances	11
8.2	..... Royalty Payments	11

ARTICLE 9
TITLES

9.1	..... Warranty and Indemnity	11
9.2	..... Production Where Title is in Dispute	11
9.3	..... Payment of Taxes to Protect Title	12
9.4	..... Transfer of Title	12
9.5	..... Reservation of Rights	12

ARTICLE 10
EASEMENTS OR USE OF SURFACE

10.1	..... Grant of Easements	12
10.2	..... Use of Water	12
10.3	..... Surface Damages	13

ARTICLE 11
CHANGES AND AMENDMENTS

11.1 Changes and Amendments	13
------	------------------------------------	----

ARTICLE 12
RELATIONSHIPS OF PERSONS

12.1	..... No Partnership	13
12.2	..... No Joint Refining or Marketing	13
12.3	..... Royalty Owners Free of Costs	13

ARTICLE 13
FORCE MAJEURE

13.1 Force Majeure	13
------	---------------------------	----

ARTICLE 14
EFFECTIVE DATE

14.1	..... Effective Date	14
14.2	..... Ipso Facto Termination	14
14.3	..... Certificate of Effectiveness	14

ARTICLE 15
TERM

15.1	..... Term	15
15.2	..... Effect of Termination	15
15.3	..... Salvaging Equipment Upon Termination	15
15.4	..... Certificate of Termination	15

ARTICLE 16
APPROVAL

16.1	..... Original, Counterpart, or Other Instrument	15
16.2	..... Commitment of Interests to Unit	16

ARTICLE 17
DETERMINATIONS BY WORKING INTEREST OWNERS

17.1 Determinations by Working Interest Owners 16

ARTICLE 18
SUCCESSORS AND ASSIGNS

18.1 Successors and Assigns 16

UNIT AGREEMENT
WEST MALLALIEU FIELD UNIT
LINCOLN COUNTY, MISSISSIPPI

THIS AGREEMENT, entered into as of the 1st day of May, 1981,

W I T N E S S E T H:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the West Mallalieu Field, in Lincoln County, Mississippi, and to protect the rights of the owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided, pursuant to Mississippi Code Ann. Sections 53-3-101 to -119 (1972)(as amended).

NOW, THEREFORE, it is provided as follows:

ARTICLE 1

DEFINITIONS

As used in this Agreement:

1.1 Unit Area is the land identified by Tracts in Exhibit A and shown on Exhibit C as to which this Agreement applies.

1.2 Unitized Formation is the subsurface portion of the Unit Area described as those strata of the Tuscaloosa formation, productive or formerly productive of oil and gas from the depth of 10,365 feet to 10,725 feet as measured by the induction-electrical log run on August 17, 1962, in the Williams Production Company, Inc., Edward Grenn No. 1 Well, located in the NW 1/4 of the SE 1/4 of Section 18, Township 6 North, Range 8 East, Lincoln County, Mississippi, and including those strata productive of oil which can be correlated therewith, including, but not limited to zones identified as stringer members of the Lower Tuscaloosa, A, B-1, B-2, B-3, C and D.

1.3 Unitized Substances are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate, and all associated and constituent substances other than Outside Substances within or produced from the Unitized Formation.

or to share in the production so obtained or the proceeds thereof.

1.15 Unit Operations are all operations conducted pursuant to this Agreement and the Unit Operating Agreement, including but not limited to the recovery of outside substances.

1.16 Unit Equipment is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

1.17 Unit Expense is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this Agreement and the Unit Operating Agreement for or on account of Unit Operations.

1.18 Effective Date is the time and date this Agreement becomes effective as provided in Article 14.

1.19 Person is any individual, corporation, partnership, association, receiver, trustee, curator, executor, administrator, guardian, tutor, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state, or any governmental subdivision thereof, or any other entity capable of holding an interest in the Unitized Formation.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits, which are attached hereto, are incorporated herein by reference:

2.1.1 Exhibit A is the schedule that identifies each Tract in the Unit Area and shows its Tract Participation.

2.1.2 Exhibit B is the description of the Unit Area.

2.1.3 Exhibit C is the map that shows the boundary lines of the Unit Area, and the Tracts therein.

2.2 Reference to Exhibits. When reference is made to an exhibit, it is to the original exhibit or, if revised, to the last revision.

