

UNIT AGREEMENT
TWIN LAKES SAN ANDRES UNIT
CHAVES COUNTY, NEW MEXICO

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Exhibit "A" (Map of Unit Area)

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UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION OF THE

TWIN LAKES SAN ANDRES UNIT

CHAVES COUNTY, NEW MEXICO

THIS AGREEMENT, entered into as of the 1st day of June, 1987, by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as "parties hereto";

W I T N E S S E T H T H A T :

WHEREAS, the parties hereto are the owners of working, royalty or other oil and gas interests in the Unit Area subject to this agreement; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by law (Sec. 3, Chap. 88, Laws 1943) as amended by Dec. 1 of Chapter 162, Laws of 1951, (Chap. 19, Art. 10, Sec. 45, N.M. Statutes 1978 Annot.), 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 (Sec. 1, Chap. 162, Laws of 1951; Chap. 19 Art. 10 Sec. 47, N.M. Statutes 1978 Annot.) to ammend 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 Energy & Minerals Department of the State of New Mexico or any successor agency is authorized

by law (Chap. 72, Laws 1935, as amended, being Sec. 70-2-1 et seq. and Section 70-7-1 et seq., etc., New Mexico Statutes, 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Twin Lakes Unit Area, comprised of the land hereinafter designated, to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to enable institution and consummation of secondary and/or enhanced oil recovery operations, conserve natural resources, prevent waste and secure the 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 interests in the Unitized Formation underlying the Unit Area, and agree severally among themselves as follows:

SECTION 1. ENABLING ACT AND REGULATIONS: 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 of New Mexico are hereby accepted and made a part of this agreement.

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

- (a) "Unit Area" is defined as the land depicted on Exhibit "A" and described by Tracts in Exhibit "B" attached hereto, and said land is hereby designated and recognized as constituting the Unit Area.
- (b) "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 State of New Mexico.
- (d) "Unitized Formation" is defined as that stratigraphic equivalent of that interval occurring between the Top of the P1 and base of

the P2 Zone of the San Andres Formation, said P1 and P2 Zone interval being identified as that interval occurring between 2708 feet and 2798 feet in the Pelto Oil Company O'Brien "L" No. 16 Well located 2,310 feet from the north line and 1,675 feet from the east line of Section 6, Township 9 South, Range 29 East, N.M.P.M., Chaves County, New Mexico as recorded on the Dual Laterolog of said well dated December 23, 1984.

- (e) "Unitized Substances" is defined as all oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons within or produced from the Unitized Formation.
- (f) "Working Interest" is defined as an interest in Unitized Substances by virtue of a lease, operating agreement or otherwise, including a carried or net profits interest, 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, producing and operating the Unitized Formation. Any interest in Unitized Substances which is a Working Interest as of the date the owner thereof executes, ratifies or consents to this agreement shall thereafter be treated as a Working Interest for all purposes of this agreement.
- (g) "Royalty Interest" is defined as a right to or interest in any portion of the Unitized substances or proceeds thereof other than a Working Interest.
- (h) "Working Interest Owner" is defined as a party hereto who owns a Working Interest.
- (i) "Royalty Owner" is defined as a party hereto who owns a Royalty Interest.
- (j) "Tract" is defined as each parcel of land described as such and given a Tract number in Exhibit "B".
- (k) "Tract Participation" is defined as the percentage, expressed as a decimal fraction, of Unitized Substances allocated hereunder to a Tract as hereinafter defined. The Tract Participation of the Tracts within the Unit Area is shown on Exhibit "C" attached hereto.
- (l) "Unit Participation" is defined as the sum of the percentages, expressed as decimal fractions, obtained by multiplying the

Working Interest of a Working Interest Owner in each Tract having Tract Participation by the Tract Participation of such Tract.

- (m) "Unit Operating Agreement" is defined as any agreement or agreements entered into, separately or collectively, by and between the Unit Operator and the Working Interest Owners as provided in Section 9, Accounting Provisions and Unit Operating Agreement, infra, and shall be styled "Unit Operating Agreement, Twin Lakes San Andres Unit, Chaves County, New Mexico".
- (n) "Unit Manager" is defined as the person or corporation appointed by the Unit Working Interest Owners to perform the duties of the Unit Operator until the selection and qualification of a successor Unit Operator as provided for in Section 8, Successor Unit Operator, hereof.

SECTION 3. UNIT AREA: The area specified on the map attached hereto marked Exhibit "A" is hereby designated and recognized as constituting the Unit Area, containing 4,863.82 acres, more or less.

Exhibit "A" to the extent known to Unit Operator, shows the boundaries and identity of Tracts and leases in the Unit Area. Exhibit "B" attached hereto is a schedule showing, to the extent known to Unit Operator, the acreage comprising each Tract and the percentage of ownership of each Working Interest Owner in each Tract. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest as are shown in said map or schedule as being owned by such party. Exhibit "C" attached hereto is a schedule showing the Tract Participation of each Tract in the Unit Area which Tract Participation has been calculated upon the basis of all tracts within the Unit Area being committed to this agreement as of the effective date hereof.

Exhibits "A", "B", and "C" shall be revised by Unit Operator whenever changes render such revision necessary and not less than two copies of such revision shall be filed with the Commissioner and the Division.

SECTION 4. EXPANSION: The Unit Area may, when practicable, be expanded to include therein any additional Tract or Tracts regarded as

reasonably necessary or advisable for the purposes of this agreement. Such expansion shall be effected in the following manner.

(a) Seventy-five percent (75%) of the Working Interest Owners of a Tract or Tracts desiring to bring such Tract or Tracts into the Unit Area shall file an application therefor with Unit Operator requesting such admission.

(b) Unit Operator shall circulate a notice of the proposed expansion to each Working Interest Owner in the Unit and/or affected by the proposed expansion setting out the basis for admission, the Tract Participation proposed to be allocated to such Tract or Tracts, and other pertinent data. After negotiation (at Working Interest Owners' meeting or otherwise) if Working Interest Owners having a combined Unit Participation of seventy-five percent (75%) or more have agreed to such Tract or Tracts being brought into the Unit Area, then Unit Operator shall, after preliminary concurrence by the Commissioner and the Division:

- (1) 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 allocated thereto, and the proposed effective date thereof; and
- (2) Furnish copies of said notice to the Commissioner and the Division, each Working Interest Owner and to the lessee and lessor whose interests are proposed to be committed, advising such parties that thirty (30) days will be allowed for for submission to the Unit Operator of any objections to such proposed expansion; and
- (3) File, upon the expiration of said thirty-day period as set out in Subsection (2) immediately above, with the Commissioner and Division the following: (a) Evidence of mailing copies of said notice of expansion; (b) An application for such expansion; (c) An instrument containing the appropriate joinders of both Working Interest Owners and Royalty Owners in compliance with the qualification requirements of Section 4.(a) and 4.(b) above; and (d) Copies of any objections received.

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

There shall never be any retroactive allocation or adjustment of operating expenses or of interest in the Unitized Substances produced (or the proceeds of the sale thereof) by reason of an expansion of the Unit Area; provided, however, this limitation shall not prevent any adjustment of investment necessitated by such expansion.

SECTION 5. UNITIZED LAND AND UNITIZED SUBSTANCES: All land committed to this agreement, as to the Unitized Formation defined in Section 2. Definitions, shall constitute land referred to herein as "Unitized Land" or "land subject to this agreement". All oil and gas in the Unitized Formation in the Unitized Land are unitized under the terms of this agreement and herein are called "Unitized Substances".

SECTION 6. UNIT OPERATOR: Pelto Oil Company is hereby designated as Unit Operator, and by signing this instrument as Unit Operator it 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 hereto to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interests in Unitized Substances, and the term "Working Interest Owner" when used herein shall include or refer to Unit Operator as the owner of a Working Interest when such an interest is owned by it.

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 Operator's 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 and the

Commissioner and Division 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 only by unanimous vote of all Working Interest Owners other than Unit Operator. Such removal shall be effective upon notice thereof to the Commissioner and Division.

In all such instances of 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 equipment, books and records, materials, appurtenances and other assets used in conducting the Unit operations and owned by the Working Interest Owners (including any and all data and information which it might have gained or assembled by reason of its operation of the Unit Area) to the new duly qualified successor Unit Operator or to the Unit Manager if no such new Unit Operator is elected, to be used for the purpose of conducting Unit Operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment or appurtenances needed for the preservation of any wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator who resigns or is removed hereunder from any liability or duties accruing to or performable by it prior to the effective date of such resignation or removal.

SECTION 8. SUCCESSOR UNIT OPERATOR: Whenever Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners, voting in the manner provided in the Unit Operating Agreement, shall select a successor Unit Operator; provided, however, that the voting interest of the outgoing Unit Operator shall not be considered for any purpose if such outgoing Unit Operator fails to vote or votes only to succeed itself. Such selection of a successor Unit Operator 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 Commissioner and Division. If no successor Unit Operator is selected as herein provided, the Commissioner may declare this agreement terminated.

SECTION 9. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT: All costs and expenses incurred by Unit Operator in connection with the organization and formation of the Unit as well as those costs and expenses incurred 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 hereunder in conformity with their underlying operating agreements, leases or other independent contracts and such other rights and obligations as between Unit Operator and the Working Interest Owners as may be agreed upon by the Unit Operator and the Working Interest owners; however, no such Unit Operating Agreement shall be deemed either to modify any of the terms and conditions of this Unit Agreement or to relieve the Unit Operator of any right or obligation established under this agreement, and in case of any inconsistency or conflict between this agreement and the Unit Operator Agreement, this agreement shall prevail. One true copy of any Unit Operating Agreement executed pursuant to this Section shall be filed with

the Commissioner and one true copy shall be filed in the Official Records of Chaves County, New Mexico.

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 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 therefor, 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 has been reasonably proven to be productive of Unitized Substances in paying quantities or is necessary for Unit Operations and that the object and purpose of this agreement is to formulate and to put into effect a secondary enhanced oil recovery project in order to effect a greater recovery of Unitized Substances, prevent waste and conserve natural resources. The parties hereto agree that the Unit Operator may, subject to the consent and approval of a plan of operation by the Working Interest Owners, the Division and the Commissioner, inject into the Unitized Formation, through any well or wells completed therein, brine, water, air, gas, oil, liquefied petroleum gas, steam and any other substance or a combination of any of said substances, whether produced from the Unitized Formation or not, and that the location of input wells and the rates of injection therein and the rate of production shall be governed by standards

of good geologic and petroleum engineering practices and conservation methods. Reasonable diligence shall be exercised by Unit Operator in complying with the obligations of any approved plan of operation. The parties hereto, to the extent they have the right so to do, hereby grant Unit Operator the right to use brine or water (or both) produced from any formation underlying the Unit Area for injection into the Unitized Formation; provided, however, that this grant of said right shall not preclude or restrict the use of brine or water (or both) produced and/or transported from sources other than the Unit Area for injection into the Unitized Formation. After commencement of secondary and/or enhanced oil recovery operations, Unit Operator shall furnish the Commissioner and the Division monthly injection and production reports for each well in the Unit. The Working Interest Owners, the Commissioner and the Division shall be furnished periodic reports on the progress of the plan of operation and any revisions or changes thereto necessary to meet changed conditions or to protect the interests of all parties to this agreement; provided, however that any major revisions of the plan of operation involving a basic deviation from the initial plan of operation shall be subject to the consent and approval of the Working Interest Owners, the Commissioner and Division.

