

**STATE OF NEW MEXICO  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
OIL CONSERVATION DIVISION**

NMOCD – ACOI- 99

**IN THE MATTER OF MOUNTAIN STATES PETROLEUM CORPORATION,**

**Respondent.**

**AGREED COMPLIANCE ORDER**

Pursuant to the New Mexico Oil and Gas Act, NMSA 1978, Sections 70-2-1 through 70-2-38, as amended ("Act"), the Director of the Oil Conservation Division ("OCD") and Mountain States Petroleum Corporation ("Operator") enter into this Agreed Compliance Order ("Order") under which Operator agrees to bring wells identified herein into compliance with the Act and OCD Rule 201 [19.15.4.201 NMAC] in accordance with the following agreed schedule and procedures, and agrees to pay penalties as set out below if it fails to meet the schedule set out in this Order.

**FINDINGS**

1. The OCD is the state division charged with administration and enforcement of the Act, and rules and orders adopted pursuant to the Act.
2. Operator is a corporation doing business in the state of New Mexico.
3. Operator is the operator of record under OGRID 15346 for the wells identified in Exhibit "A," attached.
4. The wells identified in Exhibit "A":
  - a. have been continuously inactive for a period of 10 months or more;
  - b. are not properly plugged and abandoned under OCD Rule 202 [19.15.4.202 NMAC]; and
  - c. have not been placed on approved temporary abandonment status under OCD Rule 203 [19.15.4.203 NMAC].
5. OCD Rule 201 [19.15.4.201 NMAC] states, in relevant part:

"A. The operator of any well drilled for oil, gas or injection; for seismic, core or other exploration, or for a service well, whether cased or uncased, shall be responsible for the plugging thereof.

B. A well shall be either properly plugged and abandoned or temporarily abandoned in accordance with these rules within ninety (90) days after:

....

....

(3) a period of one (1) year in which a well has been continuously inactive.”

6. NMSA 1978, Section 70-2-31(A) authorizes the assessment of civil penalties of up to one thousand dollars per day per violation against any person who knowingly or willfully violates any provision of the Oil and Gas Act or any rule or order adopted pursuant to the Act.
7. NMSA 1978, Section 70-2-3(A) defines “person” in relevant part as  
“any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, joint venture, syndicate or other entity...”

### **CONCLUSIONS**

1. The OCD has jurisdiction over the parties and subject matter in this proceeding.
2. The wells identified in Exhibit “A” are either out of compliance with Rule 201 or will fall out of compliance with Rule 201 in the next five months if they are not returned to production or other beneficial use, plugged and abandoned, or placed on approved temporary abandonment status.
3. As operator of the wells identified in Exhibit “A,” Operator is responsible for bringing those wells into compliance with Rule 201.
4. Operator is a “person” as defined by OCD Rule 7.P(2) and may be subject to civil penalties for knowing and willful violations of the Oil and Gas Act or rules or orders adopted pursuant to the Act.

### **ORDER**

1. Operator agrees to bring at least 36 of the wells identified in Exhibit “A” into compliance with OCD Rule 201 by July 31, 2006 by
  - (a) restoring the well to production or other OCD-approved beneficial use and filing a C-115 documenting such production or use;
  - (b) causing the wellbore to be plugged in accordance with OCD Rule 202 and filing a C-103 describing the completed work;
  - (c) placing the well on approved temporary abandonment status pursuant to OCD Rule 203.

Transfer of a well identified on Exhibit “A” to another operator does not constitute bringing the well into compliance.

2. Operator shall file a compliance report by July 31, 2006 using the OCD's web-based on-line application, identifying each well returned to compliance, stating the date it was returned to compliance, and describing how the well was returned to compliance (restored to production or other approved beneficial use, plugged wellbore, approved temporary abandonment status).
3. When the OCD receives a timely compliance report indicating that Operator has returned at least 36 wells to compliance and verifies the accuracy of that report, the OCD shall issue an amendment to this Order extending its terms for an additional six-month period. OCD shall provide a copy of that amendment to Operator at Operator's address of record provided pursuant to OCD Rule 100.C. If, in any six-month period, Operator returns more than 36 wells to compliance, the wells in excess of the number required will count towards the Operator's requirements for the next six-month period.
4. If Operator continues to return wells to compliance at a rate of at least 36 wells each six-month period, OCD shall continue to issue amendments to this Order extending its term for an additional six-month period. The total length of this Agreed Compliance Order, including the initial six-month period and any amendments, shall not exceed two years. At the end of two years, Operator and the OCD may negotiate a new agreed compliance order.
5. If Operator fails to bring at least 36 wells into compliance in any six-month period covered by this Order or amendments issued to this Order, Operator agrees to pay a penalty of \$1000 times the number of wells it failed to bring into compliance under its schedule during the applicable six month period. In the event the Operator encounters unanticipated circumstances that prevent it from meeting its 36-well goal, Operator may file an application for hearing with the division examiner and seek a waiver or reduction of the penalty. Once Operator pays the penalty or files an application for hearing to waive or reduce the penalty, the OCD may, in its discretion, issue an amendment to this Order extending its terms for an additional six-month period.

