# STATE/FEDERAL/FEE WATERFLOOD UNIT

UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE

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### NORTH DAGGER DRAW UPPER PENN UNIT

## EDDY COUNTY, NEW MEXICO

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BEFORE THE OIL CONSERVATION DIVISION Santa Fe, New Mexico Case Nos. 13227/13228 Exhibit No. 3 Submitted by: <u>Yates Petroleum Corporation</u> Hearing Date: <u>March 4, 2004</u>

#### STATE/FEDERAL/FEE WATERFLOOD UNITS

#### UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

#### TABLE OF CONTENTS

Page

SECTION 1.	ENABLING ACT AND REGULATIONS	1
SECTION 2.	LINIT AREA AND DEFINITIONS	1
SECTION 3.	EXHIBITS	3
SECTION 4.	EXPANSION	3
SECTION 5.	UNITIZED LAND	3
SECTION 6.	LINIT OPERATOR	4
SECTION 7.	RESIGNATION OR REMOVAL OF UNIT OPERATOR	4
SECTION 8.	SUCCESSOR UNIT OPERATOR	4
SECTION 9.	ACCOINTING PROVISIONS AND LINIT OPERATING AGREEMENT	4
SECTION 10.	RIGHTS AND OBLIGATIONS OF UNIT OPERATOR	4
SECTION 11.	PLAN OF OPERATIONS	5
SECTION 12.	LISE OF SURFACE AND LISE OF WATER	5
SECTION 13.	TRACT PARTICIPATION	5
SECTION 14.	TRACTS QUALIFIED FOR PARTICIPATION	5
SECTION 15.		6
Α.	ALLOCATION OF UNITIZED SUBSTANCES	6
B	EXCESS IMPLITED NEWLY DISCOVERED CRUDE OIL	6
С.	EXCESS IMPLITED STRIPPER CRUDE OIL	6
D.	TAKING UNITIZED SUBSTANCES IN KIND	6
SECTION 16.	OUTSIDE SUBSTANCES	, 7
SECTION 17.	ROYALTY SETTLEMENT	. 7
SECTION 18.	RENTALSETTLEMENT	. 7
SECTION 19.	CONSERVATION	. 8
SECTION 20.	DRAINAGE	. 8

Rev. 1/92

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u 1 4 1 1

SECTION 21.	LOSS OF TITLE	8
SECTION 22.	LEASES AND CONTRACTS CONFORMED AND EXTENDED	8
SECTION 23.	COVENANTS RUN WITH LAND	. 9
SECTION 24.	EFFECTIVE DATE AND TERM	. 9
SECTION 25.	RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION	10
SECTION 26.	NONDISCRIMINATION	10
SECTION 27.	APPEARANCES	10
SECTION 28.	NOTICES	10
SECTION 29.	NO WAIVER OF CERTAIN RIGHT	10
SECTION 30.	EQUIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY	10
SECTION 31.	LINAVOIDABLE DELAY	10
SECTION 32.	NONIOINDER AND SUBSEQUENT JOINDER	10
SECTION 33.	COUNTERPARTS	11
SECTION 34.	JOINDER IN DUAL CAPACITY	u
SECTION 35.	TAXES	11
SECTION 36.	NO PARTNERSHIP	11
SECTION 37.	PRODUCTION AS OF THE EFFECTIVE DATE	. 11
SECTION 38.	NO SHARING OF MARKET	. 11
SECTION 39.	STATUTORY UNITIZATION	. 11
EXHIBIT "A".	MAP OF UNIT AREA	. 14
EXHIBIT "B".	SCHEDULE OF OWNERSHIP	. 15
EXHIBIT "C".	SCHEDIILE OF TRACT PARTICIPATION	. 16

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2

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Rev. 1/92

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#### STATE/FEDERAL/FEE WATERFLOOD UNITS

#### UNIT AGREEMENT FOR THE DEVELOPMENT AND OPERATION OF THE NORTH DAGGER DRAW UPPER PENN UNIT EDDY COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1<sup>st</sup> day of October, 2003, 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 in the Unit Area subject to this Agreement;

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WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C. Sec. 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 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 Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1 of Chapter 176, Laws of 1961) (Chapter 19, Article 10, Section 45, New Mexico Statutes 1978 Annotated), to consent to and approve the development or operation of State lands under agreements made by lessees of State land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 1, Chapter 88, Laws 1943, as amended by Section 1, Chapter 162, Laws of 1951) (Chapter 19, Article 10, Section 47, New Mexico Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field or area; and

WHEREAS, the Oil Conservation Division of the State of New Mexico (hereinafter referred to as the "Division") is authorized by an Act of the Legislature (Chapter 72, Laws of 1935 as amended) (Chapter 70, Article 2, Section 2 et seq., New Mexico Statutes 1978 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico is authorized by law (Chapter 65, Article 3 and Article 14, N.M.S. 1953 Annotated) to approve this Agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interest in the 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 area 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 interest in the below-defined Unit Area, and agree severally among themselves as follows:

SECTION 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.

SECTION 2. LINIT AREA AND DEFINITIONS. For the purpose of this Agreement, the following terms and expressions as used herein shall mean:

(a) "Unit Area" is defined as those lands described in Exhibit "B" and depicted on Exhibit "A" hereof, and such land is hereby designated and recognized as constituting the Unit Area, containing 5,612.95 acres, more or less, in <u>Eddy</u> County, New Mexico.

(b) "Land Commissioner" is defined as the Commissioner of Public Lands of the State of New Mexico.

(c) "Division" is defined as the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico.

(d) "Authorized Officer" or "A.O." is any employee of the Bureau of Land Management who has been delegated the required authority to act on behalf of the BLM.

(e) "Secretary" is defined as the Secretary of the Interior of the United States of America, or his duly authorized delegate.

(f) "Department" is defined as the Department of the Interior of the United States of America.

(g) "Proper BLM Office" is defined as the Bureau of Land Management office having jurisdiction over the federal lands included in the Unit Area.

(h) "Unitized Formation" shall mean that interval underlying the Unit Area, the vertical limits of which extend from an upper limit described as the top of the Canyon Carbonate formation found at a depth of 7,680 feet, to a lower limit of the base of the Upper Canyon pay at a depth of 8,076 feet as shown on the GR/CNL/LDT/PBF and OR/DUAL LATEROLOG in the Yates Petroleum Corporation Vann "APD" #1 well (located at 660 feet FNL and 660 feet FWL of Section 21, T-19-S, R-25-E, Eddy County, New Mexico).

(i) "Unitized Substances" are all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons, other than outside substances, within and produced from the Unitized Formation.

(j) "Tract" is each parcel of land described as such and given a Tract number in Exhibit "B".

(k) "Tract Participation" is defined as the percentage of participation shown on Exhibit "B" for allocating Unitized Substances to a Tract under this agreement.

(1) "Unit Participation" is the sum of the percentages obtained by multiplying the Working Interest of a Working Interest Owner in each Tract by the Tract Participation of such Tract.

(m) "Working Interest" is the right to search for, produce and acquire Unitized Substances whether held as an incident of ownership of mineral fee simple title, under an oil and gas lease, operating agreement, or otherwise held, which interest is chargeable with and obligated to pay or bear, either in cash or out of production, or otherwise, all or a portion of the cost of drilling, developing and producing the Unitized Substances from the Unitized Formation and operations thereof hereunder. Provided that any royalty interest created out of a working interest subsequent to the execution of this Agreement by the owner of the working interest shall continue to be subject to such working interest burdens and obligations.

(n) "Working Interest Owner" is any party hereto owning a Working Interest, including a carried working interest owner, holding an interest in Unitized Substances by virtue of a lease, operating agreement, fee title or otherwise. The owner of oil and gas rights that are free of lease or other instrument creating a Working Interest in another shall be regarded as a Working Interest Owner to the extent of seveneighths (7/8) of his interest in Unitized Substances, and as a Royalty Owner with respect to his remaining one-eighth (1/8) interest therein.

(o) "Royalty Interest" or "Royalty" is an interest other than a Working Interest in or right to receive a portion of the Unitized Substances or the proceeds thereof and includes the royalty interest reserved by the lessor or by an oil and gas lease and any overriding royalty interest, oil payment interest, net profit contracts, or any other payment or burden which does not carry with it the right to search for and produce unitized substances.

(p) "Royalty Owner" is the owner of a Royalty Interest.

(q) "Unit Operating Agreement" is the agreement entered into by and between the Unit Operator and the Working Interest Owners as provided in Section 9, infra, and shall be styled "Unit Operating Agreement, <u>North Dagger Draw Upper Penn</u> Unit, <u>Eddy</u> County, New Mexico".

(r) "Oil and Gas Rights" is the right to explore, develop and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.

(s) "Outside Substances" is any substance obtained from any source other than the Unitized Formation and injected into the Unitized Formation.

(t) "Unit Manager" is any person or corporation appointed by Working Interest Owners to perform the duties of Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 7 hereof.

(u) "Unit Operator" is the party designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations.

(v) "Unit Operations" is any operation conducted pursuant to this Agreement and the Unit Operating Agreement.

(w) "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.

(x) "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.

(y) "Effective Date" is the date determined in accordance with Section 24, or as re-determined in accordance with Section 39.

EXHIBITS. The following exhibits are incorporated herein by reference: Exhibit "A" attached hereto is a man SECTION 3. showing the Unit Area and the boundaries and identity of tracts and leases in said Unit 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 asreage comprising each Tract, parosniages and kind of ownership of oil and gas interests in all lend in the Unit Area, and Tract Participation of each Tract. However, nothing herein or in said schedule of 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. The shapes and descriptions of the respective Tracts have been established by using the best information available. Each Working Interest Owner is responsible for supplying Unit Operator with accurate information relating to each Working Interest Owner's interest. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date hereof, should be divided into more than one Tract, or when any revision is requested by the A.O., or any correction of any error other than mechanical miscalculations or clerical is needed, then the Unit Operator, with the approval of the Working Interest Owners, may correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any reevaluation of engineering or geological interpretations used in determining. Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each other such revision of an exhibit shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit. Copies of such revision shall be filed with the Land Commissioner, and not less than four copies shall be filed with the A.O. In any such revision, there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof.

SECTION 4. EXPANSION. The above described Unit Area may, with the approval of the A.O., Land Commissioner, and the Working Interest Owner of the tract of land to be included, when practicable be expanded to include therein any additional Tract or Tracts regarded as reasonably necessary or advisable for the purposes of this Agreement provided, however, in such expansion there shall be no retroactive allocation or adjustment of Unit Expense or of interests in the Unitized Substances produced, or proceeds thereof. Pursuant to Subsection (b), the Working Interest Owners may agree upon an adjustment of investment by reason of the expansion. Such expansion shall be effected in the following manner:

(a) The Working Interest Owner or Owners of a Tract or Tracts desiring to bring such Tract or Tracts into this unit, shall file an application therefor with Unit Operator requesting such admission. No expansion of the Unit shall be permitted unless the owner of the tract to be included makes application and is in support of an amendment to the Unit Agreement providing for the inclusion of such additional tract, and,

(b) Unit Operator shall circulate such application requesting the proposed expansion to each Working Interest Owner in the Unit Area and in the Tract proposed to be included in the unit, setting out the basis for admission, the Tract Participation to be assigned to each Tract in the enlarged Unit Area and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if at least three Working Interest Owners having in the aggregate seventy-five percent (75%) of the Unit Participation then in effect have agreed to inclusion of such Tract or Tracts in the Unit Area, then Unit Operator shall:

1. After obtaining preliminary concurrence by the A.O., Land Commissioner and the Working Interest Owner of the tract of land to be included into the Unit, prepare a notice of proposed expansion describing the contemplated changes in the boundaries of the Unit Area, the reason therefor, the basis for admission of the additional Tract or Tracts, the Tract Participation to be assigned thereto and the proposed effective date thereof; and

2. Deliver copies of said notice to Land Commissioner, the A.O. at the proper BLM Office, each Working Interest Owner and to the last known address of each lessee and lessor whose interests are affected, advising such parties that thirty (30) days will be allowed for submission to the Unit Operator of any objection to such proposed expansion; and

3. File, upon the expiration of said thirty (30) day period as set out in (2) immediately above with the Land Commissioner and A.O. and the Working Interest Owner of the tract of land to be included into the Unit, the following: (a) evidence of mailing or delivering copies of said notice of expansion; (b) an application for approval of such expansion; (c) an instrument containing the appropriate joinders in compliance with the participation requirements of Section 14, and Section 34, infra; and (d) a copy of all objections received along with the Unit Operator's response thereto.

The expansion shall, after due consideration of all pertinent information and approval by the Land Commissioner and the A.O., become effective as of the date prescribed in the notice thereof, preferably the first day of the month subsequent to the date of notice. The revised Tract Participation of the respective Tracts included within the Unit Area prior to such enlargement shall remain the same ratio one to another.

SECTION 5. LINITIZED\_LAND. All land committed to this Agreement as to the Unitized Formation shall constitute land referred to herein as "Unitized Land" or "Land subject to this Agreement". Nothing herein shall be construed to unitize, pool, or in any way affect the oil, gas and other minerals contained in or that may be produced from any formation other than the Unitized Formation as defined in Section 2 (h) of this Agreement.

SECTION 6. <u>LINIT OPERATOR</u>. <u>Yates Petroleum Corporation</u> is hereby designated the Unit Operator, and by signing this instrument as Unit Operator, agrees and consents to accept the duties and obligations of Unit Operator for the operation, 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 interests in Unitized Substances, when such interest are owned by it and the term "Working Interest Owner" when used herein shall include or refer to the Unit Operator as the owner of a Working Interest when such an interest is owned by it.

Unit Operator shall have a lien upon interests of Working Owners in the Unit Area to the extent provided in the Unit Operating Agreement.

SECTION 7. 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 Operators rights as such for a period of six (6) months after written notice of intention to resign has been given by Unit Operator to all Working Interest Owners, the Land Commissioner and the A.O. unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

The Unit Operator shall, upon default or failure in the performance of its duties and obligations hereunder, be subject to removal by Working Interest Owners having in the aggregate eighty percent (80%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon notice thereof to the Land Commissioner and the A.O.

In all such instances of effective resignation or removal, until a successor to Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager 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 wells, equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SLICCESSOR LINIT OPERATOR. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. 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 Land Commissioner and the A.O. If no successor Unit Operator or Unit Manager is selected and qualified as herein provided, the Land Commissioner and/or the A.O., at their election, may declare this Agreement terminated.

In selecting a successor Unit Operator, the affirmative vote of three or more Working Interest Owners having a total of sixty-five percent (65%) or more of the total Unit Participation shall prevail; provided that if any one Working Interest Owner has a Unit Participation of more than thirty-five percent (35%), its negative vote or failure to vote shall not be regarded as sufficient unless supported by the vote of one or more other Working Interest Owners having a total Unit Participation of at least five percent (5%). If the Unit Operator who is removed votes only to succeed itself or fails to vote, the successor Unit Operator may be selected by the affirmative vote of the owners of at least seventy-five percent (75%) of the Unit Participation remaining after excluding the Unit Participation of Unit Operator so removed.

#### SECTION 9. ACCOUNTING PROVISIONS AND LINIT OPERATING AGREEMENT.

Costs and expenses incurred by Unit Operator in conducting Unit Operations hereunder shall be paid, apportioned among and borne by the Working Interest Owners in accordance with 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 contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest Owners; however, no such Unit Operating Agreement shall be deerned either to modify any of the terms and conditions of this Agreement or to relieve the Unit Operator of any right or obligation established under this Agreement, and in case of any inconsistency or conflict between this Agreement and the Unit Operating Agreement, this Agreement shall prevail. Copies of any Unit Operating Agreement executed pursuant to this Section shall be filed with the Land Commissioner and with the A.O. at the Proper BLM Office as required prior to approval of this Agreement.

SECTION 10. 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 delegated to and shall be exercised by the Unit Operator as herein provided. Upon request, 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 or to any lease or operating 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.