The Initial plan of operation shall be filed with the Division and the Commissioner concurrently with the filing of this Unit Agreement for final approval. Reasonable diligence shall be exercised in complying with the obligations of said plan of operation.

Notwithstanding anything to the contrary herein contained, the Unit Operator shall commence, if not already having done so, operations requisite to secondary and/or enhanced oil recovery on the Unit Area not later than six (6) months after the effective date of this Agreement, or any extension thereof approved by the Commissioner and Division, or this Agreement shall terminate automatically in which latter event the Unit Operator shall notify all interested parties. After such

operations are commenced, Unit Operator shall carry on such operations as would a reasonably prudent operator under the same or similar circumstances.

SECTION 12. TRACT PARTICIPATION: The Tract Participation set forth in Exhibit "C" for each Tract within the Unit Area have been calculated and determined for in accordance with the following formulas:

WHERE:

- A = Tract Cumulative Oil Produced to 4-1-86
- B = Tract Remaining Oil Reserves At 4-1-86
(Using 1 BOPD/Well Cutoff)
- C = Total Unit Area Cumulative Oil Production to 4-1-86
- D = Total Unit Area Remaining Oil Reserves at 4-1-86
(Using 1 BOPD/Well Cutoff)

THEN:

$$\text{Tract Participation} = \frac{A + B}{C + D}$$

Such of Tract Participation have been calculated upon the basis of all of said Tracts within the Unit Area being committed to this agreement as of the effective date hereof, and such Tract Participations shall govern the allocation of all Unitized Substances produced after the effective date hereof, subject, however, to any revision or revisions of the Unit Area and Exhibit "C" in accordance with the provisions hereof.

In the event less than all of the Tracts are committed hereto as of the effective date hereof Unit Operator shall promptly file with the Commissioner and Division at least two copies of revised Exhibits "B" and "C" setting forth on Exhibit "C" the revised Tract Participations opposite each of the qualified tracts, which shall be calculated by using the tract

factors and formula set forth hereinabove, but applying the same only to the qualified Tracts. The revised Exhibit "B" and "C" shall, effective as of the effective date of this agreement, supersede the original Exhibits "B" and "C" attached hereto and shall thereafter govern the allocation of Unitized Substances unless disapproved by the Commissioner and Division within 30 days after filing.

If, subsequent to the effective date of this agreement, any additional tract becomes committed hereto under the provisions of Section 3, Unit Area, or Section 28, Non-joinder and Subsequent Joinder, or any committed tract is excluded herefrom under the provisions of Section 27, Loss of Title, Unit Operator shall revise said Exhibits "B" and "C" or the latest revision thereof to show the new percentage participations of the then committed tracts, which revised exhibit shall, upon its approval by the Commissioner and the Division, supersede, as of its effective date, the last previously effective Exhibits "B" and "C". In any such revision of Exhibit "C", the revised percentage participations of the respective tracts listed in the last previously effective Exhibit "C" shall remain in the same ratio one to another.

SECTION 13. TRACTS QUALIFIED FOR UNIT PARTICIPATION: On and after the effective date hereof, the Tracts within the Unit Area that shall be entitled to participate in the production of Unitized Substances therefrom shall be the Tracts within the Unit Area that are qualified as follows:

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

(b) Each Tract as to which Working Interest Owners owning one hundred percent (100%) of the Working Interest therein have become parties hereto and as to which Royalty Owners owning less than seventy-five percent (75%) of the Royalty Interest therein have become parties hereto and, further, as to which:

(i) All Working Interest Owners in any such Tract have joined in a request for the commitment of such Tract to this agreement, and

(ii) Seventy-five percent (75%) of the combined voting interest of Working Interest Owners in all Tracts meeting the requirements of Section 13 (a) hereof have voted in favor of the commitment of such Tract.

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

(i) The Working Interest Owner operating any such Tract and all of the other Working Interest Owners in such Tract who have become parties hereto have joined in a request for the commitment of such Tract to this agreement and have executed and delivered an indemnity agreement indemnifying and agreeing to hold harmless the other Working Interest Owners in the Unit Area, their successors and assigns, against all claims and demands which may be made by the owners of working interests in such Tract who are not parties hereto and which arise out of the commitment of such Tract to this agreement, and

(ii) Seventy-five percent (75%) of the combined voting interests of Working Interest Owners in all Tracts meeting the requirements of Section 13 (a) and 13 (b) have voted in favor of the commitment of such Tract and acceptance of the indemnity agreement.

For the purpose of this Section 13 (b) and (c), a Working Interest Owner's "voting interest" shall be equal to the ratio (expressed in percent) which its aggregate Unit Participation in all Tracts qualifying under Section 13 (a) and 13 (b) bears to the total Unit Participation of all Working Interest Owners in all Tracts qualifying under Section 13 (a) and 13 (b) as such Unit Participation is determined from the Tract Participations set out in Exhibit "C". Upon the commitment of such a Tract to this agreement, the Unit Participation that would have been attributed to the nonsubscribing owners of the 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 in proportion to their respective Working Interests in the Tract.

SECTION 14. ALLOCATION OF UNITIZED SUBSTANCES: All Unitized Substances produced and saved from the committed Tracts within the Unit Area (less, save and except any part of such Unitized Substances which is used in conformity with good operating practices on the Unit Area for drilling, operating, camp and other production, development and pressure maintenance purposes, or which is unavoidably lost) shall be apportioned among and allocated to the committed Tracts within the Unit Area in accordance with the Tract Participation effective hereunder as such Tract Participation is shown in Exhibit "C" or any revision thereof. 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 hereto entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions, as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal force and effect. No Tract committed to this Agreement and qualified for participation as heretofore provided shall be subsequently excluded from participation hereunder on account of depletion of Unitized Substances from such Tract.

If the Working Interest or the Royalty Interest in any Tract is, on or after the effective date hereof, divided with respect to separate parcels or portions of such Tract and owned severally by different persons, the Tract Participations assigned to such Tract shall, in the absence of a recordable instrument executed by all owners 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.

The Unitized Substances allocated to each Tract shall be delivered in kind to the respective Working Interest Owners and parties entitled thereto by virtue of the ownership of oil and gas rights therein or by purchase from such owners. Each Working Interest Owner and the parties entitled thereto shall have the continuing right to receive such production in kind at a common point within the Unit Area and to sell or dispose of the same as it sees fit. Each such party shall have the right to construct, maintain and operate all necessary facilities for that purpose on the Unit Area, provided the same are so constructed, maintained and operated as not to interfere with operations carried on pursuant hereto or with operations upon or with regard to formations other than the Unitized Formation conducted within the Unit Area. Subject to Section 16, Royalty Settlement, 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 (excepting the State of New Mexico) receiving the same in kind.

If any party fails to take in kind or separately dispose of its proportionate share of Unitized Substances, Unit Operator shall have the right, for the time being and subject to revocation at will by the party owning the share, to purchase for its own account or sell to others such share at not less than the prevailing market price in the area for like production; 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. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the party entitled thereto net of all taxes and any other related costs incurred by Unit Operator.

Any party receiving in kind or separately disposing of all or any part of the Unitized Substances allocated to any Tract or receiving the proceeds therefrom shall be responsible for making payment of all royalty to the parties entitled thereto, and shall indemnify all parties hereto, including

Unit Operator, against any liability for all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances or the proceeds therefrom.

SECTION 15. OIL IN LEASE TANKAGE ON EFFECTIVE DATE: Unit Operator shall make a proper and timely gauge of all lease 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 then been produced legally shall be and remain the property of the Working Interest Owner entitled thereto the same as if the Unit had not been formed; and such Working Interest Owner shall promptly remove said oil from the Unit Area. Any such oil not so removed shall be sold by Unit Operator for the account of such Working Interest Owner, subject to the payment of all royalty to Royalty Owners under the terms and provisions of the Unit Agreement and any applicable lease or leases and other contracts and subject to bearing its pro rata share of all taxes or other related costs incurred by Unit Operator in order to render such oil merchantable. All such oil as is in excess of the prior allowable of the well or wells from which the same was produced shall be regarded and treated the same as Unitized Substances produced after the effective date hereof. If, as of the effective date, hereof, any Tract is overproduced with respect to the allowable of the well or wells on that Tract and the amount of such overproduction has been sold or otherwise disposed of, such overproduction shall be regarded and included as a part of the Unitized Substances produced after the effective date hereof and the amount thereof charged to such Tract as having been delivered to the persons entitled to Unitized Substances allocated to such Tract.

SECTION 16. ROYALTY SETTLEMENT: The State of New Mexico and all Royalty Owners who, under existing contracts, are entitled to take in kind a share of the substances produced from any Tract unitized hereunder, shall hereafter be entitled 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 Interests not taken in kind shall be made by Unit Operator for and on behalf of the Working Interest Owners responsible therefor under existing contracts, laws and regulations, on or before the last day of each month for Unitized Substances produced during the preceding calendar month; provided, however, that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any Royalty due under their leases, except that such Royalty shall be computed in accordance with the terms of this Unit Agreement.

If gas obtained from lands not subject to this Agreement is introduced into the Unitized Formation for use in pressure maintenance, stimulation of production, or increasing ultimate recovery, which shall be in conformity with a plan first approved by the Commissioner and the Division a like amount of gas, less appropriate deductions for loss from any cause may be withdrawn from the formation into which the gas was introduced, royalty free as to dry gas, but not to the products extracted therefrom; provided that such withdrawal shall be pursuant to such conditions and formula as may be prescribed or approved by the Commissioner and Division; provided further, that such right of withdrawal shall terminate on the termination of this agreement. If liquefied petroleum gases obtained from lands or formations not subject to this agreement be injected into the Unitized Formation for the purpose of increasing ultimate recovery, which shall be in conformance with the plan first approved by the Commissioner and Division; part or all of such liquefied petroleum gases may be withdrawn royalty free pursuant to such conditions and formula as may be prescribed or approved by the Commissioner and Division.

Royalty due on account on State lands shall be computed and paid on the basis of all Unitized Substances allocated to such lands.

SECTION 17. RENTAL SETTLEMENT: Rentals or minimum royalties due on leases committed hereto shall be paid by Working Interest Owners

responsible therefor under existing contracts, laws and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for 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, or may be reduced or suspended under order of the Commissioner pursuant to applicable laws and regulations.

SECTION 18. 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 State laws and regulations.

SECTION 19. DRAINAGE: The Unit Operator shall for and on behalf of the Working Interest Owners, take all reasonable and prudent measures to prevent drainage of Unitized Substances from unitized land by wells on land not subject to this agreement.

SECTION 20. 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 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 Commissioner, as to State leases, shall by his approval hereof or by the approval hereof by his duly authorized representative, does hereby establish, alter, change or revoke the drilling, producing, rental minimum royalty and royalty requirements of 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 and every part or separately owned Tract subject to this agreement, regardless of whether there is any development of any particular part or Tract of the Unit Area, notwithstanding anything to the contrary in the 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 secondary recovery or enhanced oil operations performed hereunder upon any Tract of unitized lands shall be accepted and deemed to be performed upon and for the benefit of each and every Tract of unitized land, and no lease shall be deemed to expire by reason of failure to drill or produce wells situated on land therein embraced.