Example A: Operator X enters into an agreed compliance order under which it agrees to bring 5 wells into compliance in a six-month period. At the end of the six-month period, Operator X has brought only 3 wells into compliance. Operator X pays the \$2000 penalty. The OCD exercises its discretion to issue an amendment extending the term of the agreed compliance order for an additional six-month period, again requiring Operator X to bring at least 5 wells into compliance. During this additional six-month period, Operator brings only one well into compliance. Operator X pays a \$4000 penalty. Although Operator X pays the \$4000 penalty, the OCD exercises its discretion and declines to issue an amendment to extend the terms of the agreed compliance order for an additional six-month period.

Example B: Operator Y enters into an agreed compliance order under which it agrees to bring 10 wells into compliance in a six-month period. Although Y has made arrangements for plugging the 10 wells, due to adverse weather conditions and mechanical difficulties with the available plugging rig, Y is able to plug only 3 wells. Y files an application for hearing seeking a waiver or reduction of the \$7000 penalty. The OCD exercises its discretion and issues an amendment to extend the terms of the agreed compliance order for an additional six-month period.

6. Thirty days after the expiration of the term of this Order and any amendments to this Order, any wells on Exhibit "A" not in compliance with OCD Rule 201 will appear on the inactive well list kept pursuant to OCD Rule 40.F.
7. By signing this Order, Operator expressly:
  - (a) acknowledges the correctness of the Findings and Conclusions set forth in this Order;
  - (b) agrees to return to compliance 36 of the wells identified in Exhibit "A" by July 31, 2006, and agrees to comply with the compliance deadlines set by any amendments to this Order;
  - (c) agrees to submit a compliance report as required in Ordering Paragraph 2 and the deadline set by any amendments to this Order;
  - (d) agrees to pay penalties as set out in Ordering Paragraphs 5 if it fails to return 36 wells to compliance under the deadlines set by this Order or any amendments to this Order;
  - (e) waives any right, pursuant to the Oil and Gas Act or otherwise, to a hearing either prior or subsequent to the entry of this Order or to an appeal from this Order; and
  - (f) agrees that the Order and amendments to the Order may be enforced by Division or Oil Conservation Commission Order, by suit or otherwise to the same extent and with the same effect as a final Order of the Division or Oil Conservation Commission entered after notice and hearing in accordance with all terms and provisions of the Oil and Gas Act.
8. This Order applies only to those wells identified in Exhibit "A." Other wells operated by Operator out of compliance with Rule 201 may be subject to immediate enforcement action under the Oil and Gas Act.
9. The Oil Conservation Division reserves the right to file an application for hearing to obtain authority to plug any well identified in Exhibit "A" and forfeit the applicable financial assurance if the well poses an immediate environmental threat.
10. This Order is effective February 1, 2006.

Done at Santa Fe, New Mexico this 19 day of Jan, 2006

By: Mark Fesmire  
for Mark Fesmire, P.E.  
Director, Oil Conservation Division

**ACCEPTANCE**

Mountain States Petroleum Corporation hereby accepts the foregoing Order, and agrees to all of the terms and provisions set forth in that Order.

Denny M. Gl.  
Mountain States Petroleum Corporation

By: Denny M. Gl., P.E.