SECTION 11. PLAN OF OPERATIONS. It is recognized and agreed by the parties hereto that all of the land subject to this Agreement is reasonably proved to be productive of Unitized Substances and that the object and purpose of this Agreement is to formulate and to put into effect an improved recovery project in order to effect additional recovery of Unitized Substances, prevent waste and conserve natural resources. Unit Operator shall have the right to inject into the Unitized Formation any substances for secondary recovery or enhanced recovery purposes in accordance with a plan of operation approved by the Working Interest Owners, the A.O., the Land Commissioner and the Division, including the right to drill and maintain injection wells on the Unitized Land and completed in the Unitized Formation, and to use abandoned well or wells producing from the Unitized Formation for said purpose. Subject to like approval, the Plan of Operation may be revised as conditions may warrant.

The initial Plan of Operation shall be filed with the A.O., the Land Commissioner and the Division concurrently with the filing of the Unit Agreement for final approval. Said initial plan of operations and all revisions thereof shall be as complete and adequate as the A.O., the Land Commissioner and the Division may determine to be necessary for timely operation consistent herewith. Upon approval of this Agreement and the initial plan by the A.O. and Commissioner, said plan, and all subsequently approved plans, 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 like approval a plan for an additional specified period of operations. After such operations are commenced, reasonable diligence shall be exercised by the Unit Operator in complying with the obligations of the approved Plan of Operation.

Notwithstanding anything to the contrary herein contained, should the Unit Operator fail to commence Unit Operations for the secondary recovery of Unitized Substances from the Unit Area within eighteen (18) months after the effective date of this Agreement, or any extension thereof approved by the A.O., this Agreement shall terminate automatically as of the date of default.

SECTION 12. USE OF SURFACE AND USE OF WATER. The parties to the extent of their rights and interests, hereby grant to Unit Operator the right to use as much of the surface, including the water thereunder, of the Unitized Land as may reasonably be necessary for Unit Operations.

Unit Operator's free use of water or brine or both for Unit Operations, shall not include any water from any well, lake, pond or irrigation ditch of a surface owner, unless approval for such use is granted by the surface owner.

Unit Operator shall pay the surface owner for damages to growing crops, fences, improvements and structures on the Unitized Land that result from Unit Operations, and such payments shall be considered as items of unit expense to be borne by all the Working Interest Owners of lands subject hereto.

SECTION 13. TRACT PARTICIPATION. In Exhibit "B" attached hereto there are listed and numbered the various Tracts within the Unit Area, and set forth opposite each Tract are figures which represent the Tract Participation, during Unit Operations if all Tracts in the Unit Area qualify as provided herein. The Tract Participation of each Tract as shown in Exhibit "B" was determined in accordance with the following formula:

#### Tract Participation = 70% A + 30% B

- A = the Area Ratio based on the ratio of the total acreage within the Tract divided by the total acreage within the Unit Area.
- B = the Reserves Ratio based on the ratio of the total Remaining Primary Barrels of Oil Equivalent as of January 1, 2003 for wells within the Tract divided by the total Remaining Primary Barrels of Oil Equivalent as of January 1, 2003 for wells within the Unit Area. Here Barrels of Oil Equivalent (BOE) is calculated as gas volume in Mcf divided by 6 plus oil volume in STBO. (BOE = STBO + MCF/6)

In the event less than all Tracts are qualified on the Effective Date hereof, the Tract Participation shall be calculated on the basis of all such qualified Tracts rather than all Tracts in the Unit Area.

SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, the Tracts within the Unit Area which shall be entitled to participation in the production of Unitized Substances shall be those Tracts more particularly described in Exhibit "B" that corner or have a common boundary (Tracts separated only by a public road or a railroad right-of-way shall be considered to have a common boundary), and that otherwise qualify as follows:

(a) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement and as to which Royalty Owners owning seventy-five percent (75%) or more of the Royalty Interest have become parties to this Agreement.

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest have become parties to this Agreement, and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest have become parties to this Agreement, and as to which (1) the Working Interest Owner who operates the Tract and Working Interest Owners owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract have joined in a request for the inclusion of such Tract, and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the combined Unit Participation in all Tracts that meet the requirements of Section 14 (a) above have voted in favor of the inclusion of such tract.

(c) Each Tract as to which Working Interest Owners owning less than one hundred percent (100%) of the Working Interest have become parties to this Agreement, regardless of the percentage of Royalty Interest therein that is committed hereto; and as to which (1) the

Working Interest Owner who operates the Tract and Working Interest Owner owning at least seventy-five percent (75%) of the remaining Working Interest in such Tract who have become parties to this Agreement have joined in a request for inclusion of such Tract, and have executed and delivered, or obligated themselves to execute and deliver an indemnity agreement indemnifying and agreeing to hold harmless the other owners of committed Working Interests, their successors and assigns, against all claims and demands that may by made by the owners of Working Interest in such Tract who are not parties to this Agreement, and which arise out of the inclusion of the Tract; and as to which (2) Working Interest Owners owning at least seventy-five percent (75%) of the Unit Participation in all Tracts that meet the requirements of Section 14 (a) and 14 (b) have voted in favor of the inclusion of such Tract, and to accept the indemnity agreement. Upon the inclusion of such a Tract, the Tract Participation which would have been attributed to the non-subscribing owners of Working Interest in such Tract, had they become parties to this Agreement and the Unit Operating Agreement, shall be attributed to the Working Interest owners in such Tract who have become parties to such agreements, and joined in the indemnity agreement, in proportion to their respective Working Interests in the Tract.

If on the Effective Date of this Agreement there is any Tract or Tracts which have not been effectively committed to or made subject to this Agreement by qualifying as above provided, then such Tract or Tracts shall not be entitled to participate hereunder. Unit Operator shall, when submitting this Agreement for final approval by the Land Commissioner and the A.O., file therewith a schedule of those tracts which have been committed and made subject to this Agreement and are entitled to participate in Unitized Substances. Said schedule shall set forth opposite each such committed Tract the lease number or assignment number, the owner of record of the lease, and the percentage participation of such tract which shall be computed according to the participation formula set forth in Section 13 (Tract Participation) above. This schedule of participation shall be revised Exhibit "B" and upon approval thereof by the Land Commissioner and the A.O., shall become a part of this Agreement and shall govern the allocation of production of Unitized Substances until a new schedule is approved by the Land Commissioner and A.O.

SECTION 15.A. ALLOCATION OF UNITIZED SUBSTANCES. All Unitized Substances produced and saved (less, save and except any part of such Unitized Substances used in conformity with good operating practices on unitized land for drilling, operating, camp and other production or development purposes and for injection or unavoidable loss in accordance with a Plan of Operation approved by the A.O. and Land Commissioner) shall be apportioned among and allocated to the qualified Tracts in accordance with the respective Tract Participations effective hereunder during the respective periods such Unitized Substances were produced, as set forth in the schedule of participation in Exhibit "B". The amount of Unitized Substances so allocated to each Tract, and only that amount (regardless of whether it be more or less than the amount of the actual production of Unitized Substances from the well or wells, if any, on such Tract) shall, for all intents, uses and purposes, be deemed to have been produced from such Tract.

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 Tracts, or in the proceeds thereof, had this Agreement not been entered into; and with the same legal force and effect.

No Tract committed to this Agreement and qualified for participation as above provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances.

If the Working Interest and/or the Royalty Interest in any Tract are divided with respect to separate parcels or portions of such Tract and owned now or hereafter in severalty by different persons, the Tract Participation shall in the absence of a recordable instrument executed by all owners in such Tract and furnished to Unit Operator fixing the divisions of ownership, be divided among such parcels or portions in proportion to the number of surface acres in each.

SECTION 15.B. EXCESS IMPLITED NEWLY DISCOVERED CRUDE OIL. Each Tract shall be allocated any excess imputed newly discovered crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of barrels of crude oil allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed newly discovered crude oil allocated to each such Tract, when added to the total number of barrels of imputed newly discovered crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.C. EXCESS IMPLITED STRIPPER CRUDE OIL. Each Tract shall be allocated any excess imputed stripper crude oil in the proportion that its Tract Participation bears to the total of the Tract Participations of all Tracts not previously allocated the total number of crude oil barrels allocable to these Tracts out of unit production in accordance with the Tract Participations of such Tracts; provided, however, that excess imputed stripper crude oil allocated to each such Tract, when added to the total number of barrels of imputed stripper crude oil previously allocated to it, shall not exceed, in any month, the total number of barrels of oil allocable to it out of unit production in accordance with its Tract Participation.

SECTION 15.D. 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. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose within the Unitized Area, provided the same are so constructed, maintained and operated as not to interfere with Unit Operations. Subject to Section 17 hereof, any extra expenditure incurred by Unit Operator by reason of the delivery in kind of any portion of the Unitized Substances shall be borne by the party taking delivery. In the event any Working Interest Owner shall fail to take or otherwise adequately dispose of its proportionate share of the production from the Unitized Formation then so long as such condition continues, Unit Operator, for the account and at the expense of the Working Interest Owner of the Tract or Tracts concerned, and in order to avoid curtailing the operation of the Unit Area, may, but shall not be required to, sell or otherwise dispose of such production to itself or to others, provided that all contracts of sale by Unit Operator of any other party'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, and at not less than the prevailing market price in the area for like production, and the account of such Working Interest Owner shall be charged therewith as having received such production. The net proceeds, if any, of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owner of the Tract or Tracts concerned. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any Working Interest Owner's share of gas production without first giving such Working Interest Owner sixty (60) days' notice of such intended sale.

Any Working Interest Owner receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract, or receiving the proceeds therefrom if the same is sold or purchased by Unit Operator, shall be responsible for the payment of all royalty, overriding royalty and production payments due thereon, and each such party shall hold each other Working Interest Owner harmless against all claims, demands and causes of action by owners of such royalty, overriding royalty and production payments.

if, after the Effective Date of this Agreement, there is any Tract or Tracts that are subsequently committed hereto, as provided in Section 4 (Expansion) hereof, or any Tract or Tracts within the Unit Area not committed hereto as of the Effective Date hereof but which are subsequently committed hereto under the provisions of Section 14 (Tracts Qualified for Participation) and Section 32 (Non-joinder and Subsequent Joinder); or if

any Tract is excluded from this Agreement as provided for in Section 21 (Loss of Title), the schedule of participation as shown in Exhibit "B" shall be revised by the Unit Operator; and the revised Exhibit "B", upon approval by the Land Commissioner and the A.O., shall govern the allocation of production on and after the effective date thereof until a revised schedule is approved as hereinabove provided.

SECTION 16. <u>OUTSIDE SUBSTANCES</u>. If gas obtained from formations not subject to this Agreement is introduced into the Unitized Formation for use in repressuring, stimulating of production or increasing ultimate recovery which shall be in conformity with a Plan of Operation first approved by the Land Commissioner and the A.O., a like amount of gas with appropriate deduction for loss or depletion from any cause may be withdrawn from unit wells completed in the Unitized Formation royalty free as to dry gas, but not royalty free as to the products extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved Plan of Operation or as otherwise may be consented to or prescribed by the Land Commissioner and the A.O. as conforming to good petroleum engineering practices and provided further that such right of withdrawal shall terminate on the termination date of this Agreement.

SECTION 17. ROYALTY SETTLEMENT. The State of New Mexico and United States of America and all Royalty Owners who, under an existing contract, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall continue to be entitled to such right to take in kind their share of the Unitized Substances allocated to such Tract, and Unit Operator shall make deliveries of such Royalty share taken in kind in conformity with the applicable contracts, laws and regulations. Settlement for Royalty not taken in kind shall be made by 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 Royalty due under the leases, except that such Royalty shall be computed on Unitized Substances as allocated to each Tract in accordance with the terms of this Agreement. With respect to Federal leases committed hereto on which the royalty rate depends upon the daily average production per well, such average production shall be determined in accordance with the operating regulations pertaining to Federal leases as though the committed Tracts were included in a single consolidated lease.

If the amount of production or the proceeds thereof accruing to any Royalty Owner (except the United States of America) in a Tract depends upon the average production per well or the average pipeline runs per well from such Tract during any period of time, then such production shall be determined from and after the effective date hereof by dividing the quantity of Unitized Substances allocated hereunder to such Tract during such period of time by the number of wells located thereon capable of producing Unitized Substances as of the Effective Date hereof, provided that any Tract not having any well so capable of producing Unitized Substances on the Effective Date hereof shall be considered as having one such well for the purpose of this provision.

All Royalty due the State of New Mexico and the United States of America and the other Royalty Owners hereunder shall be computed and paid on the basis of all Unitized Substances allocated to the respective Tract or Tracts committed hereto, in lieu of actual production from such Tract or Tracts.

With the exception of Federal and State requirements to the contrary, Working Interest Owners may use or consume Unitized Substances for Unit Operations and no Royalty, overriding royalty, production or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

Each Royalty Owner (other than the State of New Mexico and the United States of America) that executes this Agreement represents and warrants that it is the owner of a Royalty Interest in a Tract or Tracts within the Unit Area as its interest appears in Exhibit "B" attached hereto. If any Royalty Interest in a Tract or Tracts should be lost by title failure or otherwise in whole or in part, during the term of this Agreement, then the Royalty Interest of the party representing himself to be the owner thereof shall be reduced proportionately and the interest of all parties shall be adjusted accordingly.

SECTION 18. RENTAL SETTLEMENT. Rentals or minimum Royalties due on the 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 for lands of the State of New Mexico subject to this Agreement shall be paid at the rate specified in the respective leases from the State

of New Mexico. Rental or minimum Royalty for lands of the United States of America subject to this Agreement shall be paid at the rate specified in the respective leases from the United States of America, unless such rental or minimum Royalty is waived, suspended or reduced by law or by approval of the Secretary or his duly authorized representative.

SECTION 19. 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 Federal and State laws and regulations.

SECTION 20. DRAINAGE. The Unit Operator shall take all reasonable and prudent measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this Agreement.

The Unit Operator, upon approval by the Working Interest Owners, the A.O. and the Land Commissioner, is hereby empowered to enter into a borderline agreement or agreements with working interest owners of adjoining lands not subject to this Agreement with respect to operation in the border area for the maximum economic recovery, conservation purposes and proper protection of the parties and interest affected.

SECTION 21. 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 Agreement, such Tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title 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 State or Federal lands or leases, no payments of funds due the United States or the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the A.O. or Land Commissioner (as the case may be) 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.

If the title or right of any party claiming the right to receive in kind all or any portion of the Unitized Substances allocated to a Tract is in dispute, Unit Operator at the direction of Working Interest Owners shall either:

(a) require that the party to whom such Unitized Substance 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 judgement 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.

Each Working Interest Owner shall indemnify, hold harmless, and defend all other Working Interest Owners against any and all claims by any party against the interest attributed to such Working Interest Owner on Exhibit "B".

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

SECTION 22. 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 on 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 and the Land Commissioner, respectively, shall and by their approval hereof, or by the approval hereof by their duly authorized representatives, do hereby establish, alter, change or revoke the drilling, producing, rental, minimum Royalty and Royalty requirements of Federal and State leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this Agreement.

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 lands subject to this Agreement under the terms hereof shall be deemed full performance of all obligations for development and operation with respect to each Tract subject to this Agreement, regardless of whether there is any development of any 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, producing or improved recovery operations performed hereunder shall be deemed to be performed upon and for the benefit of each Tract, 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 within the Unit Area pursuant to direction or consent of the Land Commissioner and the A.O., or their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each Tract within the Unitized Area.