2.3 Exhibits Considered Correct. Exhibits A, B and C shall be considered to be correct until revised as herein provided.

2.4 Correcting Errors. If any mechanical miscalculation or clerical error in the shape, description or participation of the respective Tracts has been made, Unit Operator shall correct the mistake by revising

respect to any Tract shall be deemed for all purposes to be the conduct of operations for or the production of oil or gas, or both, from each Tract. Provided, however, when an oil, gas and mineral lease contains land partially within and partially without the Unit Area, this Agreement and development of or production from the Unitized Formation shall have no force and effect on lands lying outside the Unit Area and failure of the lessee or lessees thereof to drill and develop such lands lying outside the Unit Area within one (1) year or to maintain same under the terms of the lease, whichever is a longer period of time, from the date of determination of the Unit Area by the State Oil and Gas Board shall render such lease or leases on lands lying outside the Unit Area void and of no force and effect, unless held by production other than from production of Unitized Substances or by operations other than Unit Operations, or otherwise held under or pursuant to the applicable lease terms.

3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in any transfer of title to Oil and Gas Rights.

3.6 Injection Rights. Working Interest Owners are hereby granted the right to inject into the Unitized Formation and into any other zone or formation of the Unit Area, whether or not unitized hereunder (but which does not contain freshwater and is not productive of oil or gas) any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right (a) to use all former injection or former producing wells located on said Unit Area as of the Effective Date, (b) to drill, use and maintain additional injection wells in the Unit Area, and (c) to use for injection purposes any nonproducing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.

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

3.8 Cooperative Agreements. Unit Operator may, after approval by Working Interest Owners, enter into cooperative agreements with respect to lands adjacent to the Unit Area for the purpose of coordinating operations.

3.9 Well Production Reserved. Notwithstanding any other provision herein to the contrary, those persons owning the rights, prior to unitization, to the production from the Randall No. 1 Well in Tract 17-10 and the Randall No. 6 Well in Tract 17-14 shall reserve from this Agreement and shall continue to own such production attributable to these wells until the Reservation Termination day as same is defined herein. After the effective date of this Agreement and until the Reservation

thereafter the Operator shall operate such plant, system, or installation in the manner and at such times as would be done by a reasonably prudent operator in the West Mallalieu Field under all circumstances and conditions then prevailing, having due regard for the rights of both the Working Interest Owners and Royalty Owners. All Unitized Substances shall be produced and sold as rapidly as possible in accordance with good engineering and production practices without decreasing the ultimate recovery of such Unitized Substance(s) or causing damage to the Unitized Formation.

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

ARTICLE 5

TRACT PARTICIPATIONS

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

The percentage participation of each Tract was determined by using a formula based: 28% on the surface acreage of a Tract in relation to the total surface acreage of all Tracts within the Unit Area; 36% on original oil in place underlying a Tract in relation to the total original oil in place underlying all Tracts in the Unit Area; and 36% on past Tract production in relation to total past production of all Tracts in the Unit Area.

The acreage factor of the formula is based upon each Tract containing 40 acres, with a total of 143 such Tracts comprising the Unit Area - for a total acreage content of 5,720 acres. The original oil in place factor is based upon an independent study which was presented in a Core Laboratories, Inc. report dated June, 1979 which determined the oil volume originally underlying each Tract. The past Tract production factor was based upon monthly production from wells as reported to and determined from the records of The Mississippi State Oil and Gas Board to January 1, 1979.

5.2 Relative Tract Participations. If the Unit Area is changed, the revised Tract Participations of the Tracts in the Unit Area and which were within the Unit Area prior to the change shall remain in the same

constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of the delivery in kind of any portion of Unitized Substances shall be borne by the owner of such portion. If a Royalty Owner has the right to take in kind a share of Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances.

6.4 Failure to Take in Kind. If any Person fails to take in kind or separately dispose of such Person's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the Person owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other Person's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a Person designated by such Working Interest Owners who shall distribute such proceeds to the Persons entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale or delivery into interstate commerce of any other Person's share of gas production without first giving such other Person sixty (60) days' notice of such intended sale or delivery.

6.5 Responsibility for Royalty Settlements. The part of the Unitized Substances due each Working Interest Owner under the applicable allocation or the proceeds therefrom shall be delivered to him subject, however, to the right of Unit Operator to withhold and sell the same in payment of Unit Expense pursuant to this Plan of Unitization. Each Working Interest Owner shall be separately liable for and shall pay all royalties, overriding royalties, production payments and all other payments which he may be obligated to pay on account thereof, and in accordance with the terms of the respective leases or other contracts covering or affecting such respective Tracts, and shall indemnify all Persons, including Unit Operator, against any liability for such payment.