(c) Suspension of drilling or producing operations on all unitized land pursuant to direction or consent of the Supervisor and Commissioner of their duly authorized representatives, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every Tract of unitized lands.

(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 terms of this agreement.

(e) Termination of this agreement shall not affect any lease which, pursuant to the terms thereof or any applicable laws shall continue in force and effect thereafter.

(f) Any lease which is made subject to this agreement shall continue in force beyond the term provided therein as long as such lands and leases remain subject hereto.

(g) 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 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 lessee or the Unit Operator is then engaged in bonafide drilling, reworking, or secondary 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.

SECTION 21. COVENANTS RUN WITH LAND: The covenants herein shall be construed to be covenants running with the land with respect to the interests 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 record instrument of transfer; and no assignment or transfer or 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 of transfer.

SECTION 22. 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 Commissioner and the Division.

If this Agreement does not become effective on or before June 1, 1988, it shall ipso facto expire on said date (hereinafter called "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 Extended Expiration Date, it shall ipso facto expire on Extended Expiration Date and thereafter be of no further force and effect.

Unit Operator shall file for record within thirty (30) days after the Effective Date of this Agreement, in the office of the County Clerk of Chaves County, New Mexico, where a counterpart of this Agreement has become effective according to its terms and stating further the effective date.

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 Commissioner and 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 Chaves 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 provision in the leases unitized under this Agreement, Royalty Owners hereby grant Unit Operator and/or 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 23. APPEARANCES: Unit Operator shall have the right to appear for or on behalf of any and all interests affected hereby before the Commissioner and the Division and to appeal from any order issued under the rules and regulations of the Commissioner or the Division or to apply for relief from any of said rules and regulations or in any proceedings relative to operations before the Commissioner 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 proceedings.

SECTION 24. 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 mail addressed to such party or parties at their respective addresses set forth in connection with the signatures hereto or to the ratification or consent hereof or to such other address as any such party or parties may have furnished in writing to the party sending the notice, demand or statement.

SECTION 25. NO WAIVER OF CERTAIN RIGHTS: Nothing in this agreement contained shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as the validity or invalidity of any law of the State wherein said unitized lands are located, or rules 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, that each party hereto covenants that during the existence of this agreement such party will not resort to any action at law or in equity to partition the Unit Area or the facilities used in the development or operation hereof and to that extent waives the benefits of all laws authorizing such partition.

SECTION 26. UNAVOIDABLE DELAY: All obligations under this agreement requiring the Unit Operator to commence or continue secondary 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 in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

SECTION 27. LOSS OF TITLE: In the event any Tract ceases to have sufficient Working Interest Owners or Royalty Owners committed to this agreement to meet the conditions of Section 13, Tracts Qualified for Unit Participation, because of failure of title of any party hereto, such Tract shall be automatically regarded as not committed to this agreement effective as of 7:00 A.M. on the first day of the calendar month in which the failure of title is finally determined; provided, however, that such Tract shall not be so regarded if said Tract can be requalified for admission under Section 13 within ninety (90) days after the date on which such title failure was finally determined.

If any such Tract cannot be so requalified, Unit Operator shall revise the schedule previously filed with the Commissioner setting forth the Tracts committed hereto, and Unit Operator shall revise Exhibit "C" to show the tracts in the Unit Area that remain committed hereto and the Tract Participation of each of said Tracts, which revised Tract Participation

shall be calculated and determined on the basis that the Tract Participation of each of said Tracts shall remain in the same ratio one to the other. Copies of the revised schedule and exhibit shall be filed with the Commissioner and same shall be effective as of 7:00 A.M. on the first day of the calendar month in which such failure of title is finally determined.

If title to a Working Interest fails, the rights and obligations of Working Interest Owners by reason of such failure shall be governed by the Unit Operating Agreement. If title to a Royalty Interest fails, but the Tract to which it relates remains committed to this agreement, the party whose title failed shall not be entitled to participate hereunder insofar as its participation is based on such lost Royalty Interest.

In the event of a dispute as to the title to any Working Interest or Royalty Interest subject hereto, payment or delivery on account thereof may be withheld without liability or interest until the dispute is finally settled; provided, that as to State land or leases, no payments of funds due the State of New Mexico shall be withheld, but such funds shall be deposited as directed by the Commissioner to be held as unearned money pending final settlement of title dispute, and then applied as earned or returned in accordance with such final settlement.

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

SECTION 28. NONJOINDER AND SUBSEQUENT JOINDER: Joinder by any Royalty Owner, at any time, must be accompanied by appropriate joinder of the corresponding Working Interest Owner in order 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 Commissioner for final

approval may thereafter be committed hereto upon compliance with the applicable provisions of this Section and of Section 13 (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 12, 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 sixty-five percent (65%) of the Unit Participation then in effect, and approved by the Commissioner. 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 land is involved, such joinder must be approved by the Commissioner. 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 Commissioner 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 Commissioner is duly made sixty (60) days after such filing.

SECTION 29. COUNTERPARTS: 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 owning or claiming an interest in the lands within the above described Unit Area.

SECTION 30. JOINDER IN DUAL CAPACITY: Execution as herein provided by any party either as a Working Interest Owner or as a Royalty Owner shall commit all interests that may be owned or controlled by such party.

SECTION 31. 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 taxes on their respective allocated share of said Unitized Substances. No such taxes shall be charged to the State of New Mexico, or to any lessor who had a contract with a lessee which requires his lessee to pay such taxes.

SECTION 32. PERSONAL PROPERTY EXCEPTED: All lease and well equipment, materials and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to the respective Working Interest Owners. The rights and interest therein as among Working Interest Owners are covered by the Unit Operating Agreement.

SECTION 33. NO PARTNERSHIP: The duties, obligations and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

SECTION 34. STATUTORY UNITIZATION. 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 13 of this Agreement shall be revised by substituting for the entire said section the following:

"SECTION 13. 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 22 of this Agreement shall be revised by substituting for the first three paragraphs of said section the following:

"SECTION 22. 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 Commissioner; and the filing by Unit Operator of this Agreement or notice thereof for record in the office of the County Clerk of Chaves 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 owing a combined Unit Participation of at least sixty-five percent (65%) as to all Tracts within the Unit Area.

(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.

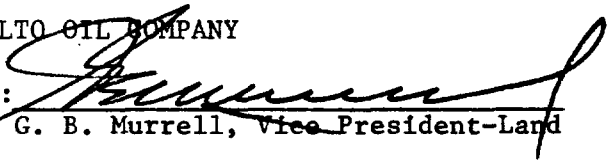
Any and all amendments of this Agreement and/or the Unit Operating Agreement that are necessary to conform said agreements to the Division's order approving statutory unitization shall be deemed to be hereby approved in writing by the parties hereto without any necessity for further approval by said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

SECTION 35. CORRECTION OF ERRORS: It is hereby agreed by all parties to this agreement that Unit Operator is empowered to correct any mathematical or clerical errors which may exist in the pertinent exhibits to this agreement; provided, however, that correction of any error other than mathematical or clerical shall be made by Unit Operator only after first having obtained approval of Working Interest Owners having a combined Unit Participation of fifty percent (50%) or more and the Commissioner.

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

OPERATOR

PELTO OIL COMPANY

By: 
G. B. Murrell, Vice President-Land

Address: One Allen Center
Suite 1800
500 Dallas Street
Houston, Texas 77002

ATTEST:


L. G. Ferszt, Assistant Secretary

Date: August 4, 1987

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 4th day of August, 1987, by G. B. MURRELL, Vice President of PELTO OIL COMPANY, a Delaware corporation, on behalf of said corporation.


Notary Public, State of Texas
LLANA M. DOBBIE
Notary Public in and for the State of Texas
My Commission Expires August 3, 1989

UNIT OPERATOR AND WORKING INTEREST OWNERS

ATTEST:

By: _____

Date: _____

Address: _____

ATTEST:

By: _____

Date: _____

Address: _____

ATTEST:

By: _____

Date: _____

Address: _____

J47/7

EXHIBIT "B"
PART I
Schedule of Ownership
Unit Agreement
Twin Lakes San Andres Unit
Chaves County, New Mexico

TRACT NO. & PARTICIPATION FACTOR IN UNIT	WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
1 .0160189	Citgo State 1	Section 36: SE/4NW/4, T8S-R28E, N.M.P.M.	40.00	K-2803-8	*Pelto Oil Company Trinidad Petroleum Corp. Harbert Energy Corp., Agent Comm. of Public Lands H. Lee Harvard	WI WI WI RI OR	0.51500000 0.20989870 0.27510130	0.45062500 0.17933350 0.23504150
2 .0057700	Citgo State 2 & 6	Section 36: NW/4SE/4, T8S-R28E, N.M.P.M.	40.00	K-2803-7	Pelto Oil Company Comm. of Public Lands *Cities Service Oil Company	WI RI OR	1.00000000 1.00000000	0.79296880 0.12500000 0.08203120
3 .0008767	Citgo State 3	Section 36: SE/4SE/4, T8S-R28E, N.M.P.M.	40.00	K-2803-7	Pelto Oil Company Trinidad Petroleum Corp Harbert Energy Corp., Agent Comm. of Public Lands *Cities Service Oil Company	WI WI WI RI OR	0.75750000 0.10494940 0.13755060	0.58706250 0.08133580 0.10660170
4 .0218646	Citgo State 4, 5, & 7	Section 36: SW/4NE/4; NE/4SE/4, T8S-R28E, N.M.P.M.	80.00	K-2803-7	Pelto Oil Company W. G. Stroecker Marlon Weeks Brenda & Rick Winther Comm. of Public Lands *Cities Service Oil Company	WI WI WI WI RI OR	0.84250000 0.07500000 0.07500000 0.00750000	0.65293750 0.05812500 0.05812500 0.00581250 0.12500000 0.10000000
							<u>1.00000000</u>	<u>1.00000000</u>