(d) Each lease, sublease, or contract relating to the exploration, drilling, development, or operation for oil and gas 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 lease embracing lands of the State of New Mexico which is made subject to this Agreement shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

(f) Any lease embracing lands of the State of New Mexico having only a portion of its land committed hereto shall be segregated as to that portion committed and that not committed, and the terms of such lease shall apply separately to such segregated portions commencing as of the Effective Date hereof. Provided, however, that notwithstanding any of the provisions of this Agreement to the contrary, such lease (including both segregated portions) shall continue in full force and effect beyond the term provided therein as to all lands embraced in such lease if oil or gas is, or has heretofore been discovered in 'paying quantities on some part of the lands embraced in such lease committed to this Agreement or, so long as a portion of the Unitized Substances produced from the Unit Area is, under the terms of this Agreement, allocated to the portion of the lands covered by such lease committed to this Agreement, or, at any time during the term hereof, as to any lease that is then valid and subsisting and upon which the lease or the Unit Operator is then engaged in bena fide effilling, reworking, or improved recovery operations on any part of the lands embraced in such lease, then the same as to all lands embraced therein shall remain in full force and effect so long as such operations are diligently prosecuted, and if they result in the production of oil or gas, said lease shall continue in full force and effect as to all of the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

(g) The segregation of any Federal lease committed to this Agreement is governed by the following provision in the fourth paragraph of Section 17 (j) of the Mineral Leasing Act, as amended by the Act of September 2, 1960 (74 Stat. 781-784): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization; provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

SECTION 23. 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, or acceptable photostatic or certified copy, of the recorded instrument or 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, or acceptable photostatic or certified copy, of the recorded instrument or transfer.

SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become binding upon each party who executes or ratifies it as of the date of execution or ratification by such party and shall become effective on the first day of the calendar month next following the approval of this Agreement by the A.O., the Land Commissioner and the Commission.

If this Agreement does not become effective on or before \_\_\_\_\_\_, it shall ipso facto expire on said date (hereinafter call "Expiration Date") and thereafter be of no further force or effect, unless prior thereto this Agreement has been executed or ratified by Working Interest Owners owning a combined Participation of at least seventy-five percent (75%); and at least seventy-five percent (75%) of such Working Interest Owners committed to this Agreement have decided to extend Expiration Date for a period not to exceed one (1) year (hereinafter called "Extended Expiration Date"). If Expiration Date is so extended and this Agreement does not become effective on or before the Extended Expiration Date, it shall ipso facto expire on Extended Expiration Date and thereafter be of no further force and effect.

The terms of this Agreement shall be for and during the time that Unitized Substances are produced from the unitized land and so long thereafter as drilling, reworking or other operations (including improved recovery operations) are prosecuted thereon without cessation of more than ninety (90) consecutive days unless sooner terminated as herein provided.

This Agreement may be terminated with the approval of the Land Commissioner and the A.O. by Working Interest Owners owning eighty percent (80%) of the Unit Participation then in effect whenever such Working Interest Owners determine that Unit Operations are no longer profitable, or in the interest of conservation. Upon approval, such termination shall be effective as of the first day of the month after said Working Interest Owners' determination. Notice of any such termination shall be filed by Unit Operator in the office of the County Clerk of <u>Eddy</u> County, New Mexico, within thirty (30) days of the effective date of termination.

Upon termination of this Agreement, the parties hereto shall be governed by the terms and provisions of the leases and contracts affecting the separate Tracts just as if this Agreement had never been entered into.

Notwithstanding any other provisions in the leases unitized under this Agreement, Royalty Owners hereby grant Working Interest Owners a period of six months after termination of this Agreement in which to salvage, sell, distribute or otherwise dispose of the personal property and facilities used in connection with Unit Operations. SECTION 25. RATE OF PROSPECTING, DEVELOPMENT & PRODUCTION. All production and the disposal thereof shall be in conformity with allocations and quotas made or fixed by any duly authorized person or regulatory body under any Federal or State Statute. The A.O. is hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and within the limits made or fixed by the Division to alter or modify the quantity and rate of production under this Agreement, 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; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico as to the rate of new Mexico or privately-owned lands subject to this Agreement or to the quantity and rate of production from such lands in the absence of specific written approval thereof by the Division.

Powers in this Section vested in the A.O. shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not isss than fifteen (15) days from notice, and thereafter subject to administrative appeal before becoming final.

SECTION 26. NONDISCRIMINATION. Unit Operator in connection with the performance of work under this Agreement relating to leases of the United States, agrees to comply with all of the provisions of Section 202 (1) to (7) inclusive of Executive Order 11246, (30 F.R. 12319), which are hereby incorporated by reference in this Agreement.

SECTION 27. APPEARANCES. Unit Operator shall have the right to appear for or on behalf of any interests affected hereby before the Land Commissioner, the Department, and the Division, and to appeal from any order issued under the rules and regulations of the Land Commissioner, the Department or the Division, or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Land Commissioner, the Department or the Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at his or its own expense to be heard in any such proceeding.

SECTION 28. NOTICES. All notices, demands, objections or statements required hereunder to be given or rendered to the parties hereto shall be deemed fully given if made in writing and personally delivered to the party or parties or sent by postpaid certified or registered mail, addressed to such party or parties at their last known address set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 29. NO WAIVER OF CERTAIN RIGHT. 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 Lands are located, 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; provided, however, each party hereto covenants that it will not resort to any action to partition the unitized land or the Unit Equipment.

SECTION 30. EQLIPMENT AND FACILITIES NOT FIXTURES ATTACHED TO REALTY. Each Working Interest Owner has heretofore placed and used on its Tract or Tracts committed to this Agreement various well and lease equipment and other property, equipment and facilities. It is also recognized that additional equipment and facilities may hereafter be placed and used upon the Unitized Land as now or hereafter constituted. Therefore, for all purposes of this Agreement, any such equipment shall be considered to be personal property and not fixtures attached to realty. Accordingly, said well and lease equipment and personal property is hereby severed from the mineral estates affected by this Agreement, and it is agreed that any such equipment and personal property shall be and remain personal property of the Working Interest Owners for all purposes.

SECTION 31. LINAVOIDABLE DELAY. All obligations under this Agreement requiring the Unit Operator to commence or continue improved recovery operations 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 agency, unavoidable accident, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 32. NONIOINDER AND SUBSEQUENT IOINDER. Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order for the interest of such Royalty Owner to be regarded as effectively committed. Joinder to this Agreement by a Working Interest Owner, at any time, must be accompanied by appropriate joinder to the Unit Operating Agreement in order for such interest to be regarded as effectively committed to this Agreement.

Any oil or gas interest in the Unitized Formations not committed hereto prior to submission of this Agreement to the Land Commissioner and the A.O. for final approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 14 (Tracts Qualified for Participation) hereof, at any time up to the Effective Date hereof on the same basis of Tract Participation as provided in Section 13, by the owner or owners thereof subscribing, ratifying, or consenting in writing to this Agreement and, if the interest is a Working Interest, by the owner of such interest subscribing also to the Unit Operating Agreement.

It is understood and agreed, however, that from and after the Effective Date hereof the right of subsequent joinder as provided in this Section shall be subject to such requirements or approvals and on such basis as may be agreed upon by Working Interest Owners owning not less than eighty percent (80%) of the Unit Participation then in effect, and approved by the Land Commissioner and A.O. Such subsequent joinder by a proposed Working Interest Owner must be evidenced by his execution or ratification of this Agreement and the Unit Operating Agreement and, where State or Federal land is involved, such joinder must be approved by the Land Commissioner or A.O. Such joinder by a proposed Royalty Owner must be evidenced by his execution, ratification or consent of this Agreement and must be consented to in writing by the Working Interest Owner responsible for the payment of any benefits that may accrue hereunder in behalf of such proposed Royalty Owner. Except as may be otherwise herein provided, subsequent joinder to this Agreement shall be effective as of the first day of the month following the filing with the Land Commissioner and A.O. of duly executed counterparts of any and all documents necessary to establish effective commitment of any Tract or interest to this Agreement, unless objection to such joinder by the Land Commissioner or the A.O., is duly made sixty (60) days after such filing.

SECTION 33. <u>COUNTERPARTS</u>. This Agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties and 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 parties had signed the same document, and regardless of whether or not it is executed by all other parties hereto, their successors, heirs and assigns.

SECTION 34. <u>IOINDER IN DUAL CAPACITY</u>. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party; provided, that if the party is the owner of a Working Interest, he must also execute the Unit Operating Agreement.

SECTION 35. 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. No taxes shall be charged to the United States or to the State of New Mexico, nor to any lessor who has a contract with a lessee which requires his lessee to pay such taxes.

SECTION 36. <u>NO PARTNERSHIP</u>. 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 obligation as herein provided.

SECTION 37. PRODUCTION AS OF THE EFFECTIVE DATE. Unit Operator shall make a proper and timely gauge of all leases and other tanks within the Unit Area in order to ascertain the amount of merchantable oil above the pipeline connection, in such tanks as of 7:00 a.m. on the Effective Date hereof. All such oil which has been produced in accordance with established allowables shall be and remain the property of the Working Interest Owner entitled thereto, the same as if the unit had not been formed; and the responsible Working Interest Owner shall promptly remove said oil from the unitized land. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owners, subject to the payment of all Royalty to Royalty Owners under the terms hereof. The oil that is in excess of the prior allowable of the wells from which it was produced shall be regarded as Unitized Substances produced after Effective Date hereof.

If, as of the Effective Date hereof, any Tract is overproduced with respect to the allowable of the wells on that Tract and the amount of over-production has been sold or otherwise disposed of, such over-production shall be regarded as a part of the Unitized Substances produced after the Effective Date hereof and shall be charged to such Tract as having been delivered to the parties entitled to Unitized Substances allocated to such Tract.

SECTION 38. 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.

SECTION 39. STATUTORY LINITIZATION. If and when Working Interest Owners owning at least seventy-five percent (75%) Unit Participation and Royalty Owners owning at least seventy-five percent (75%) Royalty Interest have become parties to this Agreement or have approved this Agreement in writing and such Working Interest Owners have also become parties to the Unit Operating Agreement, Unit Operator may make application to the Division for statutory unitization of the uncommitted interests pursuant to the Statutory Unitization Act (Chapter 65, Article 14, N.M.S. 1953 Annotated). If such application is made and statutory unitization is approved by the Division, then effective as of the date of the Division's order approving statutory unitization, this Agreement and/or the Unit Operating Agreement shall automatically be revised and/or amended in accordance with the following:

(1) Section 14 of this Agreement shall be revised by substituting for the entire said section the following:

"SECTION 14. TRACTS QUALIFIED FOR PARTICIPATION. On and after the Effective Date hereof, all Tracts within the Unit Area shall be entitled to participation in the production of Unitized Substances."

(2) Section 24 of this Agreement shall be revised by substituting for the first three paragraphs of said section the following:

"SECTION 24. EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of the calendar month next following the effective date of the Division's order approving statutory unitization upon the terms and conditions of this Agreement, as amended (if any amendment is necessary) to conform to the Division's order; approval of this Agreement, as so amended, by the Land Commissioner; and the A.O. and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of <u>Eddy</u>. County, New Mexico. Unit Operator shall not file this Agreement or notice thereof for record, and hence this Agreement shall not become effective, unless within ninety (90) days after the date all other prerequisites for effectiveness of this Agreement have been satisfied, such filing is approved by Working

Interest Owners owning a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

"Unit Operator shall, within thirty (30) days after the Effective Date of this Agreement, file for record in the office of the County Clerk of <u>Eddy</u> County, New Mexico, a certificate to the effect that this Agreement has become effective in accordance with its terms, therein identifying the Division's order approving statutory unitization and stating the Effective Date."

(3) This Agreement and/or the Unit Operating Agreement shall be amended in any and all respects necessary to conform to the Division's order approving statutory unitization.

Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving statutory unitization shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said parties, except as follows:

(a) if any amendment of this Agreement has the effect of reducing any Royalty Owner's participation in the production of Unitized Substances, such Royalty Owner shall not be deemed to have hereby approved the amended agreement without the necessity of further approval in writing by said Royalty Owner; and

(b) If any amendment of this Agreement and/or the Unit Operating Agreement has the effect of reducing any Working Interest Owner's participation in the production of Unitized Substances or increasing such Working Interest Owner's share of Unit Expense, such Working Interest Owner shall not be deemed to have hereby approved the amended agreements without he necessity of further approval in writing by said Working Interest Owner.

Executed as of the day and year first above written.

YATES PETROLEUM Attorney-in-Fact

Date of Execution:

STATE OF NEW MEXICO)

)ss.

)

COUNTY OF EDDY

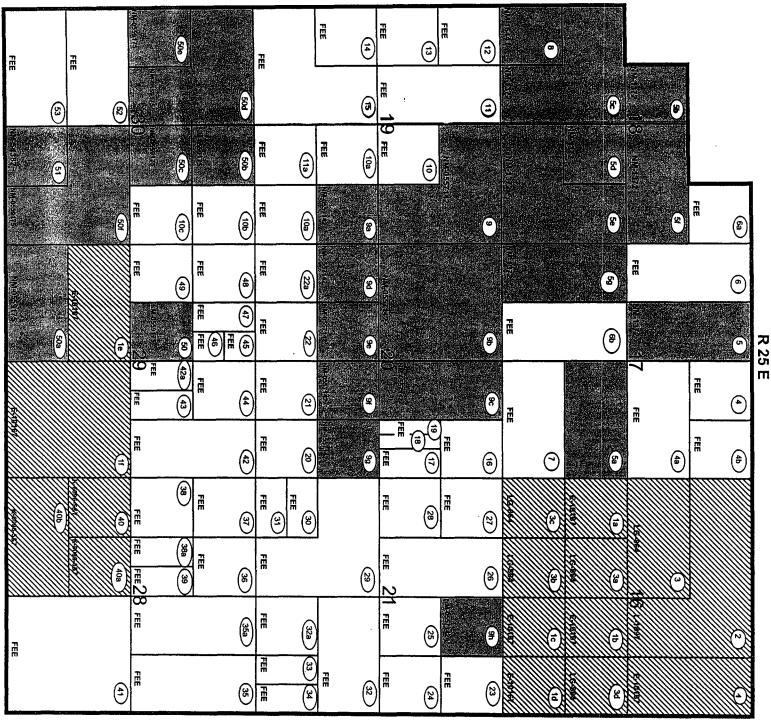
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2003, byRandy G. Patterson, Attorney-in-Fact for Yates Petroleum Corporation, a New Mexico corporation, on behalf of said corporation.