Title: Senior Petroleum Engr. & Agent  
Date: 1/19/06

# Exhibit A


Total Well Count:209 Inactive Well Count:148 Since:3/25/2005 + 3 wells with no record of production = 151 total wells

Printed On: Thursday, January 19 2006

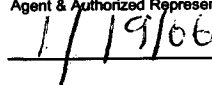
District	API	Well	ULSTR	OCD Unit	Land	Type	Last prod
1	30-025-07766	BLANKENSHIP #001	E-12-20S-38E	E	P	O	May-92
1	30-025-07769	BLANKENSHIP A #001	L-12-20S-38E	L	P	O	Jun-79
3	30-031-05522	HANSON #001X	K-6 -17N-08W	K	F	O	Dec-04
3	30-031-05528	HANSON #003	N-6 -17N-08W	N	F	O	Jul-04
3	30-031-05527	HANSON #004	6-6 -17N-08W	L	F	O	Dec-04
3	30-031-20042	HANSON #006	6-6 -17N-08W	L	F	O	Jul-04
3	30-031-20043	HANSON #007	7-6 -17N-08W	M	F	O	Dec-04
3	30-031-20044	HANSON #008	7-6 -17N-08W	M	F	O	Dec-04
3	30-031-20045	HANSON #009	6-6 -17N-08W	L	F	O	Jul-04
3	30-031-20046	HANSON #010	7-6 -17N-08W	M	F	O	Dec-04
3	30-031-20049	HANSON #011	K-6 -17N-08W	K	F	O	Jul-04
3	30-031-20047	HANSON #012	K-6 -17N-08W	K	F	O	Jul-04
3	30-031-20048	HANSON #013	N-6 -17N-08W	N	F	O	Dec-04
3	30-031-20142	HANSON #014	6-6 -17N-08W	L	F	O	Dec-04
3	30-031-20143	HANSON #015	7-6 -17N-08W	M	F	O	Dec-04
3	30-031-20145	HANSON #017	K-6 -17N-08W	K	F	O	Dec-04
3	30-031-20159	HANSON #021	K-6 -17N-08W	K	F	O	Jul-04
3	30-031-20419	HANSON #026	D-8 -17N-08W	D	F	O	Oct-04
3	30-031-20438	HANSON #029	7-6 -17N-08W	M	F	O	Jul-04
3	30-031-20447	HANSON #030	K-6 -17N-08W	K	F	O	Dec-04
3	30-031-20448	HANSON #031	K-6 -17N-08W	K	F	O	Dec-04
3	30-031-20599	HANSON #035	6-6 -17N-08W	L	F	O	Jul-04
3	30-031-20720	HANSON #036	N-6 -17N-08W	N	F	O	Jul-04
3	30-031-20810	HANSON #039	K-6 -17N-08W	K	N	O	Jul-04
3	30-031-20809	HANSON #040	N-6 -17N-08W	N	F	O	Dec-04
3	30-031-20850	HANSON #041	7-6 -17N-08W	M	N	O	Dec-04
3	30-031-20851	HANSON #042	6-6 -17N-08W	L	N	O	Jul-04
3	30-031-20338	HOSPAH SAND UNIT #001Y	2-1 -17N-09W	A	P	O	Nov-04
3	30-031-05185	HOSPAH SAND UNIT #002	L-1 -17N-09W	L	P	O	Nov-04
3	30-031-05205	HOSPAH SAND UNIT #003	N-36-18N-09W	N	S	O	Jul-04
3	30-031-05190	HOSPAH SAND UNIT #006	4-1 -17N-09W	C	P	O	Feb-05
3	30-031-05204	HOSPAH SAND UNIT #007	N-36-18N-09W	N	S	O	Nov-04
3	30-031-05176	HOSPAH SAND UNIT #009	J-1 -17N-09W	J	P	O	Feb-05
3	30-031-05208	HOSPAH SAND UNIT #010	N-36-18N-09W	N	S	O	Nov-04
3	30-031-20340	HOSPAH SAND UNIT #011Y	F-1 -17N-09W	F	P	O	Nov-04
3	30-031-05189	HOSPAH SAND UNIT #012	3-1 -17N-09W	B	P	O	Nov-04
3	30-031-05178	HOSPAH SAND UNIT #013	F-1 -17N-09W	F	P	O	Nov-04
3	30-031-05207	HOSPAH SAND UNIT #015	N-36-18N-09W	N	S	O	Nov-04
3	30-031-05211	HOSPAH SAND UNIT #016	O-36-18N-09W	O	S	O	Jul-04
3	30-031-05213	HOSPAH SAND UNIT #017	N-36-18N-09W	N	S	O	Jul-04
3	30-031-05203	HOSPAH SAND UNIT #019	O-36-18N-09W	O	S	O	Jul-04
3	30-031-05184	HOSPAH SAND UNIT #021	F-1 -17N-09W	F	P	O	Nov-04
3	30-031-05192	HOSPAH SAND UNIT #023	5-1 -17N-09W	D	P	O	Jul-04