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	GROSS		NET
FACTOR IN UNIT							WORKING INTEREST	INTEREST	
5	Citgo A State 1		Section 36: SW/4SE/4, T8S-R28E, N.M.P.M.	40.00	OG-4681-10	Pelto Oil Company Comm. of Public Lands *Cities Service Oil Company Robert L. Haynie Len Mayer George E. Conley	WI RI OR OR OR OR	1.00000000 0.79296880 0.12500000 0.05203120 0.00500000 0.00500000 0.02000000 <u>1.00000000</u>	0.79296880 0.12500000 0.05203120 0.00500000 0.00500000 0.02000000 <u>1.00000000</u>
.0040045									
6	Citgo A State 2		Section 36: SE/4SW/4, T8S-R28E, N.M.P.M.	40.00	OG-4681-11	*Pelto Oil Company Trinidad Petroleum Comm. of Public Lands Robert L. Haynie Len Mayer George E. Conley	WI WI RI OR OR OR	0.50000000 0.50000000 0.42250000 0.12500000 0.00500000 0.00500000 <u>1.00000000</u>	0.42250000 0.42250000 0.12500000 0.00500000 0.00500000 0.02000000 <u>1.00000000</u>
.0122048									
7	Citgo A State 3		Section 36: NE/4SW/4, T8S-R28E, N.M.P.M.	40.00	OG-4681-11	*Pelto Oil Company Trinidad Petroleum Corp. Harbert Energy Corp., Agent Comm. of Public Lands Robert L. Haynie Len Mayer George E. Conley	WI WI WI RI OR OR OR	0.51500000 0.20989870 0.27510130 0.12500000 0.00500000 0.00500000 0.02000000 <u>1.00000000</u>	0.43517500 0.17736440 0.23246060 0.12500000 0.00500000 0.00500000 0.02000000 <u>1.00000000</u>
.0186278									
8	Citgo A State 5		Section 36: NE/4NW/4; T8S-R28E, N.M.P.M.	40.00	OG-4681-11	*Pelto Oil Company Harbert Energy Corp., Agent Comm. of Public Lands Robert L. Haynie Len Mayer George E. Conley H. Lee Harvard	WI WI WI RI OR OR OR OR	0.52500000 0.47500000 0.44362500 0.39137500 0.12500000 0.00500000 0.00500000 0.02000000 <u>0.01000000</u> <u>1.00000000</u>	0.44362500 0.39137500 0.12500000 0.00500000 0.00500000 0.02000000 <u>0.01000000</u> <u>1.00000000</u>
.0144380									

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
9	FACTOR IN UNIT	Citgo A State 6, 7, & 8	Section 36: N/2NE/4; SE/4NE/4, T8S-R28E, N.M.P.M.	120.00	OG-4681-10	Pelto Oil Company W. G. Stroecker	WI	0.84250000	0.65293750
.0476502						Marion Weeks Brenda & Rick Winther Comm. of Public Land *Cities Service Oil Company Robert L. Haynie Len Mayer George E. Conley	WI WI RI OR OR OR OR	0.07500000 0.00750000	0.05812500 0.00581250 0.12500000 0.07000000
10		State Ch 1	Section 36: W/2SW/4 T8S-R28E, N.M.P.M.	80.00	OG-4681-11	*Pelto Oil Company Comm. of Public Lands Cities Service Robert L. Haynie Len Mayer George E. Conley	WI RI OR OR OR OR	1.000000000	0.80531250 0.12500000 0.05468750 0.00250000 0.00250000 0.01000000
.0001050								<u>1.000000000</u>	<u>1.000000000</u>
10A		State Ch 2	Section 36: SW/4NW/4, T8S-R28E, N.M.P.M.	40.00	K-6716-3	*Pelto Oil Company Comm. of Public Lands Cities Service Robert L. Haynie Len Mayer George E. Conley	WI RI OR OR OR OR	1.000000000	0.80531250 0.12500000 0.05468750 0.00250000 0.00250000 0.01000000
.0025428								<u>1.000000000</u>	<u>1.000000000</u>
11		State Ch 3	Section 36: NW/4NW/4, T8S-R28E, N.M.P.M.	40.00	K-2803-8	*Pelto Oil Company W. G. Stroecker Marion Weeks Brenda & Rick Winther Comm. of Public Lands Cities Service Robert L. Haynie Len Mayer George E. Conley	WI WI WI WI RI OR OR OR OR OR	0.84250000 0.07500000 0.07500000 0.00750000	0.67847580 0.06039840 0.06039840 0.00603990 0.12500000 0.05468750 0.00250000 0.00250000 0.01000000
.0030963								<u>1.000000000</u>	<u>1.000000000</u>

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
12	.0005594	O'Brien B #2	Section 2: NE/4NE/4 (Lot 1), T9S-R28E, N.M.P.M.	40.20	4A-4I	Pelto Oil Company Marshall & Winston Moon Co. J. T. Wyman Trust P. W. Parker Trust Francisca Winston Est. Trust F. S. Winston Marital Trust Charles A. Kelly Murray C. McKinnon Trust EM Nominee Pesp Co. Frates Seelgson	WI RI RI RI RI RI RI RI RI RI RI NPRI	1.00000000	0.85937500 0.00585940 0.08203130 0.00292970 0.00292970 0.00585940 0.00292970 0.00146480 0.00146480 0.02343750 0.01171870 1.00000000
13	.0267552	O'Brien C #2, 3, 5, 6 & 7	Section 1: Lots 2, 3, 4; SE/4NW/4; NE/4SW/4; T9S-R28E, N.M.P.M.	200.39	5	Pelto Oil Company Marshall & Winston Moon Co. J. T. Wyman Trust P. W. Parker Trust Francisca Winston Est. Trust F. S. Winston Marital Trust Charles A. Kelly Murray C. McKinnon Trust EM Nominee PTSP Co. Barbara Sweeney Frates Seelgson	WI RI RI RI RI RI RI RI RI RI RI NPRI	1.00000000	0.84765620 0.00390630 0.08203120 0.00195310 0.00195310 0.00390630 0.00195310 0.00195310 0.00097650 0.00097660 0.01562500 0.02734380 0.01171880 1.00000000

August 3, 1987

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST		NET INTEREST		
FACTOR IN UNIT								INTEREST	INTEREST	INTEREST	INTEREST	
14	.0001182	O'Brien E #9	Section 1: SW/4NW/4, T9S-R28E, N.M.P.M.	40.00	5	Pelto Oil Company W. G. Stroecker Marlon Weeks Brenda & Rick Winther Marshall & Winston Moon Co. J. T. Wyman Trust P. W. Parker Trust F. S. Winston Marital Trust	WI WI WI WI RI RI RI RI RI	0.84250000 0.07500000 0.07500000 0.00750000	0.73718750 0.06562500 0.06562500 0.00656250 0.00390630 0.08203120 0.00195310 0.00195310 0.00195310	0.00097650 0.00097660 0.01562500 0.00390630		
								NPRI	<u>1.00000000</u>	<u>0.01171880</u>	<u>1.00000000</u>	
15	.0423152	O'Brien D #2 - #6	Section 12: NE/4, T9S-R28E, N.M.P.M.	160.00	6A-6H	Pelto Oil Company Tenneco W. G. Stroecker Marlon Weeks Brenda & Rick Winther Marshall & Winston Moon Co. J. T. Wyman Trust P. W. Parker Trust Francisca Winston Est. Trust F. S. Winston Marital Trust Charles A. Kelly Murray C. McKinnon Trust Frates Seeligson	WI WI WI WI WI RI RI RI RI RI RI RI RI RI NPRI	0.73718750 0.12500000 0.06562500 0.06562500 0.00656250	0.59238280 0.12500000 0.05273440 0.05273440 0.00527340 0.00781250 0.12304680 0.00390630 0.00390630 0.00390630 0.00781250 0.00390630	0.00195310 0.00195310 0.01757810	<u>1.00000000</u>	<u>1.00000000</u>

TRACT NO. & PARTICIPATION FACTOR IN UNIT	WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS	
							WORKING INTEREST	NET INTEREST
		Charles A. Kelly		RI				0.00146480
		Murray C. McKinnon		RI				0.00073250
		Trust						
		Douglas A. McKinnon		RI				0.00073240
		Trust						
		W. V. Harlow, Jr.		OR				0.03750000
		Aviva Ltd. Ptsp.		OR				0.01061750
		C. H. Kimbro		OR				0.00750000
		J. E. Abram		OR				0.00014780
		Sally Feldman		OR				0.00295610
		Jack W. Fleck		OR				0.00073900
		William J. Harbeck		OR				0.00036950
		Robert T. Jackson		OR				0.00036950
		Jackie H. Johnson		OR				0.00014780
		John G. Leondukats		OR				0.00059120
		Ralph E. Lowenberg		OR				0.00036950
		David L. Peterson		OR				0.00059120
		Charles I. Petschek		OR				0.00118240
		Lee S. Schlessman		OR				0.00036950
		Robert Rex Silverstone		OR				0.00073900
		H. Peter Stern		OR				0.00044340
		John E. Walsh, Jr.		OR				0.00059120
		Donald S. Wood		OR				0.00002460
		Tania C. Whitman		OR				0.00073900
		Trust						
		1029 Plus One		OR				0.00036950
		Investors						
		Mildred Miller		OR				0.00014780
		David E. Wyman, Jr.		OR				0.00036950
		Frates Seeligson		NPRI				0.01171880
							<u>1.000000000</u>	<u>1.000000000</u>

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TRACT NO. & PARTICIPATION FACTOR IN UNIT	WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS		NET	
							WORKING INTEREST	INTEREST	INTEREST	INTEREST
19 .0003464	O'Brien F #7	Section 26: SE/4SE/4, T8S-R28E, N.M.P.M.	40.00	8AL, 8BL-8BS	Pelto Oil Company	WI	0.84250000	0.59896490		
					W. G. Stroecker	WI	0.07500000	0.05332030		
					Marion Weeks	WI	0.07500000	0.05332030		
					Brenda & Rick Winther	WI	0.00750000	0.00533200		
					Marshall & Winston	RI		0.00585940		
					Moon Co.	RI		0.12304690		
					J. T. Wyman Trust	RI		0.00292970		
					P. W. Parker Trust	RI		0.00292970		
					F. S. Winston Marital Trust	RI		0.00292970		
					Charles A. Kelly	RI		0.00146480		
20 .00000000	None	Section 35: NE/SE/4, T8S-R28E, N.M.P.M.	40.00	8AI, 8AL, 8BL-8BS	Murray C. McKinnon Trust	RI		0.00146480		
					Francisca Winston Est. Trust	RI		0.00585940		
					Moon Co.	RI		0.12304690		
					Brenda & Rick Winther	WI	0.00750000	0.00609380		
					Marion Weeks	WI	0.07500000	0.06093750		
					W. G. Stroecker	WI	0.07500000	0.06093750		
					Pelto Oil Company	WI	0.84250000	0.68453120		
					Frates Seeligson	NPRI		0.01757810		
					Tenneco	UNLEASED		0.12500000		
							<u>1.00000000</u>	<u>1.00000000</u>		
					Charles A. Kelly	RI		0.00146480		
					P. W. Parker Trust	RI		0.00292970		
					J. T. Wyman Trust	RI		0.00292970		
					Marshall & Winston	RI		0.00585940		
					Murray C. McKinnon Trust	RI		0.00146480		
					Tenneco	RI		0.02343750		
					Frates Seeligson	NPRI		0.01757810		
							<u>1.00000000</u>	<u>1.00000000</u>		