My Commission Expires:

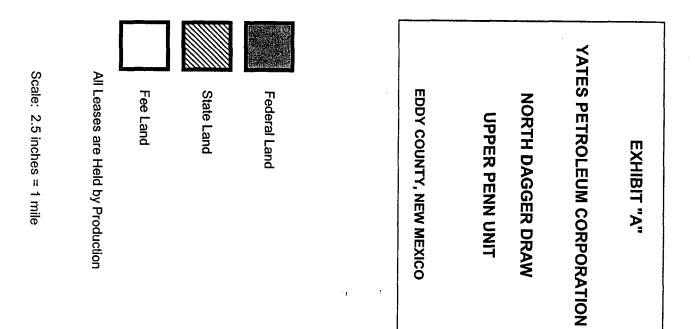
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Mician & Horlow Notary Public





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Susan Vierra 1/24/04

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Federal	Fee	Fee	Fee	Fee	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Federal	Fee	Fee	Fee	State	State	State	State	State	State	State	State	State	State	State	State	State		North Dagger Draw Upper Phenn Unit						
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						81.39	81.37	40.00	120.00	41.35	121.33	40.00	40.00	80.00	40.00	40.00	40.00	20.00	10.00	10.00	40.00	20.00	20.00	80.00	160.00	80.00	40.00	40.00	20.00	20.00	40.00	40.00	40.00	80.00		
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Total		Fee	State	Federal	Lease												· ,																			
5612.95		2767.78	1040.00	1805.17	Acres																														Page 2	Exhibit "A"
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ACRES OF LANDS	ACRES SEGMAL NUMBER AND ESPRIATION DEE	LESSEE OF RECORD AND PERCENTAGE	AND PERCENTAGE	IOVERGUNS KUTALDY AND PERCENTAGE	-
80.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 16: EZNE/4	90.000000 (5-551167, MONSERITO-COMPANY 1999-402-104 STATE - HBP	YATES PETROLEUM CORPORATION	COMMISS		TALES PE INCLEUM CONFORATION 100,00000 DEEA ING BOYD X SECTION 18: 402:104-C
40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NNPM SECTION 18: NN/4SW/4	40.000000 5-582167, MONSANING COMPANY 199-602-104 SANTE - HBP	YATES PETROLEUM CORPORATION			BELLO, ERNIE BIOWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. ELSE G. HOLDEN, TESTAMENTARY GEODRON, J. W. GEODROW, DAVID HOOGE, SANFORD J., III HOOGE, J., IIII HOOGE,
40.00 TOWNSHIP 19 SOUTH, PAINGE 25 EAST, NIMPH SECTION 16: NW/ASE/4	40.000000 E-401167, MCMESARTO COMPANY ME-402-104 SUMITE - HBP	YATES PETROLEUM CORPORATION	100,000000 COMMISSIONER OF PUBLIC LANDS		≺ st
40.00 TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 18: SWASE/4	40.000000 (E-BEH67, MONSMITO COMPANY 1919-402-104 SIDUTE - HBP	YATES PETROLEUM CORPORATION	100.000000 COMMISSIONER OF PUBLIC LAVIDS		<u>୍                                     </u>
40.00 TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 18: SEASE/4	40,000000 ES SETIFIZ, MONESMERTO COMPANY SERVITE - HBP	YATES PETROLEUM CORPORATION	100.000000 COMMISSIONER OF PUBLIC LANDS		BELLO, FENE       0.033123         BROWN BROTHERS HARRIMAN TRUST       0.033123         SUNN, FRANCES B.       0.005521         HODGE, SANFORD L, III       0.005521         HORGE, SANFORD COMPANY       0.005521         NERBURG EXPLORATION COMPANY       0.003123         SUNFR, WILLIMB, TRUST       0.003202         SACE BUILDING CORPORATION       0.003200         VANT FETROLEUM COMPANY       0.003200         VANT FETROLEUM COMPANY       0.003200         VANT FETROLEUM COMPANY       0.003200         VANTES FETROLEUM COMPANY       0.003200         VATES FETROLEUM CORPORATION       37.634686
80.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NNPM SECTION 29: NZSW/4	80.000000 [5-9801167, MONKSMUTCO COMPANY 1889-4102-104 SEATTE - HBP	YATES PETROLEUM CORPORATION	100.000000 COMMAISSIONER OF PUBLIC LANDS		
160.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 29: SEI4	160,00000 5: 100 167, MONEMOTO COMPANY 1994-102: 104 STIMTE - HBP	YATES PETROLEUM CORPORATION	100.000000 COMMISSIONER OF PUBLIC LANDS		~
160.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 18: WIZNE4, N/ZNW/4	160.00000015.15957, COQUEEN COIL, ETAL 1991-104-A 1991-110-1-A 1991-110-1-A	YATES PETROLEUM CORPORATION	COMMISSIONER OF	COTTA TOT COMPAREMENTS AND INCOMENTS	
80.00 TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 18: S/2NW/4	80.000000 SE-H864, COCUSINA OIL, ETAL SINA 102-104-8 SINA TE - HBP	YATES PETROLEUM CORPORATION	100.000000 COMMMISSIONER OF PUBLIC LAVIDS	12.50000 MORE	YATES PETROLEUM CORPORATION
40.00 TOWNSHIP 19 SOUTH.	40.000000 RE-1864, COOKIMIA (OIL, ETAL	YATES PETROLEUM CORPORATION	100.000000 COMMISSIONER OF PUBLIC LANDS	12 500000 NORMAN, ELIZABETHJ, TRUSTEE	0 BELLO, ERNIE 0.099103 OPERATING

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4000 TRANSPER IS SOUTH, FRANCE ZE EAST, INMIANE/A SECTION 17: NWIANE/A	40.00 TOWNSHIP IS SOUTH, RANGE ZEAST, MAPH SECTION 18: NEASE4		J		ACRES OF LANDS
10.00000 Database C. GLASS, ERIUX 10.00000 Database C. GLASS, ERIUX 12.00000 Database C. A. M. BAREZALD, ETAL 12.00000 Database C. CONNOCO 12.00000 Database C. M. Bareza 12.00000 Database C. M. Bareza 12.00000 Database C. M. Bareza 12.00000 Database C. Bareza 12.0000 Database C. Bareza 12.00000 Database C. Bareza 12.00000 D		the second s			ACRES BEFRIATION DEEL
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175.00000 (BECK, RAY HALL 8.33033) GOWEN, BETTUNNE H, LIVING 4.196667 (CARTER, MICHAEL NUMPER) 4.196667 (CARTER, STEELING WARC 4.196667 (CARTER, STEELING WARC 4.196667 (CARTER, STEELING WARC 4.196667 (CARTER, STEELING 19000000) (HIVALE JARES H, M 4.196667 (CARTER, MARCE) HARLES HIVALE JARSEN H, M 190000000 (HIVALE JARSEN H, M HOWELL SHIELSE HIVALE JARSEN H, BEITTR R, HOWELL SHIELSE H, BEITTR R, HOWELL JARSEN H, JARSEN H, BEITTR R, HOWELL JARSEN H,	100.000000 COMMAISSIONER OF PUBLIC LANDS	COMMISS	COMMIS		AND PERCENTAGE
		12.500000 Status Status			AND PERCENTAGE
BARRAN COLUMER AND AND A RESOLACES, NC. BARRAN SAMPARO OL LIMITED COMPANY BESTATE OF ILLE M VATES WITHS FORLING COMPANY WATES PRILING COMPANY WATES, PRILING COMPORATION VATES, JOHN A.	BROWN BELLO, EKNIE BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES B. ELSRE G. HOLDEN, TESTAMENTARY HODGE, SANCORD J., III KELLER, BETSY H. NEARBUNG EXPLORATION COMPANY OLIVER, WILLIM B. TRUST UNIT PETROLEUM COMPANY VIAN VERMICH, FREDERICC, JR. VIAN VFANNEN, FREDERICC, JR.	VALVES VERVICE CAN COMPORATION VALVES PERVOLUCIÓN COMPORATION VALVES PERVOLEM COMPORATION	A COMPARENT OF THE STATE OF THE	ELSIE G, HOLDEN, TESTAMENTARY GENDRON, J. W. GOODNOW, DAVID HODGE, JOSEPH R, HODGE, JOSEPH R, HODGE, SANFORD J, III KAWASAG, DR, ISAAC A, KELLER BETSY H, MOORE, CHARLES CLINE CLIVER, WILLIAM B, TRUST SCHUMAN, JOOLPH P, SCHUMAN, JOULPH CORPORATION UNIT PETROLEIM COMPONITION	AND PERCENTAGE
12.500000 (OPERATING 2.08330) 06.700 MI2/MI 4.196970 403-5-M 7-1-1982 2.083340 2.083340	0.033140 OPERATING 0.033140 OAGREEMENT 0.033140 DAGREEMENT 0.003140 DECTION 18: SE4 0.00527 402-104-U 8-25-1985 0.016570 0.016570 0.00524 0.003140 24.522231 0.003140 24.522231	0.099103 OPERATING 0.099103 AGREEMENT 0.099103 AMOLE AMN ST COM 1 0.099103 SECTION 16 SW/4 10.099103 SECTION 16 SW/4 0.099103 SW/4 SW/4 SW/4 SW/4 SW/4 SW/4 SW/4 SW/4	0 (10039) OFERATING 0.100038 AGREEMENT 0.100038 AMOLE ANN ST COM 1 4.200903 SECTION 16: SW/4 0.100038 402-104-H 2-15-1993 0.25004 35.181100 36.9825891	0.049651 SECTION 18: SW/4 0.148654 402-104-H 2-15-1993 0.069103 0.069103 0.069103 0.04951 0.04951 0.04951 0.04951 0.04951 0.049103 0.247757 0.049103 0.247757 0.049103 0.247757 0.049103 0.247757 0.049103 0.247757	REFERENCE

40 40.00 TOWNSHIP 19 SOUTH RANGE 25 E.S.T. NNEW SECTION 17: NE/ANE/4	4 80.00 TOWNSHIP 19 SOUTH, RANGE 26 EAST, NMPN SECTION 17: S2NE4	TR TRACT DESCRIPTION # ACRES OF LANDS
10.000000       ROY E. GLASS, ERUX         144-403-56       FEE - HBP         FEE - HBP       FEE - HBP         1250000       CORDELLA N. PRICAID, ETAL         NA4-403-SC       FEE - HBP         1250000       CALVE, K. PRICAID, ETAL         NA4-403-SC       FEE - HBP         1250000       FLAMARSHALL, ETUX / CONOCO         FEE - HBP       FEE - HBP         2500000       FEE - HBP         7250000       FEE - HBP         FEE - HBP       FEE - HBP         FEE - HBP       FEE - HBP         2500000       FEE - HBP         7250000       FEE - HBP         FEE - HBP       FEE - HBP         2500000       FEE - HBP         750000       FEE - HBP	2300000 ROY E. GLASS. ETUX Net_403-5C FEE - HBP 2300000 COPOELLA M. NENCAID, ETAL 2400-5C FEE - HBP 5500000 CALAND & CATTRE CO. / CONOCO Net_403-5C FEE - HBP 5500000 CALAND & CATTRE CO. / CONOCO Net_403-5C FEE - HBP 7 300000 CALAND & E. NENGLE, ETUX / CONOCO Net_403-5C FEE - HBP 7 300000 CALANS & NENGLE, ETUX / CONOCO Net_403-5C FEE - HBP 7 300000 CALANS & NENGLE, ETUX / CONOCO Net_403-5C FEE - HBP 7 300000 CALANS & NENGLE, ETUX / CONOCO REL-103-5 FEE - HBP 7 300000 CALANS & NENGLE, ETUX / CONOCO Net_403-5T FEE - HBP 7 10 300000 CALANS & NENGLE, ETUX / CONOCO Net_403-5T FEE - HBP 7 10 300000 CALANS & NENGLE, ETUX / CONOCO Net_403-5T FEE - HBP	ACRESS SEPELAL NUMBER AND EXPRIATION DATE
VATES PETROLEUM CORPORATION VATES PETROLEUM COMPANY SHARBRO OL LIMITED COMPANY SHARBRO OL LIMITED COMPANY SHARBRO OL LIMITED COMPANY VATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPO YATES DRILLING COMPANY SHARBRO OIL LUMITED COM ESTATE OF ULLIE M YATES YATES, JOHN A ESTATE OF ULLIE M, YATES YATES PETROLEUM CORPO YATES PETROLEUM CORPO YATES PETROLEUM CORPO YATES PETROLEUM CORPO YATES PETROLEUM CORPO YATES PETROLEUM CORPO YATES PETROLEUM CORPO	AND PERCENTAGE
175.00000   BECK, RAY HALL     8.333333   GONTER, MICHANE H, LUNNG     4.166667   CARTER, STERLING MARC     4.166677   CARTER, STERLING     4.166677   CHUDRESS, SHIRLEY     4.166677   FLUS, SALLY A.     100.000000   INNCE CARLES USE     100.000000   INNCE KRISTEN     100.000000   INNCEFER, NULAW BRIAN     100.000000   INNGERT, WILLAWERSING     100.000000   INNGERT, WILLAWER     100.000000   INNGERT, WILLY M.     100.000000   INNGERT, WILLAWER     100.000000   INNGERT, WILL <td>SWOPE, J VAN WINK VATES BR BECK, BA BECK, BA BEC</td> <td>BASIC ROYALTY AND PERCENTAGE</td>	SWOPE, J VAN WINK VATES BR BECK, BA BECK, BA BEC	BASIC ROYALTY AND PERCENTAGE
		OVERSIDING ROYALTY AND RERCENTAGE
SUMPRISO OF LILITE M YATES SUMPRISO OF LIMITED COMPANY SOUTHWEST ROYALTES THUST O LIMITO PEGGY A YATES TATES PETROLEUM CORPORATION YATES, JOHN A YATES, JOHN A	ESTATE OF LILLE M. YATES SHARBRO OIL LIMITED COMPANY SOUTHWEST ROVALTES VATES DELLING COMPANY YATES DELLING COMPANY YATES, JOHN A.	AND PERCENTAGE
2.08330 OPERATING 2.08330 ADEMATING 12.50000 SCTEM 147. NEA 2.08330 AGS-W 9-30-1982 4.196870 AGS-AA 7-1-1982 2.083340 2.083340	2.003333 OPERATING 2.003333 KGREEMENT 75.00000 SECTION 17: NE4 2.003333 2.003333 2.003333 2.003333	REFERENCE

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40 80	121.27	*0.00 (1)	80.00			ACRES C
TOWNSHIP 19 SOUTH RANCE 25 EAST, NAMPM SECTION 18: NW/4SE/4	TOWNSHIP 19 SOUTH. RANCE ZE SCT. NMPM SECTION 19: LOT 3 (NW/ASW/4), E/2SW/4	Township 19 South Range 25 East, Napm Section 18: Seann/4	TOWNSHIP 19 SOUTH RANGE 25 EAST, MAPM SECTION 17: NCSE/4	Township 19 South: Range 25 East, Napm Section 17: Ezawi/4.		OF LANDS
40.00000 NAL 1372 L C. JOHNSON NAL-401-209 FEDERAL - HBP	121.270000 (NAH-1372 L. <b>E., 479</b> HASON NA-401-200 FEDERAL - 1889	40.000000 (NM-1372 LG_1000HAV-SON NM-401-2019 FEDERAL - 1000	80,000000 (NAL-1372 L. C. JOHANSON NAL-401-2019 FEOCERAL - Haller	90.00000 (N4)-1372 L <b>C. 1291</b> 10/SON N4)-401-2019 FEDERAL - <b>Hate</b>	1.20000 QUE TICS SUPERFICIR FOUNDATION NAL-402-ST FEE - HBP 5.000000 MARSHALL ENDANSTON, INC. / CON	ACRES SEMAL MUMBER SAND
SHARBBO OIL LIMITED COMPANY TRUST QUWO PEGGY A VATES ESTATE OF LILLE M. VATES YATES ORILING COMPANY YATES DETROLEUM CORPORATION YATES PETROLEUM CORPORATION	SHARBRO OIL LIMITED COMPANY TRUST Q LIMO PEGAY A, VATES ESTATE OF LILLE M, VATES VATES OF LILLE M, VATES VATES DOWN & COMPANY VATES PETROLEUM CORPORATION	TRUST O LIMATED COMPARY TRUST O LIMATED VEGAVA. VATES ESTATE OF LILLIE M. VATES VATES OF LILLIE M. VATES VATES PETROLEUM CORPORATION VATES PETROLEUM CORPORATION	TRUST O LIMITED COMPANY TRUST O LIMUEGGY A VATES ESTATE OF LILLE M, VATES YATES COMPANY VATES DETROLEUM CORPORATION YATES PETROLEUM CORPORATION	SWARBRO OIL LIMATED COMPANY TRUST O LIMO PEGGY A VATES ESTATE OF LILLE M, YATES YATES DELLING COMPANY YATES, JOHN A YATES PETROLEUM CORPORATION	SOUTHWEST ROYALTIES, INC.	AND PERCENTAGE
8.330000 8.335000 16. <i>870</i> 000 8.335000 50.000000	8.330000 8.330000 16.670000 8.335000 50.000000	8.330000 8.330000 8.330000 8.335000 50.000000 50.000000	8.330000 8.3350000 8.3350000 8.3350000 50.0000000	8.330000 8.3350000 16.670000 50.0000000	100,000000	-
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12.50000	12:500000	12.500000	12.500000	12.500000	0,2783-00 0,2604 (0,0732-40 0,0732-40 0,0732-40 0,0556-00 0,0556-00 0,0782-00 0,0782-00 0,0782-00 0,0782-00 0,0782-00 0,0781-00 0,0782-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,0772-00 0,07	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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8.333333 9.000000 9.000000 8.333334 8.333334	100.0000000	100.0000 SECTION 18: NW/A JOHNSTON / HANKS SECTION 19: NW/A JOHNSTON / HANKS 101-209-G 1-16:1971	1.041700 (OFERATING 1.041700 (OFERATING 2.063300 SECTION 17: SEA 93.750000 4/05-5-8 4-1-1993 1.041700	1.041700 (DPERATING 1.041700 (DPERATING 2.063300 LENAY COL. NC. 2.063300 LENAY COL. NVL 39,750000 SECTION 17. NVL4 1.041700 403-5-Y2 4-1-1983		
	40.00       TOWNSHIP 19 SOUTH, RAKGE 25 EAST, NAFAN       40.000000 (ILLIE M, LOTZ L, C. JOWNSON       SHUBBO OIL LIMITE DOWNSON       8.30000       MINERALS MUNACALENT SERVICE       12.50000       MAGE 25 EAST, NAFAN       MINERALS MUNACALENT SERVICE       8.30000       MINERALS MUNACALENT SERVICE       12.50000       MINERALS	12.127     PLANE 25 EAST, MARKAN     12.127000 (Mat. 1372. E. Zamanson     TRUST OLIVIO COMPANY     8.33000     Mat. NATES PETROLEMA COMPONITION     8.33000       RECTOR 16.107.3     RESCAN, Markan S. R. S. SANDARANA     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8.33000       RECTOR 16.107.3     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8.33000     Mat. SANDARANA     8.33000       RECTOR 16.107.3     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8.33000     Mat. SANDARANA     8.33000       RECTOR 16.107.3     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8.33000     Mat. SANDARANA     8.33000       RECTOR 16.107.4     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8.33000     Mat. SANDARANA     8.33000       RECTOR 16.107.4     RUST OLIVIO PEGAT A. VITES     8.33000     Mat. SANDARANA     8	GO       CONCENSION       CONCENSION			