6.6 Royalty on Outside Substances. No payment shall be due or payable to Royalty Owners on substances produced from the Unitized Formation that are deemed to be Outside Substances. If any Outside Substance consisting of nonhydrocarbon gases is injected into the Unitized Formation, one hundred percent (100%) of any like substance contained in Unitized Substances subsequently produced and sold, or used for other than Unit Operations, shall be deemed to be a part of the Outside Substance so injected until the total quantity deemed to be such Outside Substance equals the total quantity

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

8.1 Use of Unitized Substances. Working Interest Owners may use or consume Unitized Substances 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 on account of Unitized Substances used, lost, or consumed in Unit Operations.

ARTICLE 9

TITLES

9.1 Warranty and Indemnity. Each Person who, by acceptance of produced Unitized Substances or the proceeds thereof, may claim to own a Working Interest or Royalty Interest in and to any Tract or in the Unitized Substances allocated thereto, shall be deemed to have warranted its title to such interest, and, upon receipt of the Unitized Substances or the proceeds thereof to the credit of such interest, shall indemnify and hold harmless all other Persons in interest from any loss due to failure, in whole or in part, of its title to any such interest.

9.2 Production Where Title is in Dispute. If the title or right of any Person claiming the right to receive in kind or proceeds from all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator may either:

- (a) require that the Person 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 Person 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, impound the proceeds thereof without interest 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 Unit Operator, whereupon the proceeds so impounded shall be paid to the Person rightfully entitled thereto.

10.3 Surface Damages. Unit Operator on behalf of 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 11

CHANGES AND AMENDMENTS

11.1 Changes and Amendments. Any change of the Unit Area or any amendment to this Agreement or the Unit Operating Agreement shall be in accordance with Mississippi Code Ann. Section 53-3-109 (1972) (as amended).

ARTICLE 12

RELATIONSHIPS OF PERSONS

12.1 No Partnership. All duties, obligations, and liabilities arising hereunder shall be several and not joint or collective. This Agreement shall not be construed to create an association or trust, or to impose a partnership or fiduciary duty, obligation, or liability. Each Person affected hereby shall be individually responsible for its own obligations.

12.2 No Joint Refining or Marketing. This Agreement shall not be construed to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances.

12.3 Royalty Owners Free of Costs. This Agreement shall not be construed to impose upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise so obligated; provided, however, that any interest created out of a Working Interest, shall be subject to the security rights provided by the Unit Operating Agreement. The owner of any such interest shall be subrogated to the security rights available against the Working Interest out of which such interest was created.

ARTICLE 13

FORCE MAJEURE

13.1 Force Majeure. All obligations arising hereunder, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by litigation in any court; by Federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to

ARTICLE 15

TERM

15.1 Term. This Agreement shall remain in effect so long as Unitized Substances are producing in paying quantities without a cessation of more than ninety (90) consecutive days, or so long as other Unit Operations are conducted, including but not limited to surface or subsurface operations necessary to install and operate a miscible flood or enhanced recovery project, without a cessation of more than ninety (90) consecutive days, or so long as such operations are suspended by operation of the terms of Article 13 hereof, unless sooner terminated by Working Interest Owners owning a combined Unit Participation of seventy-five percent (75%) or more whenever such Working Interest Owners determine that Unit Operations are no longer economically feasible.

15.2 Effect of Termination. Upon termination of this Agreement, the further development and operation of the Unitized Formation as a unit shall cease. The relationships among owners of Oil & Gas Rights shall thereafter be governed by the terms and provisions of the leases and other instruments, not including this Agreement, affecting the separate Tracts.

15.3 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting the separate Tracts, Working Interest Owners shall have a period of twelve (12) months after the date of termination of this Agreement within which to salvage and remove Unit Equipment.

15.4 Certificate of Termination. Upon termination of this Agreement, Unit Operator shall file for record in Lincoln County, Mississippi, a certificate that this Agreement has terminated, stating its termination date.

ARTICLE 16

APPROVAL

16.1 Original, Counterpart, or Other Instrument. An owner of Oil and Gas Rights may approve this Agreement by signing the original, a counterpart thereof, or other instrument approving this Agreement. The signing of any such instrument shall have the same effect as if all Persons had signed the same instrument and shall constitute approval of the entire Plan of Unitization.