3	30-031-05186	HOSPAH SAND UNIT #024	G-1 -17N-09W	G	P	O	Jul-04
3	30-031-05212	HOSPAH SAND UNIT #025	O-36-18N-09W	O	S	O	Nov-04
3	30-031-05214	HOSPAH SAND UNIT #027	P-36-18N-09W	P	S	O	Jul-04
3	30-031-05216	HOSPAH SAND UNIT #028	J-36-18N-09W	J	S	O	Nov-04
3	30-031-05225	HOSPAH SAND UNIT #029	G-36-18N-09W	G	S	O	Jul-04
3	30-031-05224	HOSPAH SAND UNIT #032	I-36-18N-09W	I	S	O	Jul-04
3	30-031-05223	HOSPAH SAND UNIT #034	J-36-18N-09W	J	S	O	Nov-04
3	30-031-05222	HOSPAH SAND UNIT #035	K-36-18N-09W	K	S	O	Jul-04
3	30-031-05217	HOSPAH SAND UNIT #036	J-36-18N-09W	J	S	O	Nov-04
3	30-031-05219	HOSPAH SAND UNIT #037	I-36-18N-09W	I	S	O	Jul-04
3	30-031-05179	HOSPAH SAND UNIT #038	F-1 -17N-09W	F	P	O	Jul-04
3	30-031-05171	HOSPAH SAND UNIT #039	K-1 -17N-09W	K	P	O	Jul-04
3	30-031-20269	HOSPAH SAND UNIT #048Y	O-36-18N-09W	O	S	O	Nov-04
3	30-031-05201	HOSPAH SAND UNIT #050	P-36-18N-09W	P	S	O	Nov-04
3	30-031-05194	HOSPAH SAND UNIT #051	3-1 -17N-09W	B	P	O	Nov-04
3	30-031-05182	HOSPAH SAND UNIT #052	G-1 -17N-09W	G	P	O	Jul-04
3	30-031-60022	HOSPAH SAND UNIT #053	O-36-18N-09W	O	S	O	Jul-04
3	30-031-05220	HOSPAH SAND UNIT #054	3-31-18N-08W	L	P	I	Nov-04
3	30-031-20104	HOSPAH SAND UNIT #056	G-1 -17N-09W	G	P	O	Nov-04
3	30-031-20116	HOSPAH SAND UNIT #059	J-36-18N-09W	J	P	O	Nov-04
3	30-031-20371	HOSPAH SAND UNIT #085	G-1 -17N-09W	G	P	O	Nov-04
3	30-031-20596	HOSPAH SAND UNIT #088	O-36-18N-09W	O	P	O	Nov-04
3	30-031-05193	HOSPAH SAND UNIT #089	3-1 -17N-09W	B	P	O	Nov-04
3	30-031-20608	HOSPAH SAND UNIT #095	3-1 -17N-09W	B	P	O	Nov-04
3	30-031-20717	HOSPAH SAND UNIT #096	K-36-18N-09W	K	P	O	Nov-04
3	30-031-20944	HOSPAH SAND UNIT #105	N-36-18N-09W	N	P	O	Nov-04
1	30-025-07281	PEOPLES SECURITY #001	L-23-16S-38E	L	P	O	Oct-04
3	30-031-05147	SANTA FE RAILROAD #003	1-7 -17N-08W	D	P	O	Nov-04
3	30-031-05151	SANTA FE RAILROAD #004	C-7 -17N-08W	C	P	O	Feb-05
3	30-031-05141	SANTA FE RAILROAD #007	2-7 -17N-08W	E	P	O	Jul-04
3	30-031-05531	SANTA FE RAILROAD #009	F-7 -17N-08W	F	P	O	Jul-04
3	30-031-20032	SANTA FE RAILROAD #012	1-7 -17N-08W	D	P	O	Feb-05
3	30-031-20038	SANTA FE RAILROAD #013	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20037	SANTA FE RAILROAD #014	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20036	SANTA FE RAILROAD #015	2-7 -17N-08W	E	P	O	Jul-04
3	30-031-20138	SANTA FE RAILROAD #018	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20139	SANTA FE RAILROAD #019	2-7 -17N-08W	E	P	O	Feb-05
3	30-031-20140	SANTA FE RAILROAD #020	F-7 -17N-08W	F	P	O	Feb-05
3	30-031-20452	SANTA FE RAILROAD #039	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20451	SANTA FE RAILROAD #040	2-7 -17N-08W	E	P	O	Jul-04
3	30-031-20594	SANTA FE RAILROAD #041	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20745	SANTA FE RAILROAD #042	F-7 -17N-08W	F	P	O	Nov-04
3	30-031-20712	SANTA FE RAILROAD #043	C-7 -17N-08W	C	P	O	Nov-04