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OF LANDS	TOWNSHIP 19 SOUTH RANGE 25 EAST, INMPM SECTION 18: SZNE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAIPM SECTION 17: W/ZSW/4	RANGE 25 EAST, NMPM SECTION 17: W/24W/4		TOWNSHIP 19 SOUTH, FRANGE 25 EAST, NMPM SECTION 18: NE/4NE/4
EXPRIATION DATE	50.00000 NAL 1372 L.C. JOHNSON NAL-401-209 FEDERIAL - HBP	80,000000 <b>Nati</b> 1372 L.C. JOHNSON Nati 401-209 FEDERAL - H8P	PEE - HBP PEE - HBP 20.000000 CORDELLA M. KINCAID, ETAL 20.000000 CORDELLA M. KINCAID, ETAL PEE - HBP 2.500000 CALLAND & CATTLE CO. / CONOCCO PEE - HBP 2.500000 CALLAND & CATTLE CO. / CONOCCO PEE - HBP 2.500000 FLE - HBP 7.500000 FLE - HBP 7.500000 FLE - HBP 7.500000 FLE - HBP 7.500000 FLE - HBP	5.000000 R. R. Hilbude ESTATE / CONOCO MAL403-6R FE - HSP 7.500000 DOW IPHILIPS & ASSOCIATES / CONOCO MAL403-51 TEE - HSP 10.000000 MAL403-FILL & WINSTON, INC. / CONOCO MAL403-FILL & WINSTON, INC. / CONOCO FEE - HSP FEE - HSP	10.000000760VF E. CLAKS, ETUX FEE - HBP 10.0000076CORDELIANI KINCAID, ETAL 10.0000076CORDELIANI KINCAID, ETAL 10.0000076CORDELIANI KINCAID, ETAL
AND PERCENTAGE	SHABBRO OU TRUST O LUW ESTATE OF LU YATES DRILL YATES DRILL YATES PETRO	SHARABRO ON TRUST Q LIW VATES DRUL VATES DRUL VATES PETR		NI/ CONOCO	
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40.00 TOWNSHIP 19 SOUTH RANGE 25 EAST, INNPM SECTION 20: SE/4SE/4	10.00 TOWNSHIP 19 SOUTH, RANGE 28 EAST, MAIPH SECTION 20: WIZWZSEAHE/A	10.00 TOWNSHIP 10 SOUTH, RANCE 25 EAST, NMPM SECTION 20: EZM/2SE/4HE/4	20.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 20: EZSEANEA	40.00 TOWNSHIP 19 SOUTH. RANGE 25 EAST, MAPM SECTION 20: NE44VE/4	121.30 TOWNESHIP 18 SOUTH RANGE 25 EAST, NMPM SECTION 18: LOT 4 (SWIKSWIA) EZSWIA	ACRES OF LANDS
5.6533330/EVRAN, E. ROOSS/ REOGER HANKS 9768-1497 9768-1499 9768-1499 9768-1499 9769-1499 9769-1499 9769-1499	10.000000 JEMALLE E VALENERMAARA THON JEMELANS-1729-A SEEE-HBP	10.00000000000000000000000000000000000	- 200000 SHAVLEY L. JOHESSE STATE / MARATHON 200000 SHAVLEY L. JOHESSE STATE / MARATHON HELL JOHESEL JOHESE SELMACRE / MARATHON HELL JOHESEL JOHESE SELMACRE / MARATHON HELL JOHESE SELMACRE / MARATHON JOHESE SELMACRE / MARAT	5.000000 BRITHCAL 129 MISBON COOPER BIB-403-1784 BIB-119-1000000 BRIE-14190 BIBE-14190	30.330000 39H-NSOM PROPRETTIES / CONOCO 30.330000 JULIERA B. LOSESMUCK, ETAL / CONOCO 30.320000 JULIERA B. LOSESMUCK, ETAL / CONOCO 30.320000 JULIERA B. LOSESMUCK, ETAL / CONOCO 30.320000 JULIERA SED MARIPANLS	AUCO SIPRATIONINTE
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0.004130 AGREEMENT 0.004130 AGREEMENT 0.004129 AGR22A 4-16-1975 0.065122 0.065122 0.065123 0.527343 0.527343 1.171875 0.085871		0.025000 (OPERATING 2.08330) AGREEMENT 2.08330) SECTION 16. NE/4 3.125000 401-202-P 6-1-1982 7.500000 6.250000 0.02500 0.025000 0.0250000000000	0.625000 (OPERATING 2.063300 (ACSE EVENT 2.063300 ROSS EG FED COM #10 2.063300 SECTION 18. NE/4 3.125000 (41-202-P 6-1-1962 7.500000 6.250000 6.250000 6.250000 69.375000	2.08330/00FERAITRA 2.08330/00EEAMENT 2.08330/ROSS EG FED COM#10 2.08330/80EEAMENT 2.08330/80EEAMENT 2.08330/80EEAMENT 2.08330/00EEAMENT 2.08330/00EEAMENT 6.250000 0.625000 0.625000 0.625000	0.284068 (OPERATING 0.189379 AUGEENEENT 0.284088 CONCCO, INC. 0.284089 (03-1170-A 11-1-1882 0.284070 (03-1170-A 11-1-1882 0.284070 1.425880 0.385080 0.385080 0.284070 1.425880 1.42580	

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1,666667 (丘陽誠者),HHLDT, ETAL NM-433-4897-C FEE-483P FEE-483P			5.053531 CHARLE MUSS / KUVER MUSS /	2.500000 FLAGABETHFERN OIL COMPANY / MUNRO	5.000000 ATJ SATERIC RICHFIELD COMPANY NA-429-11787-A FEE-4589P	2.500000 MARESEALL & WINSTON, INC. NM-65-11787 FEE-385P	0.833549 CL, KARANAN, ETUX / KUSEK PANNS FEE-80377					0.83333 JUGEE PROSS / ROGER HANKS IN 4.4000-4407-E FEE-1868P			EXTRACTION DATE
ABO PETROLEMI CORPORATION SHARBRO OL LIMITED COMPANY TRUST OLIWNO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES, JOHN A.	ABO PETROLEMI COMPORATION SHARBRO OL LIMITED COMPANY TRUST OLUM/O PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DULING COMPANY YATES, JOHN A.	ABO PETROZENNI CORPORTION SHARBRO OL LIMITED COMPANY IRUST OL UMO PEGGY A. YATES ESTATE OF LULAG M. YATES YATES, JOHN A.	SHAPBRO OL LIMITED COMPANY TRUST QUWAD PEGGY A. YATES ESTATE OF LULE M. YATES YATES DELLING COMPANY YATES, JOHN A.			YATES PETROLEUM CORPORATION	SHARE OLL LIMITED COMPANY SHARE OLL LIMITED COMPANY TRUST OLUMUD PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRULING COMPANY YATES JOHN A.	ABO PE INCLEMM COMPONITION SHARBRO OL LIMITED COMPANY TRUST OLUMUD PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES DRILLING COMPANY	ABU PE INCLEMM CONFORMINAT SHARBRO ON LIMITED COMPARY TRUST O LIMITED PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRULING COMPANY YATES JOHNA	ABO PE INCLEMM COPPORATION SHARBRO OL LIMITED COMPANY TRUST OLUMYO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRILLING COMPANY YATES JOHNA	ABU PETROLEMINED COMPARINA SHARBRO OL LIMITED COMPARY TRUST Q LIMID PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DRULING COMPARY YATES JOHNA	ABO PE INCLEMM CONCOMINAN SHARBRO OL LIMITED COMPANY TRUST OLUMO PEGGY A YATES ESTATE OF LILLE M, YATES YATES DRILLING COMPANY YATES DRILLING COMPANY	AGU PE INCLEMENTON COMPANY SHARBRO OIL LIMITED COMPANY TRUST Q LIMITED COMPANY ESTATE OF LILLE M, VATES YATES DRILLING COMPANY YATES JOHNA	YATES UMUNA UMPANY ABO PETROLENI CORPORTION SHARBRO OL LIMITED COMPANY TRUST OL UMYO PEGGY A YATES ESTATE OF LILLE M. YATES SESTATE OF LILLE M. YATES YATES JOHNA	AND PERCENTAGE
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ABO PETROLEUM CORPORATION SHARBRO OLL LIMITED COMPANY TRUST Q UNVIO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES DRILLING COMPANY	ABO PETROLEUM COMPONATION SHARBRO OLLIMITED COMPANY TRUST QUMIO PEGGY A. VATES ESTATE OF LILLIE M. VATES YATES DRULING COMPANY YATES, JOHNA	ABD PETROLEUM CORPORATION SHARBRO OLL MATED COMPANY TRUST Q UNIVO PEGGY A. YATES ESTATE OF ULLIE M. YATES YATES DRULING COMPANY YATES, JOHNA	SWARRO OLL LMATED COMPANY TRUST Q LWND PEGGY A VATES ESTATE OF LULIE M. VATES VATES DRULING COMPANY VATES, JOHNA	ABO PETROLEUN CORPORATION SHARBRO OR LIMITED COMPANY TRUST Q UNIVO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRULING COMPANY YATES DRULING COMPANY YATES DRULING COMPANY		VATES PETROI FILM CORPORATION	SAMBRO OLLUMITED COMPANY SHABRO OLLUMITED COMPANY TRUST OLUMEN DEGGY A. YATES ESTATE OF ULLUE M. YATES YATES DRULING COMPANY YATES DRULING COMPANY YATES DRULING COMPANY		1	ABO PETROLEUM CORPORATION SHABBRO OLL LIMITED COMPANY TRUST Q UM/O PEGGY A. YATES FETATE OF IN 16 M YATES	ABD PETROLEUM CORPORATION SWARRO OLL IMITED COMPANY TRUST OLUMIO PEGGY A. YATES ESTATE OF ILLUE M. YATES YATES DRULING COMPANY YATES, JOHN A.	ABD PETROLEUM CORPORATION SHARBRO OLL UMITED COMPANY TRUST QUMYO PECGY A YATES ESTATE OF ULLUM COMPANY YATES DUNNA YATES JOHNA	ABD YE INDEDWO CONFONSIION SHARBRO OLLIMITED COMPANY TRUST Q UNIO PEGGY A YATES ESTATE OF ULLUM, VATES YATES DRULING COMPANY YATES, JOHN A	ABO PETROLEUME CONPOSITION SHARBRO OLL UMETE COMPANY TRUST Q UNIO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRULING COMPANY YATES, JOHN A	ABD PETROLEUM CORPORATION SHARBRO OLL HMITED COMPANY ITRUST OLUMIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DELLING COMPANY YATES, JOHN A.	LESSEE OF RECORD AND PERCENTAGE
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			0.00100 0.001000 0.00100000000													OVERRIBING ROYALTY AND PERCENTAGE: 2017
OURER NILLAWA TRUST OURER NILLAWA TRUST PANHANDLE ROYALTY COMPANY SKHAMBRO OIL'LIMITED COMPANY	HODOGE, JOSEPH R. HODOGE, JOSEPH R. KUWASAKI, DR. ISAAC A. KELLER, BETSY H. MARSHULL & WINSTON, INC. MICORE, CHARLES CLINE	DETEMPLE MELANCE CLL DETEMPLE MELANCE CLL ELSIE G. HOLDEN TESTAMENTARY ELSIATE OF LULLE M. VATES GENROR V. J. W. GENROR V. J. W. GENROR V. J. W.	I COLL FORCE C I COLL FORCE C	AND PETROLEUM CORPORATION W DELLO, ERNE BROWN BROTHERS HARRIMAN TRUST OLSCO BRANK, FRANCES B. DIAL, CHARLES H. BRANK, COLL, CHARLES H. BRANK, COLL, CHARLES H.										YATES, JOHN A.	OLVER, WILLIAN B, TRUST PANHWADE ROYALTY COMPANY SCHUMAN, ACOLUHP. SHARBRO OIL LIMITED COMPANY SPACE BUILDING CORPORATION TRUST O LUMIO PEGGY A, YATES	WORKING INTEREST
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		•				222 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 20: SW/4SW/4									# ACRES OF LANDS
0.833334 BONNE POWELL / ROGER HANKS	0.83333 ALT DU ROSS / ROGER HANKS NM-403-497-6 FEE - HBP	0.83333 JOE E. ROSS / ROGER HANKS NH-103-4597-E FEE - HBP		15.00000 NEW HEADOLO CISAGE COOP FEE - Hada FEE - Hada	2.50000 BONNEE M. MARRISON / READING & NALADALER A FEE - HAP	5,63333) CARL E ROSS / ROGER HANKS FEE - NRP FEE - NRP	5.000000 FILAG <b>REDUKE</b> RN OIL COMPANY / MUNRO NM-498-1 FEE - 1989			0.83333 G. R. NORONAL ETUX / ROGER HANKS FEE - NOR FEE - NOR	VUSSAAA MIT KILE MEDINAU NAL400 AAAAA FEE - HAAP			0.833333 ALTOMARKS / ROGER HANKS INM-403-492-G FEE - Har	EXPRIVATION DATE
4		ABO RETROLEUM CORPORATION (8) SHARBRO OL LIMITED COMPANY (8) TRUST Q UWIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DELLING COMPANY (8) YATES JOHNA (8)			ABO RETROLEUM CORPORATION 18. SWARBRO OLL IMITED COMPANY 18. TRUST Q LIVICO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES RELIVIS COMPANY 33. YATES JOHN A 8.			AGO PE THOLEUM CONFORMIUM TRU SHARBRO OLLUMITED COMPANY 18. TRUST Q UW/O PEGGY A. YATES ESTAJE OF LILLE M. YATES YATES DEULING COMPANY 33. YATES JOHN A.						ABD PERIODE LIMITED COMPONITION 18 ABD PERIODE LIMITED COMPONITION 18 SWARBRO OL LIMITED COMPANY 18 FRUST Q LIMITED COMPANY 18 ESTATE OF LILLIE M. YATES 18 YATES DRILLING COMPANY 23 YATES DRILLING COMPANY 23 YATES JOHNA 18 W CORDENTION 18	
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						11.0 0.300000 0.300000 0.300000 0.4000000 0.400000000									AND REPORTAGE
		YATES PETROLEUM CORPORATION	ALVER, WILLING E. INVOT SHAREBRO OIL IMITED COMPANY SHAREBRO OIL IMITED COMPANY RAUST OLIVIO PEGGY A VATES VATES DRILLING COMPANY	ELSE G. HOLDEN, TESTAMENTARY ESTATE OF ULLE M. YATES VELLER, BETSYH, MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC. MARSHALL & WINSTON, INC.	COLL LONF. II COLL JONF. II COLL JONF. II COLL JONF. II COLL MAX W. II COLL MAX W. II COLL MAX W. II	EDUST BAD FEINOLEUM CURPURATION DISCHER BELLO, ERNIE DISCHER BELLO, ERNIE DISCHER BELLO, ERNIE DISCHER BELLO, ERNIE DISCHER BELLO, ERNIE BEL DISCHER BELLO, ERNIE BEL DISCHER BELLO, ERNIE BEL DISCHER BELLO, ERNIE DISCHER								SPACE BUILDING CORPORATION TRUST Q UNIO PEGO'A VATES VAN VRANKEN, FREDERICK, JR. YATES DRILLING COMPARY YATES, DRILLING COMPORATION YATES, JOHN A.	AND PERCENTAGE
		59.787090) 1.910550	9.379000 1.527780 0.010330 1.910550 7.642150	0.0016750 0.0020770 1.527780 0.002070 3.125030 3.125030	1.172370 0.063710 0.063710 0.016780 0.016780 0.048780	3.821001 (OPEEA LING 0.004 130 SECTION 20: S/2 0.004780 401-202-A 4-16-1975 1.172370 0.527570								1.909722 9.010323 9.7658869 1.909723	