Date

Date

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, on this day personally appeared the within named _____, Agent and Attorney-in-Fact for SHELL OIL COMPANY, a corporation, known to me to be the person whose name is subscribed in the foregoing instrument, who acknowledged to me that he executed and delivered the same on the day therein mentioned for the purposes and consideration therein expressed in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 19____.

Notary Public in and for Orleans Parish,
Louisiana

My Commission is issued for life.

STATE OF _____

COUNTY OF _____

On this day, personally appeared before me, the undersigned authority in and for said county, the within named _____, known to me to be the person whose name is subscribed in the foregoing instrument, who acknowledged to me that he executed and delivered the foregoing instrument on the day and year therein mentioned for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 19__.

Notary Public in and for _____
County, _____

My Commission expires:

EXHIBIT "A"
TRACT IDENTIFICATION AND TRACT PARTICIPATION
WEST MALLALIEU FIELD UNIT
LINCOLN COUNTY, MISSISSIPPI

Attached To and Made Part of The Unitization Agreement

TRACT NO.	DESCRIPTION	PARTICIPATION FACTOR DECIMAL EQUIVALENT
	Township 6 North Range 7 East Lincoln County, Mississippi	
12-1	NE 1/4 of NE 1/4 of Section 12	.0024660
12-7	SW 1/4 of NE 1/4 of Section 12	.0019690
12-8	SE 1/4 of NE 1/4 of Section 12	.0032459
12-9	NE 1/4 of SE 1/4 of Section 12	.0037319
12-10	NW 1/4 of SE 1/4 of Section 12	.0029987
12-15	SW 1/4 of SE 1/4 of Section 12	.0052092
12-16	SE 1/4 of SE 1/4 of Section 12	.0078951
13-1	NE 1/4 of NE 1/4 of Section 13	.0074013
13-2	NW 1/4 of NE 1/4 of Section 13	.0046855
13-7	SW 1/4 of NE 1/4 of Section 13	.0019690
13-8	SE 1/4 of NE 1/4 of Section 13	.0069955
13-9	NE 1/4 of SE 1/4 of Section 13	.0054477
13-10	NW 1/4 of SE 1/4 of Section 13	.0021036
13-15	SW 1/4 of SE 1/4 of Section 13	.0020157
13-16	SE 1/4 of SE 1/4 of Section 13	.0044009
24-1	NE 1/4 of NE 1/4 of Section 24	.0069983
24-2	NW 1/4 of NE 1/4 of Section 24	.0020102
24-7	SW 1/4 of NE 1/4 of Section 24	.0019910
24-8	SE 1/4 of NE 1/4 of Section 24	.0032129

TRACT NO.	DESCRIPTION	PARTICIPATION FACTOR DECIMAL EQUIVALENT
	Township 6 Range Range 8 East Lincoln County, Mississippi	
7-14	SE 1/4 of SW 1/4 of Section 7	.0115208
7-15	SW 1/4 of SE 1/4 of Section 7	.0170516
7-16	SE 1/4 of SE 1/4 of Section 7	.0170402
8-1	NE 1/4 of NE 1/4 of Section 8	.0023287
8-2	NW 1/4 of NE 1/4 of Section 8	.0029614
8-3	NE 1/4 of NW 1/4 of Section 8	.0054380
8-4	NW 1/4 of NW 1/4 of Section 8	.0101085
8-5	SW 1/4 of NW 1/4 of Section 8	.0026582
8-6	SE 1/4 of NW 1/4 of Section 8	.0077224
8-7	SW 1/4 of NE 1/4 of Section 8	.0072706
8-8	SE 1/4 of NE 1/4 of Section 8	.0091750
8-9	NE 1/4 of SE 1/4 of Section 8	.0125375
8-10	NW 1/4 of SE 1/4 of Section 8	.0145343
8-11	NE 1/4 of SW 1/4 of Section 8	.0113711
8-12	NW 1/4 of SW 1/4 of Section 8	.0123591
8-13	SW 1/4 of SW 1/4 of Section 8	.0175319
8-14	SE 1/4 of SW 1/4 of Section 8	.0190270
8-15	SW 1/4 of SE 1/4 of Section 8	.0157507
8-16	SE 1/4 of SE 1/4 of Section 8	.0137076
9-3	NE 1/4 of NW 1/4 of Section 9	.0023782
9-4	NW 1/4 of NW 1/4 of Section 9	.0026116
9-5	SW 1/4 of NW 1/4 of Section 9	.0097303
9-6	SE 1/4 of NW 1/4 of Section 9	.0056982