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
25	0'Brien J #1		Section 30: SE/4SW/4	40.00	10A-	Pelto Oil Company	WI	0.84250000	0.68453120
.0016035			T8S-R29E, N.M.P.M.		10I	W. G. Stroecker	WI	0.07500000	0.06093750
						Marion Weeks	WI	0.07500000	0.06093750
						Brenda & Rick Winther	WI	0.00750000	0.00609380
						Marshall & Winston	RI		0.00585940
						Tenneco	RI		0.02343750
						Moon Co.	RI		0.12304690
						J. T. Wyman Trust	RI		0.00292970
						P. W. Parker Trust	RI		0.00292970
						F. S. Winston Marital Trust	RI		0.00292970
						Charles A. Kelly	RI		0.00146480
						Murray C. McKinnon Trust	RI		0.00146480
						Francisca Winston Est.	RI		0.00585940
						Trust			
						Frates Seelgson	NPRI	<u>1.00000000</u>	<u>0.01757810</u>
									<u>1.00000000</u>
26	0'Brien J #2-		Section 30: SW/4SE/4;	360.00	10A-	Pelto Oil Company	WI	0.73718750	0.59896490
.1231374	#8		Section 31: E/2,		10H	Tenneco	WI	0.12500000	0.12500000
			T8S-R29E, N.M.P.M.			W. G. Stroecker	WI	0.06562500	0.05332030
						Marion Weeks	WI	0.06562500	0.05332030
						Brenda & Rick Winther	WI	0.00656250	0.00533200
						Marshall & Winston	RI		0.00585940
						Moon Co.	RI		0.12304690
						J. T. Wyman Trust	RI		0.00292970
						P. W. Parker Trust	RI		0.00292970
						Francisca Winston Est.	RI		0.00585940
						Trust			
						F. S. Winston Marital Trust	RI		0.00292970
						Charles A. Kelly	RI		0.00146480
						Murray C. McKinnon Trust	RI		0.00146480
						Frates Seelgson	NPRI	<u>1.00000000</u>	<u>0.01757810</u>
									<u>1.00000000</u>

[illegible]

TRACT NO. & PARTICIPATION			WELLS		DESCRIPTION		GROSS ACRES	LEASE NOS.	OWNERS		TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
28		O'Brien DB #1 -			Section 12: N/2SE/4; SE/4SE/4, T9S-R28E, N.M.P.M.		120.00	7A-7H	Pelto Oil Company TXO		WI	0.57921880	0.37517580
.0260934		#3							W. G. Stroecker		WI	0.18750000	0.15234370
									Marlon Weeks		WI	0.05156250	0.03339840
									Brenda & Rick Winther		WI	0.05156250	0.03339840
									Tenneco		WI	0.00515620	0.00333980
									Marshall & Winston		RI	0.12500000	0.12500000
									Moon Co.		RI	0.00781250	0.12304690
									J. T. Wyman Trust		RI	0.00390630	0.00390630
									P. W. Parker Trust		RI	0.00390630	0.00390630
									Francisca Winston Est. Trust		RI	0.00781250	0.00781250
									F. S. Winston Marital Trust		RI	0.00390630	0.00390630
									Charles A. Kelly		RI	0.00195310	0.00195310
									Murray C. McKinnon Trust		RI	0.00195310	0.00195310
									J. M. Huber Corp.		OR	0.07031250	0.07031250
									Columbia Gas		OR	0.03515630	0.03515630
									Frates Seelgson		NPRI	0.01757810	0.01757810
												<u>1.00000000</u>	<u>1.00000000</u>
29		O'Brien L #1 -			Section 5: Lots 3 & 4; S/2NW/4;		636.13	11A-11H	Pelto Oil Company Tenneco		WI	0.78984375	0.64051390
.1503259		#16			Section 6: Lots 1 - 7; S/2NE/4; SE/4NW/4; E/2SW/4, T9S-R29E, N.M.P.M.				W. G. Stroecker		WI	0.06250000	0.06250000
									Marlon Weeks		WI	0.07031250	0.05701900
									Brenda & Rick Winther		WI	0.07031250	0.05701900
									Marshall & Winston		WI	0.00703125	0.00570200
									Moon Co.		RI	0.00390630	0.00390630
									J. T. Wyman Trust		RI	0.10048820	0.10048820
									P. W. Parker Trust		RI	0.00146480	0.00146480
									Charles A. Kelly		RI	0.00146480	0.00146480
									Murray C. McKinnon Trust		RI	0.00097660	0.00097660
									Francisca Winston Est. Trust		RI	0.00097660	0.00097660
									F. S. Winston Marital Trust		RI	0.00292970	0.00292970
									Beatrice P. B. Stone		NPRI	0.00146480	0.00146480
									Grover S. Stone, Jr.		NPRI	0.00520830	0.00520830
												0.00138890	0.00138890

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	GROSS		NET
FACTOR	IN UNIT						TYPE INTEREST	WORKING INTEREST	INTEREST
30 .<1163759	O'Brien FF #1 - #6		Section 5: SW/4; Section 6: SE/4, T9S-R29E, N.M.P.M.	320.00	16A- 16H	Steven L. Stone	NPRI		0.00138890
						Sandra J. Stone	NPRI		0.00138890
						Margaret E. B. Daniels	NPRI		0.00520830
						Dianne E. Daniels	NPRI		0.00138890
						June A. D. Grothe	NPRI		0.00138890
						Charles W. Daniels	NPRI		0.00138890
						John D. Briscoe	NPRI		0.02812500
						Nancy E. Carlock	NPRI		0.00117190
						Victor E. Carlock	NPRI		0.00117190
						Frates Seeligson	NPRI		0.01435550
								<u>1.00000000</u>	<u>1.00000000</u>
						Pelto Oil Company	WI	0.78984375	0.63845700
						Tenneco	WI	0.06250000	0.06250000
						W. G. Stroecker	WI	0.07031250	0.05683590
						Marlon Weeks	WI	0.07031250	0.05683590
						Brenda & Rick Winther	WI	0.00703125	0.00568360
						Marshall & Winston	RI		0.00390630
						Moon Co.	RI		0.10048840
						J. T. Wyman Trust	RI		0.00195310
						P. W. Parker Trust	RI		0.00195310
						Francisca Winston Est. Trust	RI		0.00390630
						F. S. Winston Marital Trust	RI		0.00195310
						Charles A. Kelly	RI		0.00097660
						Murray C. McKinnon Trust	RI		0.00097660
						Beatrice P. B. Stone	NPRI		0.00520830
						Grover S. Stone, Jr.	NPRI		0.00138890
						Steven L. Stone	NPRI		0.00138890
						Sandra J. Stone	NPRI		0.00138890
						Margaret E. B. Daniels	NPRI		0.00520830
						Dianne E. Daniels	NPRI		0.00138890
						June A. D. Grothe	NPRI		0.00138890
						Charles W. Daniels	NPRI		0.01435550
						Frates Seeligson	NPRI		0.02812500
						John D. Briscoe	NPRI		0.00117180
						Nancy E. Carlock	NPRI		0.00117180
						Victor E. Carlock	NPRI		0.00117180
								<u>1.00000000</u>	<u>1.00000000</u>

TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
31	Moonshine 7 #1		Section 7: SE/4 NW/4, T9S-R29E, N.M.P.M.	40.00	21A-- 21I	Pelto Oil Company Sun Moon Co. Francisca Winston Est. Trust Tenneco Murray C. McKinnon Douglas A. McKinnon Marshall & Winston F. S. Winston Marital Trust Charles A. Kelly P. W. Parker Trust J. T. Wyman Trust David I. Miller William O. Dewitt J. T. Howard Donald R. Watts Tenneco Pelto Oil Company Frates Seelgson	WI WI RI RI RI RI RI RI RI RI RI RI OR OR OR OR OR OR NPRI	0.75000000 0.25000000	0.58078120 0.19468750 0.12304680 0.00781250 0.02968750 0.00097660 0.00097660 0.00781250 0.00390630 0.00195310 0.00390630 0.00390630 0.00750000 0.00093750 0.00260410 0.00520830 0.00156250 0.00515640 0.01757800 1.00000000
32	Moonshine 7 #2-		Section 7: Lots 1-4; NE/4NW/4; E/2SW/4; E/2, T9S-R29E, N.M.P.M.	595.69	21A, 21C- 21I	Pelto Oil Company Tenneco Sun Moon Co. Francisca Winston Est. Trust F. S. Winston Marital Trust Charles A. Kelly P. W. Parker Trust J. T. Wyman Trust Marshall & Winston Murray C. McKinnon Trust David I. Miller William O. Dewitt J. T. Howard Donald R. Watts Pelto Oil Company Frates Seelgson	WI WI WI RI RI RI RI RI RI RI RI OR OR OR OR OR OR NPRI	0.68750000 0.12500000 0.18750000	0.53484370 0.12500000 0.14812500 0.12304690 0.00781250 0.00390630 0.00195310 0.00390630 0.00390630 0.00781250 0.00195310 0.00750000 0.00260420 0.00520830 0.00390620 0.01757810 1.00000000
.0897968	#14							1.00000000	1.00000000

Pelto Oil Company	WI	0.6875000	0.53484380
Sun	WI	0.1875000	0.14812500
Tenneco	WI	0.1250000	0.12500000
Moon Co.	RI	0.12304690	0.00195310
Murray C. McKinnon Trust	RI	0.00781250	0.00390620
Francisca Winston Est. Trust	RI	0.00781250	0.00390630
F. S. Winston Marital Trust	RI	0.00781250	0.00195310
Marshall & Winston	RI	0.00195310	0.00390630
Charles A. Kelly	RI	0.00390630	0.00390630
P. W. Parker Trust	RI	0.00390630	0.00390630
J. T. Wyman Trust	RI	0.00390630	0.00390630

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TRACT NO. & PARTICIPATION		WELLS	DESCRIPTION	GROSS ACRES	LEASE NOS.	OWNERS	TYPE INTEREST	GROSS WORKING INTEREST	NET INTEREST
35 O'Brien N #1 & #2Y Section 32: W/2SW/4, T8S-R29E, N.M.P.M.	80.00	13A- 13H	David I. Miller	OR	0.00750000	0.00750000			
			William O. DeWitt	OR	0.00093750	0.00093750			
			J. T. Howard	OR	0.00260420	0.00260420			
			Donald R. Watts	OR	0.00520830	0.00520830			
			Pelto Oil Company	OR	0.00390630	0.00390630			
			Frates Seeligson	NPRI	0.01757800	0.01757800			
			<u>1.00000000</u>		<u>1.00000000</u>				
			Pelto Oil Company	WI	0.73718750	0.59649650			
			Tenneco	WI	0.12500000	0.12500000			
			W. G. Stroecker	WI	0.06562500	0.05310060			
Marlon Weeks	WI	0.06562500	0.05310060						
Brenda & Rick Winther	WI	0.00656250	0.00531010						
Marshall & Winston	RI	0.00781260	0.00781260						
Moon Co.	RI	0.12304680	0.12304680						
J. T. Wyman Trust	RI	0.00292970	0.00292970						
J. W. Parker Trust	RI	0.00292970	0.00292970						
Francisca Winston Est. Trust	RI	0.00585940	0.00585940						
F. S. Winston Marital Trust	RI	0.00292970	0.00292970						
Charles A. Kelly	RI	0.00195310	0.00195310						
Murray C. McKinnon Trust	RI	0.00195310	0.00195310						
Frates Seeligson	NPRI	0.01757810	0.01757810						
<u>1.00000000</u>		<u>1.00000000</u>							

TWELVE (12) STATE TRACTS TOTALING 640 ACRES OR 13.16% OF UNIT AREA

TWENTY FIVE (25) PATENTED LEASES TOTALING 4,223.82 ACRES OR 86.84% OF UNIT AREA

SUMMARY

	ACRES	PERCENTAGE
STATE LEASES	640.00	13.16%
PATENTED LEASES	4,223.82	86.84%
	4,863.82	100.00%

August 3, 1987

EXHIBIT "B"
Part II
Schedule of Leases
Unit Agreement
Twin Lakes San Andres Unit
Chaves County, New Mexico