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				25 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAIPM SECTION 21: SW/ANE/4	24 40.00 TOWNSHIP 18 SOUTH, RANGE 25 EAST, NMPM SECTION 21: SEANEA SECTION 21: SEANEA				23 40.00 TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 21: NE/ANE/4								TR TRACT DESCRIPTION # ACRES OF LANDS
0.833355488055,ALTOM / ROGER HANKS 1984-1405-054-05 1988-141-044-05 1988-141-1412 1988-1412 1998				0.8533350 C. RR. NUXON, JR. ETAL BAB-405-248 FRE: HSP 5.853335000RI E. ROSS / ROGER HANKS	20.0000	2 SOCOOD BRUELIAM E. FARHA TRUST 7 SOCOOD BRALPH NIX JR 7 SOCOOD SARRA C. GARRETSON	5.000000 BEFRR-MCGEE CORPORATION	2.500000 RE BL RODACE 3339-403-1832 7498	15.00000009943HHAMALLE KUTALIT COMPANY 9990-403-1717 9990E - HBP	· · · · · · · · · · · · · · · · · · ·		37300000000000000000000000000000000000	the second se	All and the second s	386	Contract of the second second	ACRES SERVIAL NUMBER AND
ABO PETROLEUM CORPORATION SHARBRO OLL LANE COMPORT TRUST OLUMYO PEGGY A YATES ESTATE OF LILLE M. YATES YATES, JOHN A.	ABO PETROLEMI CORPORATION SHARBRO OLL MATED COMPANY TRUST O LUMO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DOLLING COMPANY YATES, JOHN A	YATES PETROLEUM CORPORATION	SHARBRO OLL LIMITED COMPANY TRUST Q UNYO PEGGY A VATES ESTATE OF LILLE M. VATES VATES, JOHAN A VATES, JOHAN A	SACRAMENTO PARTNERS LIMITED SHARBRO OLL LIMITED COMPANY ESTATE OF LULLE M. YATES ABO PETROLEIM CORPORATION	NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY NEARBURG EXPLORATION COMPANY	VATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY	MAD TE INCLEUM, UNTERNATION MYCO INDUSTRIES, INC. YATES DETROLEUM CORPORATION		ABO PETROLEUM CORPORATION SUARBOO OL LUMED COMPANY TRUST Q UNYO PEGGY A YATES ESTATE OF LULLE M. YNTES YATES DOLLING COMPANY YATES, JOHN A.			SHARERO OIL LIMITED COMPANY TRUST Q LIMIT PEGGYA VATES ESTATE OF LILLE M. YNTES YATES, JOHN A.	AND PETROLEUM CORPORATION SHARBRO OLL UNED CORPORATION IFRUST OLUMO PEGGYA VATES ESTATE OF LILLE M. YATES VATES, JOHNA VATES, JOHNA	SHARBRO OK, LIMITED COMPANY TRUST QI UMYO PEGGY A, YATES ESTATE OF ILLIE N, YATES YATES DRILLING COMPANY YATES, JOHN A.	AND PERCENTAGE
16.666687 SFEETS, ELIZAE TH AUTH NIXON 16.666677 WEDDERBURN PROPERTIES, LLC 8.333333 16.666667 33.333333	16.66666 ROSS. J. T. 16.66667 ROSS. J. E. 8.33333 ROSS. RALPH 16.66667 ROSS. RALPH 33.33334 ROSS. ROBERT 33.33334 ROSS. ROBERT 8.333331 ROSS. WILLIAM	100.000000 ROSS FAMILY LIVING TRUST ROSS, BERT A & OLETA F. ROSS, GARY	HICKAM, . MATLOCK NEARBUR PANHAND POWELL	50.00000 BP AMERICA PRODUCTION COMPANY 25.00000 GEVON ENERGY PRODUCTION CO., LP 25.00000 GEOOD EARTHAINRERALS, LLC 16.00000 HEARD, MYRTLE	100.000000	100.000000 100.000000	40.0000	20.000000 20.000000 20.000000	10.00000 JOBSON, MARY LOUISE FARHA 10.00000 JOBSON, MARY LESLIE 70.00000 FARHA, MARY LESLIE 70.00000 FARHA, W. E. III		16.666666 16.666667 8.333333 16.666667 33.33333 8.333333 8.333333	16,000000 16,000007 16,000007 16,000007 13,333333 16,000007	16.660667 16.660667 15.660667 15.660667 13.33333 16.660667 13.333333	16,666667 16,666667 16,666667 33,33333 8,333333	16.646666 16.646667 8.33333 16.646667 33.333334 33.33334 8.333333	16.666667 8.33333 16.666667 33.33333 8.333333	AND PERCENTAGE
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			CONTRACT SACRAGATION PARTNERS LIMITED CONTRACT SACRAGATION CONTRACT SACRAGATION CONTRACT SACRAGATION SACRAGATION CONTRACT SACRAGATION	AND	ETATE OF LILE M. VATES MYCO INDUSTRIES, INC. NEARBURG EXPLORATION COMPANY SACRAMENTO PARTNERS LIMITED SWARBRO OIL LIMITED COMPANY TOM BROWN, INC. TOM BROWN, INC. YATES PETROLEUM CORPORATION			SACRAMENTO PARTNERS LIMITED	· .								AND PERCENTAGE
			0.260419 401-202-X 8-23-1894 0.190210 2.187500 46.822911	2:197500 (OPERATING 0:130210 AGREEMENT 2:197500 ALTO AOL COM #1 48.083750 SECTION 21: NE/4	2.18/300 (OPENALING 0.13/2210 AGREEMENT 30.73/950 ALTO ACL COM #1 30.73/950 SECTION 21: NE/4 0.290419 401-202.X 0.13/2210 0.13/2210 2.18/500 2.18/500 2.18/500		2.187500 46.822911	0.260419 401-202-X 8-23-1994 0.130210 15.360000	0.130210 AGREEMENT 2.187500 ALTO AOL COM #1 30.733750 SECTION 21: NE/4	2 407600 DDE DA TINO			<u></u>				THE FEATURE

26 80.00 TOWNSHIP 19 SOUTH, SECTION 21: EZAWV4		# ACRES OF LANDS
COUTH, 1.300000       BERMATIC INVESTIGATION SMANTA         1.300000       BERMATIC INVESTIGATION SMANTA         1.300000       BERMATIC INVESTIGATION BELLED COMPANY 1.300000         1.300000       BERMATIC INVESTIGATION BELLED COMPANY 1.300000         1.300000       BERMATIC INVESTIGATION BELLED COMPANY 1.300000         1.300000       BELLED COMPANY 1.300000         1.3000000       BELLED COMPANY 1.1000000         1.30000000       B		BIGHTRIATION OF
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AWY       TROUGROUP         AWY       100,000000         AWY       100,000000         AWY       100,000000         Succession       Excession         Succession       Excession <td></td> <td></td>		
Model   1-1-1     Model		
A BO PETROLEUM CORPORATION BUSING CLL CHARLES H. CL CHARLES H.		
ART ART 0.250000 (PERATING 0.2500417) AGREEMENT 1.562500 (HOOPER AMP #2 0.260416 0.0257500 0.02500000 0.0250000 0.02500000 0.0250000 0.02500000 0.0250000		

TR TRACT # ACRES	*0 80	28 40.00	29 120.00	
T DESCRIPTION	TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 21: NW/4NW/4	SECTION 21: SWIANWIA	TOWNSHIP 19 SOUTH, RANCE 25 EAST, NMPAM SECTION 21: NM/ASWIA, EZSW/4	
ACRES SERVI MUMBER AND EXPRIMITION DATE 2500000 (UNI EASED MINERALS	230000 UNITERALS ADDOOD MARY LE JOKES FEE - HBP	SABOOD COOPER, PATROM, JOHNSON FEE - HSP SABOOD JOHNSON, S. P. B.& BARBARA TRUST INA. 405-1723 A FEE - HSP 10400000 HARVES IN TITS 198007 UNLEXED WINERALS 198007 UNLEXED WINERALS 198007 UNLEXED WINERALS 198007 UNLEXED WINERALS 198007 UNLEXED WINERALS	2,500000   NOCOL C. R., JR. ETAL FIE. 1800 FIE. 1800 FIE	2.500000 ROSS, ALL'ON / REDGER HANKS FEE - HEAP 2.500000 PORRELL BONNIE / ROGGER HANKS PEE - HEAP
AND PERCENTAGE	JON F. COLL ABO PETROLEM CORPORATION MYCO INDUSTRIES, INC. YATES DEILLING COMPANY YATES PETROLEUM CORPORATION	AND PETROLEM CORPORATION MICO INDUSTRIES, INC. YATES DERLING COMPANY VATES DETROLEM CORPORATION MICO INDUSTRIES, INC. YATES DETROLEUM CORPORATION VATES PETROLEUM CORPORATION S. P. YATES RIGHNED, LODEWICX UNIVA PATRICA LODEWICX LODEWICX ENERGY, INC.	SACRAMENTO PARTNESS LIMITED SHAPBRO OL LIMITED COMPANY SHAPBRO CLIMITED COMPANY SHAPBRO CLIMITED COMPANY TRUST Q UMWO PEGGY A YATES STATE OF LILLIE M. YATES SHAPBRO OF LILLIE M. YATES STATE OF LILLIE M. YATES	ABO PETROLEUM CORPORATION SHARBRO OUL LIMIED COMPANY TRUST Q UNIO PEGGY A YATES ESTATE OF LILLE M. YATES YATES DRULING COMPANY YATES DRULING COMPANY SHARBRO OUL UNITED COMPANY TRUST Q UNIO PEGGY A YATES ESTATE OF LILLE M. YATES ESTATE OF LILLE M. YATES
AND PERC	100,00000 20,000000 HINROLE, 20,000000 HINROLE, 40,000000 OSCUPA 40,000000 SCHERT	10000000 100000000 100000000 100000000 1000000		
PERCENTAGE	20000000 HINGLE, MADISON M. 22 000000 HINGLE, ROLLA R. 11 20 00000 OSCLUAR AESOLURCES, INC. SCHERTZ, MORRIS E. SCHERTZ, MORRIS E.	JOHAGON, S. P. UL & BARBARA J. PJC LIANTED PARTNERSHIP SPIRAL, INC.	25.00000 (CEVON ENERGY PRODUCTION CO., LP 25.00000 (CEVOR ENERGY PRODUCTION CO., LP 25.00000 (CEVOR ENTITILE ENTITIE 16.00000 (CEVOR ENTITIE ENTITIE 16.00000 (CEVER) ENTITIE 23.33331 (CEVER) ENTITIE COMPANY 23.33331 (CEVER) ENTITIE COMPANY 23.33331 (CEVER) ENTITIE 23.33331 (CEVER) ENTITIE 23.3331 (CEV	OFFRUINN PROPERTIES, LLC
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FERGENTAGE				
AND PERCENTAGE	ABO PETROLEUM CORPORATION BUNTON, KINBERLY STEWART COLL, CHARLES H, COLL, CHARLES H, COLL, CHARLES H, COLL, CHARLES H, COLL, MAX W, II COLL, MICHAEL T, COLL, MICHAEL T, MICHAEL	BANY TE INALAMICAN CANACATA BANYON, KINBERLY STEWART COLL CHARTSOPHER DALE COLL CHARTSOPHER DALE COLL CHARTSOPHER DALE COLL CHARTSOPHER COLL ANAY REAL COLL ANAY REAL COLL MAXYW. II COLL MAXYW. II COLL MAXYW. II COLL ANAY ROOGERS DETEMPLE, MELANE COLL ESTATE OF LULE M VATES DETEMPLE, MELANE COLL ESTATE OF LULE M VATES LODEWICK, LANR MATTER HOLLYNOCK (TO LODEWICK, LANR MATTER HOLLYNOCK (TO LODEWICK, LANR MATTER HOLLYNOCK (TO LODEWICK, LANR MATTER SARRANDER OF PARTNERS LMITED SARRANENTO PARTNERS LMITED SARRARO OF LIMITED COMPANY VATES DETLING COMPANY VATES PETROLEUM CORPORATION	ABO DE THOLEMA CORPORATION BELLO, ERNIE BROWN BROTHERS HARRIMAN TRUST BUNN, FRANCES, B. COLL, CHARLES H. COLL, CHARLES H. COLL, CHARLES H. COLL, LONF, F. COLL, LONF, B. COLL, LONF, B. COLL, LONF, B. COLL, MAX, W. II COLL, JONF, B. COLL, MAX, W. II COLL, JONF, B. COLL, MAX, W. II COLL, SALLY, ROODERS DEFINIPLE, MELANIE COLL DEFINIPLE, MELANIE DEFINIPLE, MELANI	HOOGE JOSEPH R HOOGE JOSEPH R HOULTHOCK LTN KAWASAKI DR ISAAC A ICLER BETSY H LODEWICK LAUFA PATRICIA MCORE, CHARLES CLINE MICK ON INDUSTRIES, NC MCORE, CHARLES CLINE MICK ON INDUSTRIES, NC MEARBURG EXPLORATION COMPANY
	7.500000 OPERATING 0.280417 AGREEMENT 1.562500 HOOPER AMP #2 0.260417 SECTION 21: NW/4 0.703125 403-487-1/2 4-14-1983 0.371673 0.327550 0.022344 0.260417 0.	0.280417 J.CREELMENT 1.562500 [HOOPER AuP at 0.200417 [SECTION 21: WW4 0.703125 403-487-12 1.57125 0.271175 0.270416 0.22244 0.220416 0.22244 0.200416 0.22244 0.200416 0.22244 0.200416 0.22244 0.200416 0.22244 0.200416 0.22244 0.200416 0.22244 0.200416 0.220417 0.200416 0.220418	0.015520 (JOPERA JING 0.015520 (JOPERA JING 0.016520 SECTION 21: SW4 2.34750 (JC-487-U 2.16-1983 1.05-4990 1.05-4990 1.05-4990 1.05-4990 1.05-4990 1.05-4990 1.05-4990 1.05-4990 0.023750 0.023750 0.0247	0.000650 0.000650 1.0/1680 0.0165260 1.0/1670 1.0/1670 1.0/1670 3.125000 5.986500