3	30-031-20713	SANTA FE RAILROAD #044	C-7 -17N-08W	C	P	O	Jul-04
3	30-031-20804	SANTA FE RAILROAD #045	F-7 -17N-08W	F	P	O	Nov-04
3	30-031-20836	SANTA FE RAILROAD #047	1-7 -17N-08W	D	P	O	Jul-04
3	30-031-20837	SANTA FE RAILROAD #048	2-7 -17N-08W	E	P	O	Jul-04
3	30-031-20838	SANTA FE RAILROAD #049	2-7 -17N-08W	E	P	O	Nov-04
3	30-031-20854	SANTA FE RAILROAD #050	2-7 -17N-08W	E	P	O	Nov-04
3	30-031-05570	SANTA FE RAILROAD A #072	11-1 -17N-09W	P	P	O	Jul-04
3	30-031-20019	SANTA FE RAILROAD A #073	O-1 -17N-09W	O	P	O	Jul-04
3	30-031-20021	SANTA FE RAILROAD A #074	9-1 -17N-09W	I	P	O	Jul-04
3	30-031-20072	SANTA FE RAILROAD A #075	10-1 -17N-09W	P	P	O	Jul-04
3	30-031-20073	SANTA FE RAILROAD A #076	11-1 -17N-09W	P	P	O	Feb-05
3	30-031-20100	SANTA FE RAILROAD A #077	11-1 -17N-09W	P	P	O	Nov-04
3	30-031-20099	SANTA FE RAILROAD A #079	O-1 -17N-09W	O	P	O	Nov-04
3	30-031-20133	SANTA FE RAILROAD A #080	11-1 -17N-09W	P	P	O	Feb-05
3	30-031-20134	SANTA FE RAILROAD A #081	O-1 -17N-09W	O	P	O	Jul-04
3	30-031-20137	SANTA FE RAILROAD A #082	11-1 -17N-09W	P	P	O	Mar-05
3	30-031-20147	SANTA FE RAILROAD A #083	8-1 -17N-09W	I	P	I	Mar-05
3	30-031-20372	SANTA FE RAILROAD A #084	O-1 -17N-09W	O	P	I	Mar-05
3	30-031-20413	SANTA FE RAILROAD A #087	P-1 -17N-09W	P	P	I	Mar-05
3	30-031-20440	SANTA FE RAILROAD A #088	11-1 -17N-09W	P	P	O	Mar-05
3	30-031-20442	SANTA FE RAILROAD A #089	O-1 -17N-09W	O	P	O	Jul-04
3	30-031-20441	SANTA FE RAILROAD A #090	10-1 -17N-09W	P	P	O	Jul-04
3	30-031-20714	SANTA FE RAILROAD A #091	11-1 -17N-09W	P	P	O	Jul-04
3	30-031-20716	SANTA FE RAILROAD A #093	10-1 -17N-09W	P	P	O	Nov-04
3	30-031-20722	SANTA FE RAILROAD A #094	11-1 -17N-09W	P	P	O	Nov-04
3	30-031-20746	SANTA FE RAILROAD A #095	10-1 -17N-09W	I	P	O	Nov-04
3	30-031-20800	SANTA FE RAILROAD A #096	O-1 -17N-09W	O	P	O	Nov-04
3	30-031-20855	SANTA FE RAILROAD A #097	O-1 -17N-09W	O	P	I	Mar-05
3	30-031-20390	SANTA FE RR B #034	M-5 -17N-08W	M	P	O	Feb-04
3	30-031-20391	SANTA FE RR B #035	E-5 -17N-08W	E	P	I	Jul-04
3	30-031-05139	SOUTH HOSPAH UNIT #002	F-12-17N-09W	F	F	O	Mar-04
3	30-031-05145	SOUTH HOSPAH UNIT #004	C-12-17N-09W	C	F	O	Nov-04
3	30-031-20009	SOUTH HOSPAH UNIT #006	1-12-17N-09W	A	F	O	Mar-04