LEASE NO.	LESSOR	LESSEE	EFFECTIVE DATE	TRACT NO.
K-2803-7 (Pelto No. 1)	State of New Mexico	Cities Service Company	10/16/62	2, 3, 4
K-2803-8 (Pelto No. 1)	State of New Mexico	Original Lessee: Cities Service Oil Company Current Lessee of Record: Pelto Oil Company	10/16/62	1, 11
OG-4681-10 (Pelto No. 2)	State of New Mexico	Cities Service Oil Company	10/21/58	5, 9
OG-4681-11 (Pelto No. 2)	State of New Mexico	Original Lessee: Vincent Cuccia Current Lessee of Record: Pelto Oil Company	10/21/58	6, 7, 8, 10
K-6716-3 (Pelto No. 3)	State of New Mexico	Original Lessee: Cities Service Company Current Lessee of Record: Pelto Oil Company	02/21/67	10A

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
4A	W. B. O'Brien, et al	Twinlakes Oil Company	132,150	12
4B	James T. Wyman, Trustee	Stevens Oil Company	159,191	12
4C	Marshall & Winston, Inc.	Stevens Oil Company	159,195	12
4D	Francisca S. Winston Trust	Stevens Oil Company	159,187	12
4E	Frederick S. Winston Trust	Stevens Oil Company	159,189	12
4F	Pauline W. Parker Trust	Stevens Oil Company	159,193	12
4G	Charles S. Kelly	Stevens Oil Company	159,197	12
4H	U. V. Industries, Inc.	Stevens Oil Company	159,199	12
4I	Douglas D. McKinnon	Stevens Oil Company	163,748	12
5	C. L. O'Brien, et al	Magnolia Petroleum Company	30,102	13, 14, 16
6A	Moon Company	Stevens Oil Company	186,776	15
6B	Francisca S. Winston Trust	Sam D. Gardiner	189,906	15
6C	James T. Wyman Trustee	Sam D. Gardiner	189,940	15
6D	Charles S. Kelly	Sam D. Gardiner	189,856	15
6E	Pauline W. Parker Trust	Sam D. Gardiner	189,956	15
6F	Marshall & Winston, Inc.	Sam D. Gardiner	189,836	15
6G	Douglas D. McKinnon Estate	Sam D. Gardiner	189,882	15

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LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
6H	Frederick S. Winston Trust	Sam D. Gardiner	189,908	15
7A	J. G. O'Brien, et al	J. M. Huber Corporation	149,739	28
7B	Francisca S. Winston Trust	Sam D. Gardiner	192,133	28
7C	Frederick S. Winston Trust	Sam D. Gardiner	192,179	28
7D	Charles S. Kelly	Sam D. Gardiner	192,139	28
7E	Pauline W. Parker	Sam D. Gardiner	192,169	28
7F	James T. Wyman, Trustee	Sam D. Gardiner	192,159	28
7G	Marshall & Winston, Inc.	Sam D. Gardiner	192,117	28
7H	Douglas D. McKinnon Estate	Sam D. Gardiner	192,125	28
8AA	W. B. O'Brien, et al	Stevens Oil Company	168,813	18, 21, 22
8AB	Francisca S. Winston Trust	Stevens Oil Company	167,921	18, 21, 22
8AC	Frederick S. Winston Trust	Stevens Oil Company	167,919	18, 21, 22
8AD	Charles S. Kelly	Stevens Oil Company	167,915	18, 21, 22
8AE	Pauline W. Parker Trust	Stevens Oil Company	167,913	18, 21, 22
8AF	James T. Wyman, Trustee	Stevens Oil Company	167,917	18, 21, 22

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LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
8AG	Marshall & Winston, Inc.	Stevens Oil Company	168,833	18, 21, 22
8AH	Douglas D. McKinnon Estate	Stevens Oil Company	177,289	18, 21, 22
8AI	U. V. Industries, Inc.	Stevens Oil Company	167,925	20, 21
8AK	U. V. Industries, Inc.	Stevens Oil Company	167,923	22
8AL	Moon Company	Stevens Oil Company	242,629	18A, 19, 20, 23
8AM	Francisca S. Winston Trust	Stevens Oil Company	245,1019	23
8AN	Frederick S. Winston Trust	Stevens Oil Company	245,1001	23
8AO	Charles A. Kelly	Stevens Oil Company	245,923	23
8AP	Pauline W. Parker	Stevens Oil Company	245,983	23
8AQ	James T. Wyman, Trustee	Stevens Oil Company	245,1021	23
8AR	Marshall & Winston, Inc.	Stevens Oil Company	245, 941	23
8AS	Murray C. McKinnon, Trustee	Stevens Oil Company	250,904	23
8AT	Douglas A. McKinnon Trust	Stevens Oil Company	250,906	23
8BK	Tenneco Oil Company	Stevens Oil Company	265,390	23
8BL	Marshall & Winston, Inc.	Pelto Oil Company	309,103	18A, 19, 20
8BM	Douglas A. McKinnon Trust	Pelto Oil Company	310,492	18A, 19, 20
8BN	Murray C. McKinnon Trust	Pelto Oil Company	310,494	18A, 19, 20
8BO	Charles A. Kelley et ux	Pelto Oil Company	310,496	18A, 19, 20
8BP	Francisca S. Winston Trust	Pelto Oil Company	310,486	18A, 19, 20

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
8BQ	Frederick S. Winston Trust	Pelto Oil Company	310,488	18A, 19, 20
8BR	James T. Wyman, Trustee	Pelto Oil Company	310,490	18A, 19, 20
8BS	Pauline W. Parker Trust	Pelto Oil Company		18A, 19, 20
9A	W. B. O'Brien, et al	Stevens Oil Company	176,40	24
9B	Francisca A. Winston Trust	Stevens Oil Company	176,531	24
9C	Frederick S. Winston Trust	Stevens Oil Company	176,533	24
9D	Charles S. Kelly	Stevens Oil Company	176,535	24
9E	Pauline W. Parker Trust	Stevens Oil Company	176,529	24
9F	James T. Wyman, Trustee	Stevens Oil Company	176,537	24
9G	Marshall & Winston, Inc.	Stevens Oil Company	178,628	24
9H	Douglas D. McKinnon Estate	Stevens Oil Company	176,539	24
9I	U. V. Industries, Inc.	Stevens Oil Company	176,545	24
9J	U. V. Industries, Inc.	Stevens Oil Company	176,543	24
10A	W. B. O'Brien, et al	Stevens Oil Company	176,42	25, 26
10B	Francisca S. Winston Trust	Stevens Oil Company	177,329	25, 26, 27
10C	Frederick S. Winston Trust	Stevens Oil Company	177,331	25, 26, 27
10D	Charles S. Kelly	Stevens Oil Company	177,327	25, 26, 27
10E	Pauline W. Parker Trust	Stevens Oil Company	177,333	25, 26, 27

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
10F	James T. Wyman, Trustee	Stevens Oil Company	177,339	25, 26, 27
10G	Marshall & Winston, Inc.	Stevens Oil Company	177,337	25, 26, 27
10H	Douglas D. McKinnon Estate	Stevens Oil Company	177,335	25, 26, 27
10I	U. V. Industries, Inc.	Stevens Oil Company	176,547	25, 27
10J	J. G. O'Brien, et al	J. M. Huber Corporation	149,737	27
11A	W. B. O'Brien, et al	Stevens Oil Company	180,529	29
11B	Francisca W. Winston Trust	Stevens Oil Company	182,438	29
11C	Frederick S. Winston Trust	Stevens Oil Company	182,1023	29
11D	Pauline W. Parker Trust	Stevens Oil Company	182,447	29
11E	James T. Wyman, Trustee	Stevens Oil Company	182,1021	29
11F	Charles S. Kelly	Sam D. Gardiner	191,455	29
11G	Marshall & Winston, Inc.	Sam D. Gardiner	185,257	29
11H	Douglas D. McKinnon Estate	Sam D. Gardiner	185,335	29
13A	Moon Company	Stevens Oil Company	240,423	35
13B	Francisca S. Winston Trust	Stevens Oil Company	182,442	35
13C	Frederick S. Winston Trust	Stevens Oil Company	182,1025	35
13D	Charles S. Kelly	Sam D. Gardiner	191,463	35
13E	Pauline W. Parker Trust	Stevens Oil Company	182,449	35

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
13F	James T. Wyman, Trustee	Stevens Oil Company	182,1017	35
13G	Marshall & Winston, Inc.	Sam D. Gardiner	185,281	35
13H	Douglas D. McKinnon Estate	Sam D. Gardiner	185,327	35
16A	Moon Company	Stevens Oil Company	194,396	30
16B	Francisca S. Winston Trust	Sam D. Gardiner	185,429	30
16C	Frederick S. Winston Trust	Sam D. Gardiner	185,403	30
16D	Charles S. Kelly	Sam D. Gardiner	191,467	30
16E	Pauline W. Parker Trust	Sam D. Gardiner	185,453	30
16F	James T. Wyman, Trustee	Sam D. Gardiner	185,289	30
16G	Marshall & Winston, Inc.	Sam D. Gardiner	185,263	30
16H	Douglas D. McKinnon Estate	Sam D. Gardiner	185,337	30
17A	Moon Company	Stevens Oil Company	194,402	33
17B	Francisca S. Winston Trust	Sam D. Gardiner	192,906	33
17C	Frederick S. Winston Trust	Sam D. Gardiner	192,908	33
17D	Pauline W. Parker Trust	Sam D. Gardiner	192,898	33
17E	James T. Wyman, Trustee	Sam D. Gardiner	192,918	33
17F	Marshall & Winston, Inc.	Sam D. Gardiner	192,886	33
17G	Douglas D. McKinnon Estate	Sam D. Gardiner	192,890	33

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
17H	Charles A. Kelly, et al	Stevens Oil Company	261,530	33
21A	Moon Company	Santa Rita Exploration Co.	190,1026	31, 32, 34
21B	Tenneco Oil Company	Santa Rita Exploration Co.	206,441	31
21C	Marshall & Winston, Inc.	Sam D. Gardiner	192,115	31, 32
21D	Frederick S. Winston Trust	Sam D. Gardiner	192,181	31, 32
21E	Charles S. Kelly	Sam D. Gardiner	192,141	31, 32
21F	Douglas D. McKinnon Estate	Sam D. Gardiner	192,123	31, 32
21G	Francisca S. Winston Trust	Sam D. Gardiner	192,135	31, 32
21H	James T. Wyman, Trustee	Sam D. Gardiner	192,153	31, 32
21I	Pauline W. Parker Trust	Sam D. Gardiner	192,167	31, 32
21J	Frederick S. Winston Trust	Sam D. Gardiner	192,177	34
21K	Charles S. Kelly	Sam D. Gardiner	192,145	34
21L	Douglas D. McKinnon Estate	Sam D. Gardiner	192,127	34
21M	Francisca S. Winston Trust	Sam D. Gardiner	192,149	34
21N	James T. Wyman, Trustee	Sam D. Gardiner	192,161	34
21O	Pauline W. Parker Trust	Sam D. Gardiner	192,165	34
21P	Marshall & Winston, Inc.	Sam D. Gardiner	192,113	34