31 20.00 FLOWNSHIP IS SOUTH, RANGE 25 EAST, NIMPM SECTION 21: SZSW/ASW/4	30 20.00 PANGE 25 EAST. NAPH SECTION 21: N2SWI4SWI4	TR TRACT DESCRIPTION # ACRES OF LANDS
8.33334 WRGEENS, MUDREA C. NIMETVALS NIMETVALF, LORENE / COOLUINA FEE - HEP FEE - HEP		ACRES STRIMA NUMBER AND EXEMPLIATION DATE
ABO PETROLEUM CORPORATION ABO PETROLEUM CORPORATION MYCO INDUSTRES, INC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	YATES     JONE J. JOHNA       ABO PERIOLEUM CORPORATION       SHABBRO OIL LUNEED COMPANY       YATES DRILLING COMPONITION       MADO PETROLEUM CORPORATION       MARD PETROLEUM CORPORATION       YATES DRILLING COMPONITION       MADO PETROLEUM CORPORATION       MADO PETROLEUM CORPORATION    <	LESSEE OF RECORD AND PERCENTAGE
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A SUDUR A BO PETROLEUM CORPORATION A SUDUR A BO PETROLEUM CORPORATION A SUBURI, FRANCES H. COLL, CHARKE C. COLL, CHARKE C. COLL, CHARKE C. COLL, CHARKE C. COLL, JON F. II COLL, JON F. II COLL, JON F. II COLL, JON F. II COLL, MAX W. II COLL MA	OLIVER, WILLIAM E. TRUST PITCH ENERGY CORPORATION SCRUMAN, ADOLPH P. SHARERO I. LIMITED COMPANY SPACE BUILDING CORPORATION SPRAL, INC. UNIT FETROLEUM CORPORATION VATES PETROLEUM CORPORATION AND PETROLEUM CORPORATION BEDOWN BROTHERS HARRINAN TRUST BUNK, FRANCES B. COLL, CHARLES H. COLL, CHARLES	AND PERCENTAGE
0.016517 AGREEMENT 0.016517 KOOPER AMP #1 0.016517 KOOPER AMP #1 0.016517 SECTION 21: SW/4 2.34750 403-497-U 2.19.1993 1.054687 1.054687 2.343750 0.167734 1.06250 0.167734 1.06250 0.035517 0.033516 0.033516 0.033516 0.033516 0.033516 0.033516 0.033517	0.016520 1.071860 1.071860 0.306520 0.306520 0.016520 0.105520 0.105520 0.105520 0.016521 0.016517 0.016517 0.016517 0.016517 0.016517 0.016517 0.016517 0.016517 0.016517 0.006255 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024777 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024776 0.024777 0.024776 0.024776 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024777 0.024776 0.024777 0.024777 0.024777 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024777 0.024776 0.024776 0.024776 0.024776 0.024776 0.024777 0.024776 0.0247	REFERENCE

	8 8	# ACRES
RANGE 25 EAST, NMPM SECTION 21: SW/ASE/4,	TOWNSHIP 19 SOUTH, SECTION 21: NZSE4, SECTION 21: NZSE4,	OF LANDS
FEE - HOD JOINS 5.83334 ROSS, CORU E / ROOGER HANKS NM.403 457 FEE - HEP 1.666667 HILOT, USBAA W., ETAL NM.403 457. 0.833333 ROSS, JOIE E / ROOER HANKS	1       1	EXPRIATION DATE
		AND PERCENTAGE
25.00000 (GEVCV) E EVE 26.00000 (GEVC) EATI 16.00000 (FLCAN, JUT) 16.00000 (FLCAN, JUT) 16.00000 (FLCAN, JUT) 16.000000 (ROSS (FLCAN) 100.00000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN)) 100.0000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN)) 100.00000 (ROSS (FLCAN))	90,000000 BP AUER 25,000000 DEVONE 16,000000 DEVONE 10,000000 DEVONE 10,00	JAND PERCENTAGE
1.86500 GLAMBERS ROTERY B. IN 0.888751 UNX 1.01 STOREN B. IN 0.200417 STOREN B. IN 0.200		JAME/PERCENIAGEN
Bit State       Control E G, L RESOURCES, MC.         Bit State Or LULE M, VATES       Gui State Or LULE M, VATES         Bit State Or LULE M, VATES       Gui State Moore, MCHAEL HARRISON         Bit State Or LULE M, VATES       Gui State Moore, MCHAEL HARRISON         Bit State Or LULE M, VATES       Bit State Moore, STEPHEN SCOTT, ESTATE         Bit State Or LULE M, VATES       Bit State Moore, MCHAEL HARRISON         Bit State Or LULE M, VATES DENLING COMPANY       Bit State	HOOCE, SAMPORD J, II HOLTWARD, CA KELLER, BETSY H, CORRING, JORN J, II HOLTWARD, CARLER, BETSY H, CORRING, JORN J, KELLER, BETSY H, CORRING, JORN J, KILLER, BETSY H, CORRIGE, MCC, KILLER, MCC, JORN J, KILLER, BETSY H, CORRES, JORN J, KILLER, BETSY H, KILLER, BETSY H,	AND PERCENTAGE
4.427069) ACREEMENT 0.506930 SECTION 21: SE4 0.506930 403-497-11 8-23-1994 0.520630 ATE 0.520630 47-21: 520 47-21: 520 47	0.002 0.002 0.001 0.001 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000 0.0000	