TRACT NO.	DESCRIPTION	PARTICIPATION FACTOR DECIMAL EQUIVALENT
	Township 6 North Range 8 East Lincoln County, Mississippi	
17-10	NW 1/4 of SE 1/4 of Section 17	.0130334
17-11	NE 1/4 of SW 1/4 of Section 17	.0097796
17-12	NW 1/4 of SW 1/4 of Section 17	.0108942
17-13	SW 1/4 of SW 1/4 of Section 17	.0113483
17-14	SE 1/4 of SW 1/4 of Section 17	.0141299
17-15	SW 1/4 of SE 1/4 of Section 17	.0119798
17-16	SE 1/4 of SE 1/4 of Section 17	.0125503
18-1	NE 1/4 of NE 1/4 of Section 18	.0144673
18-2	NW 1/4 of NE 1/4 of Section 18	.0122299
18-3	NE 1/4 of NW 1/4 of Section 18	.0103428
18-4	NW 1/4 of NW 1/4 of Section 18	.0072851
18-5	SW 1/4 of NW 1/4 of Section 18	.0076573
18-6	SE 1/4 of NW 1/4 of Section 18	.0096253
18-7	SW 1/4 of NE 1/4 of Section 18	.0124456
18-8	SE 1/4 of NE 1/4 of Section 18	.0110109
18-9	NE 1/4 of SE 1/4 of Section 18	.0095873
18-10	NW 1/4 of SE 1/4 of Section 18	.0122758
18-11	NE 1/4 of SW 1/4 of Section 18	.0089830
18-12	NW 1/4 of SW 1/4 of Section 18	.0053814
18-13	SW 1/4 of SW 1/4 of Section 18	.0057000
18-14	SE 1/4 of SW 1/4 of Section 18	.0072414
18-15	SW 1/4 of SE 1/4 of Section 18	.0100877

TRACT NO.	DESCRIPTION	PARTICIPATION FACTOR DECIMAL EQUIVALENT
	Township 6 North Range 8 East Lincoln County, Mississippi	
20-10	NW 1/4 of SE 1/4 of Section 20	.0023946
20-11	NE 1/4 of SW 1/4 of Section 20	.0036063
20-12	NW 1/4 of SW 1/4 of Section 20	.0071385
20-13	SW 1/4 of SW 1/4 of Section 20	.0022244
20-14	SE 1/4 of SW 1/4 of Section 20	.0021503
20-15	SW 1/4 of SE 1/4 of Section 20	.0021997
20-16	SE 1/4 of SE 1/4 of Section 20	.0035259
21-3	NE 1/4 of NW 1/4 of Section 21	.0035369
21-4	NW 1/4 of NW 1/4 of Section 21	.0124102
21-5	SW 1/4 of NW 1/4 of Section 21	.0091785
21-6	SE 1/4 of NW 1/4 of Section 21	.0068980
21-12	NW 1/4 of SW 1/4 of Section 21	.0020514
21-13	SW 1/4 of SW 1/4 of Section 21	.0019690
28-4	NW 1/4 of NW 1/4 of Section 28	.0019992
29-1	NE 1/4 of NE 1/4 of Section 29	.0019690
29-2	NW 1/4 of NE 1/4 of Section 29	.0027627

EXHIBIT "B"
DESCRIPTION OF UNIT AREA
WEST MALLALIEU FIELD UNIT
LINCOLN COUNTY, MISSISSIPPI

Attached To and Made Part of the Unitization Agreement

Lincoln County, Mississippi

Township 6 North - Range 7 East

Section 12: E 1/2 NE 1/4; SW 1/4 NE 1/4; SE 1/4
Section 13: E 1/2
Section 24: NE 1/4

Township 6 North - Range 8 East

Section 5: S 1/2 S 1/2
Section 6: S 1/2 S 1/2
Section 7: All
Section 8: All
Section 9: W 1/2
Section 16: W 1/2
Section 17: All
Section 18: All
Section 19: N 1/2; N 1/2 SE 1/4; SE 1/4 SE 1/4
Section 20: All
Section 21: NW 1/4; W 1/2 SW 1/4
Section 28: NW 1/4 NW 1/4
Section 29: N 1/2 NE 1/4

EXHIBIT "C"

WEST MALLALIEU FIELD UNIT LINCOLN COUNTY, MISSISSIPPI