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	TRACT NOS.
22A	Moon Company	W. V. Harlow, Jr.	151,785	17
22B	Marshall & Winston, Inc.	NRM Petroleum Corp.	169,353	17
22C	Pauline W. Parker Trust	NRM Petroleum Corp.	169,356	17
22D	Francisca S. Winston Trust	NRM Petroleum Corp.	169,358	17
22E	James T. Wyman, Trustee	NRM Petroleum Corp.	169,361	17
22F	Frederick S. Winston Trust	NRM Petroleum Corp.	169,364	17
22G	Charles S. Kelly	NRM Petroleum Corp.	172,323	17
22H	EM Nominee Partnership Company	NRM Petroleum Corp.	172,342	17
22I	Murray C. McKinnon Trust	NRM Petroleum Corp.	180,358	17

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SCHEDULE OF LEASES

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	DESCRIPTION
8AI	U.V. Industries	Stevens Oil Company	167,925	<u>INSIDE UNIT - TRACTS 20 & 21</u> <u>E/2SE/4 Section 35, T8S-R28E, N.M.P.M.</u> <u>OUTSIDE UNIT</u> <u>W/2SE/4 Section 35, T8S-R28E, N.M.P.M.</u> Limited in depth from the surface of the ground to the base of the San Andres Formation.
8BK	Tenneco Oil Company	Stevens Oil Company	265,390	<u>INSIDE UNIT - TRACT 23</u> <u>SE/4NW/4 Section 25, T8S-R28E, N.M.P.M.</u> Limited in depth from the surface of the ground to the base of the San Andres Formation.
9I	U.V. Industries	Stevens Oil Company	176,545	<u>INSIDE UNIT - TRACT 24</u> <u>Lots 3 & 4, E/2SW/4 Section 31,</u> <u>T8S-R29E, N.M.P.M.</u> Limited in depth from the surface of the ground to the base of the San Andres Formation.
9J	U.V. Industries	Stevens Oil Company	176,543	<u>INSIDE UNIT - TRACT 24</u> <u>Lots 1 & 2, E/2NW/4 Section 31,</u> <u>T8S-R29E, N.M.P.M.</u> Limited in depth from the surface of the ground to the base of the San Andres Formation.
10I	U.V. Industries	Stevens Oil Company	176,547	<u>INSIDE UNIT - TRACTS 25 & 27</u> <u>Lots 3 & 4, E/2SW/4 Section 30,</u> <u>T8S-R29E, N.M.P.M.</u> Limited in depth from the surface of the ground to the base of the San Andres Formation.

SCHEDULE OF LEASES

LEASE NO.	LESSOR	LESSEE	BOOK, PAGE	DESCRIPTION
21B	Tenneco Oil Company	Selco, Inc.	206,441	<u>INSIDE UNIT - TRACT 31</u> <u>SE/4NW/4 Section 7, T9S-R29E, N.M.P.M.</u> Limited in depth from the surface of the ground to 2885' subsurface.

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EXHIBIT "C"
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TRACT & UNIT PARTICIPATION - TRACT BASIS
UNIT AGREEMENT

TRACT #	LEASE/WEILLS	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOPD/WELL CUTDIF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
TRACT 1	CITGO STATE 1	POC	WI	0.51500000	0.45062500	0.0160189	0.0082497	0.0072185
		TRINIDAD PETROLEUM CORP	WI	0.20989870	0.17933350	0.0160189	0.0033623	0.0028727
		HARBERT ENERGY CORP, AGENT	WI	0.27510130	0.23504150	0.0160189	0.0044068	0.0037651
		COMM. OF PUBLIC LANDS	RI		0.12500000	0.0160189	0.0000000	0.0020024
		H LEE HARVARD (BORN BY TRINIDAD & HARBERT ONLY)	OR		0.01000000	0.0160189	0.0000000	0.0001602
2	CITGO STATE 2 & 6			1.00000000	1.00000000		0.0160189	0.0160189
		POC	WI	1.00000000	0.79296880	0.0057700	0.0057700	0.0045754
		COMM. OF PUBLIC LANDS CITIES SERVICE	RI OR		0.12500000 0.08203120	0.0057700 0.0057700	0.0000000 0.0000000	0.0007213 0.0004733
3	CITGO STATE 3			1.00000000	1.00000000		0.0057700	0.0057700
		POC	WI	0.75750000	0.58706250	0.0008767	0.0006641	0.0005147
		TRINIDAD PETROLEUM CORP HARBERT ENERGY CORP, AGENT COMM. OF PUBLIC LANDS CITIES SERVICE	WI WI WI RI OR	0.10494940 0.13755060	0.08133580 0.10660170 0.12500000 0.10000000	0.0008767 0.0008767 0.0008767 0.0008767	0.0000920 0.0001206 0.0000000 0.0000000	0.0000713 0.0000935 0.0001096 0.0000877
4	CITGO STATE 4,5,7			1.00000000	1.00000000		0.0008767	0.0008767
		POC	WI	0.84250000	0.65293750	0.0218646	0.0184209	0.0142762
		W G STROECKER MARION WEEKS B & R WINTHER COMM. OF PUBLIC LANDS CITIES SERVICE	WI WI WI RI OR	0.07500000 0.07500000 0.00750000	0.05812500 0.05812500 0.00581250 0.12500000 0.10000000	0.0218646 0.0218646 0.0218646 0.0218646 0.0218646	0.0016398 0.0016398 0.0001640 0.0000000 0.0000000	0.0012709 0.0012709 0.0001271 0.0027331 0.0021865
5	CITGO A STATE 1			1.00000000	1.00000000		0.0218646	0.0218646
		POC	WI	1.00000000	0.79296880	0.0040045	0.0040045	0.0031754
		COMM. OF PUBLIC LANDS CITIES SERVICE ROBERT L HAYNIE LEN MAYER GEORGE E CONLEY	RI OR OR OR OR		0.12500000 0.05203120 0.00500000 0.00500000 0.02000000	0.0040045 0.0040045 0.0040045 0.0040045 0.0040045	0.0000000 0.0000000 0.0000000 0.0000000 0.0000000	0.0005006 0.0002084 0.0000200 0.0000200 0.0000801
6	CITGO A STATE 2			0.50000000	0.42250000	0.0122048	0.0061024	0.0051565
		POC	WI	0.50000000	0.42250000	0.0122048	0.0061024	0.0051565
		TRINIDAD PETROLEUM CORP COMM. OF PUBLIC LANDS ROBERT L HAYNIE LEN MAYER GEORGE E CONLEY	WI RI OR OR OR		0.12500000 0.00500000 0.00500000 0.02000000	0.0122048 0.0122048 0.0122048 0.0122048	0.0000000 0.0000000 0.0000000 0.0000000	0.0015256 0.0000610 0.0000610 0.0002441

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UNIT AGREEMENT

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TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 PARTICIPATION BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
7	CITGO A STATE 3	POC	WI	0.43500000	0.43517500	0.0186278	0.0095933	0.0081064
		TRINIDAD PETROLEUM CORP	WI	0.51500000	0.17736440	0.0186278	0.0039100	0.0033039
		HARBERT ENERGY CORP, AGENT	WI	0.20989870	0.23246060	0.0186278	0.0051245	0.0043302
		COMM. OF PUBLIC LANDS	RI	0.27510130	0.12500000	0.0186278	0.0000000	0.0023285
		ROBERT L HAYNIE	DR	0.00500000	0.00500000	0.0186278	0.0000000	0.0000931
		LEN MAYER	DR	0.00500000	0.00500000	0.0186278	0.0000000	0.0000931
		GEORGE E CONLEY	DR	0.02000000	0.02000000	0.0186278	0.0000000	0.0003726
				1.00000000	1.00000000	0.0186278	0.0000000	0.0186278
8	CITGO A STATE 5	POC	WI	0.52500000	0.44362500	0.0144380	0.0075800	0.0064051
		HARBERT ENERGY CORP, AGENT	WI	0.47500000	0.39137500	0.0144380	0.0068580	0.0056507
		COMM. OF PUBLIC LANDS	RI		0.12500000	0.0144380	0.0000000	0.0018048
		ROBERT L HAYNIE	DR		0.00500000	0.0144380	0.0000000	0.0000722
		LEN MAYER	DR		0.00500000	0.0144380	0.0000000	0.0000722
		GEORGE E CONLEY	DR		0.02000000	0.0144380	0.0000000	0.0002888
		H LEE HARVARD	DR		0.01000000	0.0144380	0.0000000	0.0001444
				1.00000000	1.00000000	0.0144380	0.0000000	0.0144380
9	CITGO A STATE 6,7,8	POC	WI	0.84250000	0.65293750	0.0476502	0.0401453	0.0311126
		W G STROECKER	WI	0.07500000	0.05812500	0.0476502	0.0035738	0.0027697
		MARION WEEKS	WI	0.07500000	0.05812500	0.0476502	0.0035738	0.0027697
		B & R WINTHER	WI	0.00750000	0.00581250	0.0476502	0.0003574	0.0002770
		COMM. OF PUBLIC LANDS	RI		0.12500000	0.0476502	0.0000000	0.0009563
		CITIES SERVICE	DR		0.07000000	0.0476502	0.0000000	0.0033355
		ROBERT L HAYNIE	DR		0.00500000	0.0476502	0.0000000	0.0002383
		LEN MAYER	DR		0.00500000	0.0476502	0.0000000	0.0002383
		GEORGE E CONLEY	DR		0.02000000	0.0476502	0.0000000	0.0009530
				1.00000000	1.00000000	0.0476502	0.0000000	0.0476502
10	STATE CH 1	POC	WI	1.00000000	0.80531250	0.0001050	0.0001050	0.0000846
		COMM. OF PUBLIC LANDS	RI		0.12500000	0.0001050	0.0000000	0.0000131
		CITIES SERVICE	DR		0.05468750	0.0001050	0.0000000	0.0000057
		ROBERT L HAYNIE	DR		0.00250000	0.0001050	0.0000000	0.0000003
		LEN MAYER	DR		0.00250000	0.0001050	0.0000000	0.0000003
		GEORGE E CONLEY	DR		0.01000000	0.0001050	0.0000000	0.0000011
				1.00000000	1.00000000	0.0001050	0.0000000	0.0001050
10A	STATE CH 2	POC	WI	1.00000000	0.80531250	0.0025428	0.0025428	0.0020477
		COMM. OF PUBLIC LANDS	RI		0.12500000	0.0025428	0.0000000	0.0003179
		CITIES SERVICE	DR		0.05468750	0.0025428	0.0000000	0.0001391
		ROBERT L HAYNIE	DR		0.00250000	0.0025428	0.0000000	0.0000064
		LEN MAYER	DR		0.00250000	0.0025428	0.0000000	0.0000064
		GEORGE E CONLEY	DR		0.01000000	0.0025428	0.0000000	0.0000254
				1.00000000	1.00000000	0.0025428	0.0000000	0.0025428