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SECTION 28: EZNEVA		2000 TOWNSHIP 19 SOUTH RANGE 25 EAST, NMPM SECTION 21: WZSEASE14		ACRES OF LANDS
10.000000 ROLLA ROBERTS HINKLE, TRUST NAL-102-117 NAL-102-118 FEE - HBP 40.000000 WILLIAM H. NARTTAL ETAL NAL-402-497-N FEE - HBP 20.000000 MARSHALL & WINSTON, INC.		17.112800 TOMENA, NANCY P. ETAL FEE - HBP 0.337200 5.4 E COMPANY 2.500000 UNLEASED MINEPAALS	INN-402-497-E         FEE - HEIP         FEE - HEIP         FEE - HEIP         FEE - HEIP         0.833333         FOOMELL, BOOMEE / ROGER HANNS         NN-402-497-G         FEE - HEIP         FEE - HEIP         0.833333         FOMELL, BOOMEE / ROGER HANNS         NN-402-497-4         FEE - HEIP         FEE - HEIP         IND-402-497-4         FEE - HEIP         FEE - HEIP         IND-402-497-1         FEE - HEIP	ACRES SERVEL NUMBER AND
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AND PERCENTAGE	SHARBRO OIL LIMITED COMPANY TRUST O LIMIO PEGGYA, YATES ESTATE OF LILLE M, YATES YATES DOLLING COMPANY YATES, JOHNA	ABO PETROLEMI CORPORATION SHARBRO OLI LIMITED COMPANY TRUST O LUNIO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES JEGULING COMPANY YATES, JOHN A.	ABO PETROLEMA CORPORATION SHARBRO DU LIMITED COMPANY TRUST O LUMO PEGGY A YATES ESTATE OF LILLE M. YATES SESTATE OF LILLE M. YATES YATES JOHN A.	ABO PETROLEMI CORPORATION SHARBRO OL LIMITED COMPANY TRUST OLUMYO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES DELLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, NC. YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. VATES DRILLING COMPANY	ABO PETROLEUM CORPORATION MYCO INDUSTRIES, INC. YATES DRILLING COMPANY YATES DRILLING COMPANY YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	ABO PETROLEMA CORPORATION SHARBRO OLI LIMITED COMPANY TRUST O LUMO PEGGY A. YATES ESTATE OF LILLIE M. YATES YATES, JOHN A.	YATES PETROLEUM CORPORATION	ABO PETROLEUN CORPORATION SHARBRO OL LUNTED COMPANY TRUST OLUWO PEGGY A YATES ESTATE OF LULIE N YATES YATES JOHN A YATES JOHN A	ABO PETROLEMI CORPORATION SHARBRO OL LIMITED COMPANY TRUST O LUNYO PEGGY A. YATES ESTATE OF LILLE M. YATES YATES, JOHN A. YATES, JOHN A.	ABO PETROLEMICOMPONION SHARBROOLL LIMITED COMPANY TRUST Q UNVO PEGGY A. YATES ESTATE OF LILUE M. YATES YATES DELLING COMPANY YATES, JOHN A.	ABO PETROLEUM CORPORATION SHARBRO OL LUMITED COMPANY TRUST Q UNYO PEGGY A. YATES ESTATE OF LILUE M. YATES SRILLING COMPANY YATES, JOHNA.	ABO PETROLEUM CORPORATION SHARBRO OL LIMITED COMPANY TRUST Q UNV/O PEGGY A. YATES
AND PERCENTAGE	16.66667 ROSS, ROBERT 8.33333 ROSS, RONALD 16.66667 ROSS, WILLIAD 33.33334 SHEETS, ELIZABETH RUTH NIXON 8.333334 SHEETS, ELIZABETH RUTH NIXON	16.666666 16.666687 8.33333 16.666667 33.33334 8.33333	16.6666666 16.666667 18.333333 16.666667 33.333334 3.333334	16.666666 16.67677 16.676667 13.33333 14.6766667 13.333333	25.00000 25.00000 25.00000	20.000000	10.000000	100.000000	100.000000			16.666665 BP AMERICA PRODUCTION COMPANY 16.66667 DEVON EMERGY PRODUCTION CO. LP 8.33333 GOOD EARTH MINERALS, LLC 16.666667 HEARD, MYRTLE 23.33334 HALLS WINSTON, INC. 8.333331 MARSHALL & WINSTON, INC.	100.00000 NATLOCK MINERALS LIMITED COMPANY NEARBURG EXPLORATION COMPANY PANHANDLE ROYALTY COMPANY	16.666666 POWELL BONNE 16.66667 ROSS FAMULY UNING TRUST 8.33333 ROSS BERT A & OLETA F. 16.666667 ROSS, GARY 33.33334 ROSS, J. T. 8.333342 ROSS, J. T.	16.000000 PICSS, RAUET 16.00007 PICSS, ROMALD 16.000007 PICSS, ROMALD 16.000007 PICSS, RULIAM 33.33334 WEDDERBURN PROPERTIES, LLC	16,606667 16,606667 8,333333 16,606667 33,33334 33,33334	16.666666 16.666667 13.333334 19.333334	16.666666 16.666667 8.3333333
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Figure       Estate of LULE M. VATES       Estate of LULE M. VATES       Issues         Figure       VATES       Detail       Det
A       ESTATE OF LULE & VILLE & VILLE       NUTES       DELLING CONCORDANTON       13.3000         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       33.3333         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       33.3333         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       33.3333         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       33.3333         1.30000       REF. HBP       VILTES, DELLING CONPORTION       33.00000       VILTES, DELLING CONPORTION       30.00000         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       30.00000         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       30.00000         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELLING CONPORTION       30.00000         1.30000       REF. HBP       VILTES, DELLING CONPORTION       VILTES, DELING CONPORTION       30.00000         1.30000       REF. HBP       VILTES, DELING CONPORTION       VILTES, DELING CONPORTION       30.0000000
ESTATE OF LILLE M. VATES       ESTATE OF LILLE M. VATES       15.0000         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.33334         7.30000       REW MEDICO OSAGE COOP       VATES DELLING COMPANY       33.3334         7.30000       REW MEDICO OSAGE COMPANY       VATES DELLING COMPANY       33.00000         7.30000       REE HER       REE HER       VATES DELLING COMPANY       10.000000         7.30000       REE HER       REE HER       VATES DELLING COMPANY       10.000000         7.30000       REE HER       REE HER       VATES DELLING COMPANY       10.000000         7.30000       REE HER       REE HER       VATES PETROLEUN COMPANY       10.000000         7.300000       REE HER       VATES PETROLEUN
ESTATE OF LILLE M. YATES       ESTATE OF LILLE M. YATES       History         7.50000       INLACALART RI       YATES, DOLLAR COMPARY       333333         MALACLART RI       YATES, DELLING COMPARITION       3300000         MALACLART RI       YATES, DELLING COMPARITION       3000000         MALACLART RISSA       YATES DELLING COMPARITION       3000000         MALACLART RISSA       YATES DELLING COMPARITION       10000000         MALACLART RISSA       YATES DELINCLEUN COMPARITION       10000000 <t< td=""></t<>
ESTATE OF LILE M. VATES       ESTATE OF LILE M. VATES       Hadeword         7,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         7,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,500001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,50001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,50001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,50001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       83333         1,50001       REW WESTCO (SAGE COOP       VATES DELLIKA COMPANY       10000000         1,50001       REW HEND       VATES DELLIKA COMPANY       10000000         1,50001       REW HEND       VATES DELLIKA COMPANY       10000000         1,50001       REW HEND       VATES DELLIKA COMPANY       10000000         1,50001       REW HEN
STATE OF LILLE M. VATES       ESTATE OF LILLE M. VATES       Is design         7.50000       INFER MICROCO OSAGE COOP       VATES DIRLING COMPANY       3.50334         7.50000       INFER MICROCO OSAGE COOP       VATES DIRLING COMPANY       3.50334         7.50000       INFER MICROCO OSAGE COOP       VATES DIRLING COMPANY       3.50334         8.60.912       INFER MICROCO OSAGE COOP       VATES DIRLING COMPANY       3.50334         9.12.2000       INFER MICROCOMPANY       VATES DIRLING COMPANY       3.50334         9.12.2000       INFER MICROCOMPANY       VATES DIRLING COMPANY       3.00000         11.20000       INFER MICROCOMPANY       VATES DIRLING COMPANY       3.00000         11.20000       INFER MICROCOMPANY       VATES PETROLEMM COMPONY       10.000000         11.20000       INFER MICROCOMPANY       10.000000       10.000000         INFE MICROCOMPANY       INFER MICROCOMPANY       10.000000         11.20000
STATE OF LILLE M. YATES       STATE OF LILLE M. YATES       Is desering yates         7.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       3.5333         7.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       3.5333         7.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       3.5333         7.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       3.5333         7.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       3.5000         8.60       PEE - IND       YATES DRILLING COMPANY       3.50000         1.25000       MERA MOSE COOPONTION       YATES PETROLEIM CORPORATION       3.000000         1.25000       MALOA ISSA       YATES PETROLEIM CORPORATION       10.000000         1.
ESTATE OF LILLE M. YNTES       IS ABOR         7.50000       NEW MEXICO OSAGE COOP       YATES DELLING COMPANY       IS ABOR         7.50000       NEW MEXICO OSAGE COOP       YATES DELLING COMPANY       IS ABOR         9.00000       NEW MEXICO OSAGE COOP       YATES DELLING COMPANY       IS ABOR         9.00000       NEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES DELLING COMPANY       IS ABOR         9.1.220000       FEE - HBP       YATES PETROLELIN CORPORATION       IS ABOR         9.1.220000       FEE - HBP       YATES PETROLELIN CORPORATION       IS ABOR
ESTATE OF LILIE M. VATES       ESTATE OF LILIE M. VATES       19.6669         7.50000       NEW MEXICO OSAGE COOP       VATES DELLING COMPANY       9.33333         FEE - Hap       VATES DELLING COMPANY       9.33333         FEE - Hap       VATES DELLING COMPONITION       2.00000         FEE - Hap       VATES DETROLEIM COMPONITION       2.00000         FEE - Hap       VATES DETROLEIM COMPONITION       2.000000         FEE - Hap       VATES DETROLEIM COMPONITION       2.00000         FEE - Hap       VATES DETROLEIM COMPONITION       10.000000         NALOS-ISSUE       VATES DETROLEIM COMPONITION       10.000000         NALOS-ISSUE       VATES PETROLEIM COMPONITION       10.000000         NALOS-ISSUE       FEE - HBP       VATES PETROLEIM COMPONITION       10.000000         NALOS-ISSUE       FEE - HBP       VATES PETROLEIM COMPONITION       100.000000         NALOS-ISSUE       FEE - HBP       VATES PETROLEIM COMPONITION       100.000000         NALOS-ISSUE       FEE
ESTATE OF LILLING COMPANY       ESTATE OF LILLING COMPANY       18.00001         7.500000       NEW MESICO OSAGE COOP       YATES DRILLING COMPANY       8.33334         7.500000       NEW MESICO OSAGE COOP       YATES DRILLING COMPANY       8.33334         7.500000       FEE - HBP       YATES DRILLING COMPANY       8.33334         7.500000       BONNE H, MORRISON       YATES DRILLING COMPANY       8.33334         7.500000       BONNE H, MORRISON       YATES PETROLEUM CORPORATION       2.000000         7.1250000       BONNE H, MORRISON       YATES PETROLEUM CORPORATION       2.000000         7.1250000       BONNE H, MORRISON       YATES PETROLEUM CORPORATION       2.000000         7.1250000       REPRAMICISE CORPORATION       YATES PETROLEUM CORPORATION       10.000000         7.1250000       REPRAMICISE CORPORATION       YATES PETROLEUM CORPORATION       10.000000         7.1250000       REPRAMICISE CORPORATION       YATES PETROLEUM CORPORATION       10.000000         7.1250000       REPRAMICISE AND TE       YATES PETROLEUM CORPORATION       10.000000         7.1250000       REPRAMICISE AND TE       YATES PETROLEUM CORPORATION       10.000000         7.1250000       REPRAMICISE AND TE       YATES PET
ESTATE OF LILLIN CORPORTION       ESTATE OF LILLIN CORPORTION       13.0000         7.50000       NEW MEXICO OSAGE COOP       YATES DRILING COMPANY       9.33334         7.50000       NEW MEXICO OSAGE COOP       YATES DRILING COMPANY       9.33334         7.50000       IRE - HBP       YATES DRILING COMPANY       9.33334         1.25000       BOINIE H, MORRISON       YATES DRILING COMPANY       25.00000         1.25000       MA-40: 1553-D       YATES PETROLEM CORPORATION       10.000000         NM-40: 1553-D       MA-40: 1553-D       YATES PETROLEIN CORPORATION       10.000000         NM-40: 1553-D       MA-40: 1553-D       YATES PETROLEIN CORPORATION       10.000000         NM-40: 1553-D       MA-40: 1553-D       YATES PETROLEIN CORPORATION       100.000000         NM-40: 1553-D       NEE HID       YATES PETROLEIN CORPORATION       100.000000
ESTATE OF LILLIN VITES       ESTATE OF LILLIN COMPANY       16.0000         7.50000       NEW MEXICO OSAGE COOP       VATES DRILING COMPANY       8.3333         7.50000       NEW MEXICO OSAGE COOP       VATES DRILING COMPANY       8.3333         7.50000       NEW MEXICO OSAGE COOP       VATES DRILING COMPANY       8.3333         7.50000       NEW MEXICO OSAGE COOP       VATES DRILING COMPANY       8.3333         7.50000       NEW MEXICO OSAGE COOP       VATES DRILING COMPANY       8.3333         7.60000       NEE - HBP       VATES DRILING COMPANY       2.00000         1.25000       BOINNE H. MORRISON       VATES DRILING COMPANY       2.00000         NA-400-1553-C       NA-400-1553-C       VATES DRILING COMPANY       10.000000         1.250000       MA-400-1553-C       VATES PETROLEIM CORPORATION       100.000000         1.250000       MA-400-1553-C       VATES PETROLEIM CORPORATION       100.000000 <td< td=""></td<>
ESTATE OF LILLER / VATES       FEIALING COMPANY       ESTATE OF LILLER / VATES       FI 680891         7/50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       8 33333         7/50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       8 33333         7/50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       8 33333         7/50000       REE - HBP       YATES DRILLING COMPANY       8 330000         1/250000       BOINNIE H. WORRISON       YATES DRILLING COMPANY       2 300000         1/250000       BOINNIE H. WORRISON       YATES DRILLING COMPANY       2 300000         1/250000       BOINNIE H. WORRISON       YATES DRILLING COMPANY       2 300000         1/250000       BOINNIE H. WORRISON       YATES DRILLING COMPANY       2 300000         1/250000       BOINNIE H. WORRISON       YATES DRILLING COMPANY       10 000000         1/250000       MEAD-1553-A       YATES DRILLING COMPANY       10 0000000         1/250000       MEAD-1553-A       YATES PETROLEUM CORPORATION       100 000000         1/250000       MEAD-1553-A       YATES PETROLEUM CORPORATION       100 000000         1/250000       MEAD-1553-A       YATES PETROLEUM CORPORATION       1
T.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       33.3334         T.50000       NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY       33.3334         T.50000       NM-403-497-R1       YATES DRILLING COMPANY       33.3334         MA-603-497-R1       YATES DRILLING COMPONITION       Z5.00000         NM-403-497-R1       YATES DRILLING COMPANY       33.3334         NM-403-497-R1       YATES DRILLING COMPONING       Z5.00000         NM-403-497-R1       YATES DRILLING COMPANY       Z5.00000         NM-403-1553       MA-60-1553       MICO INDUSTRIES, INC.       Z5.00000         NM-403-1553       MICO INDUSTRIES, INC.       Z5.00000       Z5.00000         NM-403-1553       MICO INDUSTRIES, INC.       Z5.000000       Z5.000000         NM
NEW MEXICO OSAGE COOP   YATES DRILLING COMPANY YATES DRILLING COMPANY YATES DRILLING COMPANY YATES DRILLING COMPANY NALOS 1553     C R NXON, JR.   YATES DRILLING COMPANY YATES DRILLING COMP
NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY YATES DRILLING COMPANY YATES DRILLING COMPANY ABO PETROLEUM CORPORATION         NM-403-1533       MYCO INOUSTRIES, INC.         CE R. NIXON, JR.       MYCO INOUSTRIES, INC.         SONNIE H. MORRISON       MYCO INOUSTRIES, INC.         BONNIE E HAP       YATES DELLING COMPORTION         MA-403-1553-C       YATES DELLING COMPORATION         FEE - HBP       YATES DELLING COMPORATION         MA-403-1553-C       YATES DELLING COMPORATION         FEE - HBP       YATES DELLING COMPORATION         MAA-403-1553-C       YATES PETROLEUM CORPORATION         MAA-403-1553-C       YATES PETROLEUM CORPORATION <t< td=""></t<>
ESTATE OF LILIE M. VATES         VATES DRILLING COMPANY         FEE - HBP         C. R. NIXON, JR.         M4403-497.R1         M403-497.R1         VATES DRILLING COMPANY         FEE - HBP         VATES DETROLEUM CORPORATION         MAGOS HELONG COMPONATION         MARSHAL & WINSTON, INC.
NEW MEXICO OSAGE COOP       YATES DRILLING COMPANY YATES DRILLING COMPANY ABO PETROLEUM CORPORATION         NA-403-497-R1       YATES, JOING         NM-403-497-R1       YATES, JOING         NM-403-497-R1       YATES, JOING         NM-403-497-R1       YATES, JOING         NM-403-497-R1       YATES, JOING         C.R. NIXON, JR.       YATES DRILLING COMPANY FEE - HBP         DOINIE H. WORRISON       MYCO INDUSTRIES, INC.         BOINIE H. WORRISON       YATES DRILLING COMPORATION         NM-403-1553-C       YATES DRILLING COMPORATION         FEE - HBP       YATES DRILLING COMPORATION         NM-403-1553-C       YATES PETROLEUM CORPORATION         MM-403-1553-C       YATES PETROLEUM CORPORATION         NM-403-1553-C       YATES PETROLEUM CORPORATION
ESTATE OF LILIE M VATES         VATES DRILING COMPANY         VATES DRILING COMPANY         NEW MEXICO OSAGE COOP       VATES DRILING COMPANY         NAMADA-497-R1       VATES DRILING COMPANY         FEE - HBP       VATES DRILING COMPANTION         NM-403-1553       MYCO INDUSTRIES. INC.         FEE - HBP       VATES DRILING COMPANTION         NM-403-1553       MYCO INDUSTRIES. INC.         FEE - HBP       VATES DRILING COMPANTION         NM-403-1553       MYCO INDUSTRIES. INC.         FEE - HBP       VATES DRILING COMPONITION         NM-403-1553       MYCO INDUSTRIES. INC.         FEE - HBP       VATES DRILING COMPONITION         NM-403-1553       MYCO INDUSTRIES. INC.         FEE - HBP       VATES DRILING COMPANY
NEW NEXICO OSNOE COOP       YATES, DRILLING COMPANY         NAMO NEXICO OSNOE COOP       YATES, DRILLING COMPORATION         NAMO NEXICO OSNOE COOP       ABO PETROLEUM CORPORATION         NAMO NEXICO OSNOE COOP       YATES, DRILLING COMPORATION         NAMO NEXICO OSNOE COOP       YATES, DRILLING COMPORATION         NAMO NEXICO OSNOE COOP       YATES, DRILLING COMPANY         FEE - HBP       YATES, DRILLING COMPORATION         C. R. NIXON, JR.       YATES, DRILLING COMPORATION         MA400 1553       MYCO INDUSTRIES, INC.         FEE - HBP       YATES, DRILLING COMPANY         FEE - HBP       YATES, DRILLING COMPANY         YATES, DRILLING COMPANY       YATES, DRILLING COMPANY         FEE - HBP       YATES, DRILLING COMPANY         FEE - HBP       YATES, DRILLING COMPANY         YATES, DRILLING COMPANY       YATES, DRILLING COMPANY
NEW MEXICO OSAGE COOP NAMO DEVICE STATE OF LILLIE M. YATES VATES DRILLING COMPANY YATES, JOHN NAMO INDUSTRIES, INC. NAMO INCLUSTING SINCH CORPORATION AGO PETROLEUM CORPORATION AGO PETROLEUM CORPORATION AGO PETROLEUM CORPORATION AGO PETROLEUM CORPORATION AGO PETROLEUM CORPORATION
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TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 30: LOT 3 (NW/4SW/4), NE/4SW/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NNPM SECTION 30: SWI4SE/4	TOWNSHIP 19 SOUTH, RANCE 25 EAST, NMPM SECTION 30: N2SE4, SE4SE4	RANGE 25 EAST, NUPM SECTION 30: LOT 2 (SWIANWIA)	TOWNESHIP 19 SOUTH, RANGE 25 EAST, NAMM SECTION 30: LOT 1 (NVI/4NVI/4), EZNIVI/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, MAPM SECTION 30: SW/ANE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NAPM SECTION 30: NW/ANE/4	TOWNSHIP 19 SOUTH, RANGE 25 EAST, NMPM SECTION 28: SZSWI4	DESCRIPTION OF LANOS
81.370000[S. P. JOHNSON, III, ETAL NIN-403-22 FEE - HBP	40.00000 NM-54382 FEDERAL - HBP	120.00000 (NAL-0559175, BETTY A. ASPOEN NAL-401-190 FEDERAL-HEP	41 35000 MALOSSPTS, BETTY A. ASPDEN NAL-1401-190 FEDERAL - HSP		40.00000 NAL-053178, BETTY A ASPDEN PAL-401-190 FEDERAL - NEP	40.00000 NAL-059175, 002TTY A. ASPDEN NAL-07-190 FEDERAL - 100	60.000000 MAL-0559175, BEETTY A. ASPDEN NAL-01-190 FEDERAL - HEP	ACRES SERIAL NAMEER AND EXPRIATIONERATE
CATHE CONE MCCOWN AUVENSHINE CHLORENS KATHLEN CONE TRUST DOUGLAS L. CONE	NEARBURG EXPLORATION COMPANY	VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	YATES PETROLEUM CORPORATION	VATES PETROLEUM CORPORATION	AND PERCENTAGE
2.14224 JOHNSON, S. P. III, & BARBARA J. 1142225 PJC LIMITED PARTNERSHIP 1.142224 1.142224	MINERALS MANAGE		100.000000 MINE PALS MANAGEMENT SERVICE	MINEPALS MANAGE MEN	MINERALS MANAGEMENT			AND PERCENTAGE
9 375000 CHANNERS LOLLE DEE KNIG I 9 375000 CHANNERS RODERE EL AT DAWSON NEVA CHANNERS LIPSCONDE CELESTE CHANNER		12.50000 BEETIC AND THESO WAS REPORTED IN THE PROPERTY OF THE	1,20000 Brunners Lodge ber Lawer Gruners Lodge ber Lawer Bruners Lodge ber Lawer Bruners Lodge ber Bruners Lodge ber Bruners Lodge ber Bruners Lawer Herter Frinderund ber Brune Herter Frinderund ber Herter Frinderund ber		12.50000 BETRY AN LED SOL WALKEN WALKEN DE LA LED LE DE LE MARKEN E LE DANNE DE LA LED LE DE LA LED LE DANNE DE LA LEVEL DE LA	12.50000 RELIA (A) CHE ON SA CHENA GANGES CHE DET CAN DANE CONSTRUCTION FREE AN A EVA SAME FREE AN A CHE THE ANA CHE OF CHE THE ANA CHE OF CHE OF CHENA CHEROSA	er so	AND REPORTAGES
SKALE 0 25%209/AUVENSHINE CHILDRENS 00887/6 (OCHE, KATHLEEN TRUST, DECT) (800) 00987/8 (OCNE, KATHLEEN TRUST, DECT) (86C) 10987/8 (OCNE, KENNETH G.	AVACINSHINE CALIDRENS CONE, KATHLEEN TRUST, DECTD (RGC) CONE, KATHLEEN TRUST, DECTD (RGC) CONE, RANDY LEE CONE, TOM R CONE, RANDY LEE CONE, TOM R HANSON-MCBRIDE PETROLEUM CO. MCCOWN, CATHLE CONE SACRAMENTO PARTNERS LIMITED SEPEAL, INC. YATES PETROLEUM CORPORATION	AVE SHALL CHLORENS STATE STA					SUCAMENTO PARTNERS LIMITED SPIRAL, INC. VOIGT, WILMA EVELYN VATES DRILLING COMPANY YATES PETROLEUM CORPORATION NEARBURG EXPLORATION COMPANY YATES PETROLEUM CORPORATION	AND PERCENTAGE
0.599601 OPERATING 0.399734 JACREEMENT 0.599601 DAGGER ZW #1 0.599801 SECTION 30: SW/4	0.312742 OPERATING 0.2090/0 GAREEMENT 0.312740 SECTION 30: SE4 0.312740 SECTION 30: SE4 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312110 0.31210000000000000000000000000000000000	0.312742 0.206425 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.312740 0.314110	0.744510 0.744510 1.117310 0.372437 1.117310 1.395640 1.407890 1.407890 1.407890		0) 1104664 0.739642 1.104664 1.104664 1.104660 0.366527 1.361210 1.3622430 1.3622430 1.3622430	8 0 - 0 -	784.5	

				DEPCO, INC.	9 158375 NINE FOR - 1-8, COVERT, RUTH K. 9 138375 NINE 404 - 4-8, COVERT, RUTH K.		<u> </u>
			100.00000		156375 MINERALS	9	
		•,			ISANTS WINERALS		
			100.000000	MARATHON OIL COMPANY			
			G 100.000000	CITIES SERVICE OIL & GAS CORPORATIO	312750 MINERALS	91	
		· .			NAL-404-4-B. COVERT, RUTH K.		
			100.000000	YATES PETROLEUM CORPORATION	885000 MINERALS		
	All and a second s		0.648063	MARATHON OLL COMPANY SACRAMENTO PARTNERS LTD SPIRAL, INC.			<u></u>
SACRAMENTO PARTNERS LIMITED 0.755592 SPIRAL INC. 0.755592			1.142224	IN CHRIST MARILYN I COME			
			1.142224	TOM R. CONE KENNETH G. CONE			
0,19986	CONSC DESCRIPTION OF A		1.142224	CLIFFORD CONE CLIFFORD CONE FAMILY TRUST			
CONE, KATHLEEN TRUST, DEC'D (KGC) 0.599801 DAGGER ZW #1	UNPERSITE ALL ALL ALL ALL BOOM		1.142224	KATHLEEN COME TRUST DOUGLAS L. COME	FEE - HBP	SECTION 30: LOT 4	SECTION
0.59960	MBERS FORE E. H. STATE		2. 142224 VAN WINKLE, JOANNE D. 1. 142225	CATHIE CONE MCCOWN	4.000500 S. P. JOHNSON, III, ETAL	+	81.39 TOWNSH
	- CA217.		1.438384 1.439384 85.050008	SACKAMENTO PARTNERS LIMITED SPIRAL, INC.			
		-	0.648083	MARATHON OIL COMPANY			
			1.142224	KATHLEEN CONE TRUST			
MCCOWN, CATHLE CONE 0.599601			1.142224				
_	PROBANDIT W. P. ALLEANLENE UP. A. L. R. BARAGORI COME, P.		1.142224	CLIFFORD CONE		_	
	AND PERCENTAGE	GE	AND PERCENTAGE	LESSEE OF RECORD	S SERIAL NUMBER AND EXPRIATION DATE	S ACRES	TR TRACT DESCRIPTION # ACRES OF LANDS

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