3	30-031-20012	SOUTH HOSPAH UNIT #007	4-12-17N-09W	H	F	O	Mar-04
3	30-031-20015	SOUTH HOSPAH UNIT #008	G-12-17N-09W	G	F	O	Mar-04
3	30-031-20013	SOUTH HOSPAH UNIT #009	B-12-17N-09W	B	F	O	Nov-04
3	30-031-60017	SOUTH HOSPAH UNIT #010	C-12-17N-09W	C	F	O	Aug-04
3	30-031-20016	SOUTH HOSPAH UNIT #011	F-12-17N-09W	F	F	O	Mar-04
3	30-031-20020	SOUTH HOSPAH UNIT #012	E-12-17N-09W	E	F	O	Mar-04
3	30-031-20054	SOUTH HOSPAH UNIT #013	F-12-17N-09W	F	F	O	Aug-04
3	30-031-20053	SOUTH HOSPAH UNIT #014	E-12-17N-09W	E	F	O	Nov-04
3	30-031-20055	SOUTH HOSPAH UNIT #015	E-12-17N-09W	E	F	O	Mar-04
3	30-031-20056	SOUTH HOSPAH UNIT #016	F-12-17N-09W	F	F	O	Nov-04
3	30-031-05134	SOUTH HOSPAH UNIT #021	K-12-17N-09W	K	F	O	Aug-04
3	30-031-05498	SOUTH HOSPAH UNIT #022	L-12-17N-09W	L	F	O	Mar-04
3	30-031-20091	SOUTH HOSPAH UNIT #024	B-12-17N-09W	B	F	O	Aug-04
3	30-031-20092	SOUTH HOSPAH UNIT #025	2-12-17N-09W	A	F	O	Nov-04
3	30-031-20093	SOUTH HOSPAH UNIT #026	1-12-17N-09W	A	F	O	Nov-04
3	30-031-20094	SOUTH HOSPAH UNIT #027	4-12-17N-09W	H	F	O	Mar-04
3	30-031-20095	SOUTH HOSPAH UNIT #028	2-12-17N-09W	A	F	O	Aug-04
3	30-031-20120	SOUTH HOSPAH UNIT #029	B-12-17N-09W	B	F	O	Aug-04
3	30-031-20121	SOUTH HOSPAH UNIT #030	B-12-17N-09W	B	F	O	Mar-05
3	30-031-20135	SOUTH HOSPAH UNIT #037X	D-12-17N-09W	D	F	O	Mar-04
3	30-031-20151	SOUTH HOSPAH UNIT #038	2-12-17N-09W	A	F	O	Mar-04
3	30-031-20360	SOUTH HOSPAH UNIT #046	E-12-17N-09W	E	F	O	Nov-04
3	30-031-20361	SOUTH HOSPAH UNIT #047	3-12-17N-09W	C	F	O	Nov-04
3	30-031-20362	SOUTH HOSPAH UNIT #048	G-12-17N-09W	G	F	O	Aug-04
3	30-031-20363	SOUTH HOSPAH UNIT #049	B-12-17N-09W	B	F	O	Nov-04
3	30-031-20364	SOUTH HOSPAH UNIT #050	2-12-17N-09W	A	F	O	Mar-04
3	30-031-20278	SOUTH HOSPAH UNIT #053	1-12-17N-09W	A	F	O	Nov-04
3	30-031-20546	SOUTH HOSPAH UNIT #061	B-12-17N-09W	B	F	O	Nov-04
3	30-031-20547	SOUTH HOSPAH UNIT #064	3-12-17N-09W	H	F	O	Dec-04
	30-031-05148	SANTA FE #002				O	
	30-031-20749	SANTA FE RR B #039				I	
	30-031-05594	HOSPAH SAND UNIT #055				O	

Signature:

  
 Mountain States Petroleum Corp.  
 Denny Miki, P.E.  
 Senior Petroleum Engineer  
 Agent & Authorized Representative

Date:

  
 1/19/06