EXHIBIT "C"
PART I
TRACT & UNIT PARTICIPATION -- TRACT BASIS
UNIT AGREEMENT

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UNIT AGREEMENT									
TRACT #	LEASE/WELLS STATE CH	OWNER	TYPE	GROSS	NET INTEREST	TRACT PARTICIPATION 1 BOPOD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)	
11	POC W G STROECKER MARION WEEKS B & R WINTHER COMM. OF PUBLIC LANDS CITIES SERVICE ROBERT L HAYNIE LEN MAYER GEORGE E CONLEY	WI	0.84250000	0.67847580	0.0030963	0.0026086	0.0021008		
		WI	0.07500000	0.06039840	0.0030963	0.0002322	0.0001870		
		WI	0.07500000	0.06039840	0.0030963	0.0002322	0.0001870		
		WI	0.00750000	0.00603990	0.0030963	0.0000232	0.0000187		
		RI	0.12500000	0.01250000	0.0030963	0.0000000	0.0003870		
		OR	0.05468750	0.0030963	0.0000000	0.0001693			
		OR	0.00250000	0.0030963	0.0000000	0.0000077			
		OR	0.00250000	0.0030963	0.0000000	0.0000077			
		OR	0.01000000	0.0030963	0.0000000	0.0000310			
		12	POC MARSHALL & WINSTON MOON CO. J T WYMAN TRUST P W PARKER TRUST FRANCISCA WINSTON EST TRUST F S WINSTON MARITAL TRUST CHARLES A KELLY MURRAY C MCKINNON TRUST EM NOMINEE PTSP CO FRATES SEELIGSON	WI	1.00000000	0.85937500	0.0005594	0.0005594	0.0004807
				RI	0.00585940	0.0005594	0.0000000	0.0000033	
RI	0.08203130			0.0005594	0.0000000	0.0000459			
RI	0.00292970			0.0005594	0.0000000	0.0000016			
RI	0.00292970			0.0005594	0.0000000	0.0000016			
RI	0.00585940			0.0005594	0.0000000	0.0000033			
RI	0.00292970			0.0005594	0.0000000	0.0000016			
RI	0.00146480			0.0005594	0.0000000	0.0000008			
RI	0.00146480			0.0005594	0.0000000	0.0000008			
RI	0.02343750			0.0005594	0.0000000	0.0000131			
NPRI	0.01171870			0.0005594	0.0000000	0.0000066			
13	POC MARSHALL & WINSTON MOON CO. J T WYMAN TRUST P W PARKER TRUST FRANCISCA WINSTON EST TRUST F S WINSTON MARITAL TRUST CHARLES A KELLY MURRAY C MCKINNON TRUST EM NOMINEE PTSP CO BARBARA SWEENEY FRATES SEELIGSON	WI	1.00000000	0.84765620	0.0267552	0.0267552	0.0226792		
		RI	0.00390630	0.0267552	0.0000000	0.0001045			
		RI	0.08203120	0.0267552	0.0000000	0.0021948			
		RI	0.00195310	0.0267552	0.0000000	0.0000523			
		RI	0.00195310	0.0267552	0.0000000	0.0000523			
		RI	0.00390630	0.0267552	0.0000000	0.0001045			
		RI	0.00195310	0.0267552	0.0000000	0.0000523			
		RI	0.00097650	0.0267552	0.0000000	0.0000261			
		RI	0.00097660	0.0267552	0.0000000	0.0000261			
		RI	0.01562500	0.0267552	0.0000000	0.0004181			
		OR	0.02734380	0.0267552	0.0000000	0.0007316			
NPRI	0.01171880	0.0267552	0.0000000	0.0003135					

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EXHIBIT "C"
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TRACT & UNIT PARTICIPATION - TRACT BASIS
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UNIT MOVEMENT									
TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS	NET	TRACT	UNIT	UNIT	
14	O'BRIEN E #9			WI	INTEREST	1 BOPD/WELL	(EXPENSE)	(REVENUE)	
		POC	WI	0.84250000	0.73718750	0.0001182	0.0000996	0.0000871	
		W G STROECKER	WI	0.07500000	0.06562500	0.0001182	0.0000089	0.0000078	
		MARION WEEKS	WI	0.07500000	0.06562500	0.0001182	0.0000089	0.0000078	
		B & R WINTHER	WI	0.00750000	0.00656250	0.0001182	0.0000009	0.0000008	
		MARSHALL & WINSTON	RI		0.00390630	0.0001182	0.0000000	0.0000005	
		MOON CO.	RI		0.08203120	0.0001182	0.0000000	0.0000097	
		J T WYMAN TRUST	RI		0.00195310	0.0001182	0.0000000	0.0000002	
		P W PARKER TRUST	RI		0.00195310	0.0001182	0.0000000	0.0000002	
		F S WINSTON MARITAL TRUST	RI		0.00195310	0.0001182	0.0000000	0.0000002	
		CHARLES A KELLY	RI		0.00097650	0.0001182	0.0000000	0.0000001	
		MURRAY C MCKINNON TRUST	RI		0.00097660	0.0001182	0.0000000	0.0000001	
		EM NOMINEE PTSP CO	RI		0.01562500	0.0001182	0.0000000	0.0000018	
		FRANCISCA WINSTON EST TRUST	RI		0.00390630	0.0001182	0.0000000	0.0000005	
		FRATES SEELIGSON	NPRI		0.01171880	0.0001182	0.0000000	0.0000014	
				1.00000000	1.00000000		0.0001182	0.0001182	
15	O'BRIEN D #2 - #6	POC	WI	0.73718750	0.59238280	0.0423152	0.0311942	0.0250668	
		TENNECO	WI	0.12500000	0.12500000	0.0423152	0.0052894	0.0052894	
		W G STROECKER	WI	0.06562500	0.05273440	0.0423152	0.0027769	0.0022315	
		MARION WEEKS	WI	0.06562500	0.05273440	0.0423152	0.0027769	0.0022315	
		B & R WINTHER	WI	0.00656250	0.00527340	0.0423152	0.0002777	0.0002231	
		MARSHALL & WINSTON	RI		0.00781250	0.0423152	0.0000000	0.0003306	
		MOON CO.	RI		0.12304680	0.0423152	0.0000000	0.0052067	
		J T WYMAN TRUST	RI		0.00390630	0.0423152	0.0000000	0.0001653	
		P W PARKER TRUST	RI		0.00390630	0.0423152	0.0000000	0.0001653	
		FRANCISCA WINSTON EST TRUST	RI		0.00781250	0.0423152	0.0000000	0.0003306	
		F S WINSTON MARITAL TRUST	RI		0.00390630	0.0423152	0.0000000	0.0001653	
		CHARLES A KELLY	RI		0.00195310	0.0423152	0.0000000	0.0000826	
		MURRAY C MCKINNON TRUST	RI		0.00195310	0.0423152	0.0000000	0.0000826	
		FRATES SEELIGSON	NPRI		0.01757810	0.0423152	0.0000000	0.0007438	
				1.00000000	1.00000000		0.0423152	0.0423152	
16	O'BRIEN E #1 - #8	POC	WI	0.84250000	0.73718750	0.0217479	0.0183226	0.0160323	
		W G STROECKER	WI	0.07500000	0.06562500	0.0217479	0.0016311	0.0014272	
		MARION WEEKS	WI	0.07500000	0.06562500	0.0217479	0.0016311	0.0014272	
		B & R WINTHER	WI	0.00750000	0.00656250	0.0217479	0.0001631	0.0001427	
		MARSHALL & WINSTON	RI		0.00390630	0.0217479	0.0000000	0.0000850	
		MOON CO.	RI		0.08203120	0.0217479	0.0000000	0.0017840	
		J T WYMAN TRUST	RI		0.00195310	0.0217479	0.0000000	0.0000425	
		P W PARKER TRUST	RI		0.00195310	0.0217479	0.0000000	0.0000425	
		F S WINSTON MARITAL TRUST	RI		0.00195310	0.0217479	0.0000000	0.0000425	
		CHARLES A KELLY	RI		0.00097650	0.0217479	0.0000000	0.0000212	
		MURRAY C MCKINNON TRUST	RI		0.00097660	0.0217479	0.0000000	0.0000212	
		EM NOMINEE PTSP CO	RI		0.01562500	0.0217479	0.0000000	0.0003398	
		FRANCISCA WINSTON EST TRUST	RI		0.00390630	0.0217479	0.0000000	0.0000850	
		FRATES SEELIGSON	NPRI		0.01171880	0.0217479	0.0000000	0.0002549	
				1.00000000	1.00000000		0.0217479	0.0217479	

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EXHIBIT "C"
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TRACT & UNIT PARTICIPATION - TRACT BASIS
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TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
20		POC	WI	0.84250000	0.68453120	0.00000000	0.00000000	0.00000000
		W G STROECKER	WI	0.07500000	0.06093750	0.00000000	0.00000000	0.00000000
		MARION WEEKS	WI	0.07500000	0.06093750	0.00000000	0.00000000	0.00000000
		B & R WINTHER	WI	0.00750000	0.00609380	0.00000000	0.00000000	0.00000000
		MOON CO.	RI		0.12304690	0.00000000	0.00000000	0.00000000
		TENNECO (UV INDUSTRIES)	RI		0.02343750	0.00000000	0.00000000	0.00000000
		FRATES SEELIGSON	NPRI		0.01757810	0.00000000	0.00000000	0.00000000
		FRANCISCA WINSTON EST TRUST	RI		0.00585940	0.00000000	0.00000000	0.00000000
		F S WINSTON MARITAL TRUST	RI		0.00292970	0.00000000	0.00000000	0.00000000
		CHARLES A KELLY	RI		0.00146480	0.00000000	0.00000000	0.00000000
21	O'BRIEN F #5	P W PARKER TRUST	RI		0.00292970	0.00000000	0.00000000	0.00000000
		J T WYMAN TRUST	RI		0.00292970	0.00000000	0.00000000	0.00000000
		MARSHALL & WINSTON	RI		0.00585940	0.00000000	0.00000000	0.00000000
		MURRAY C MCKINNON TRUST	RI	1.00000000	0.00146480	0.00000000	0.00000000	0.00000000
		POC	WI	0.84250000	0.71217570	0.0014065	0.0011850	0.0010017
		W G STROECKER	WI	0.07500000	0.06339830	0.0014065	0.0001055	0.0000892
		MARION WEEKS	WI	0.07500000	0.06339830	0.0014065	0.0001055	0.0000892
		B & R WINTHER	WI	0.00750000	0.00633980	0.0014065	0.0000105	0.0000089
		MARSHALL & WINSTON	RI		0.00468760	0.0014065	0.0000000	0.0000066
		MOON CO.	RI		0.09843750	0.0014065	0.0000000	0.0001385
22	O'BRIEN F #1 - 4	J T WYMAN TRUST	RI		0.00234380	0.0014065	0.0000000	0.0000033
		P W PARKER TRUST	RI		0.00234380	0.0014065	0.0000000	0.0000033
		F S WINSTON MARITAL TRUST	RI		0.00234380	0.0014065	0.0000000	0.0000033
		CHARLES A KELLY	RI		0.00117190	0.0014065	0.0000000	0.0000016
		MURRAY C MCKINNON TRUST	RI		0.00117190	0.0014065	0.0000000	0.0000016
		FRANCISCA WINSTON EST TRUST	RI		0.00468760	0.0014065	0.0000000	0.0000066
		TENNECO (UV INDUSTRIES)	RI		0.02343750	0.0014065	0.0000000	0.0000330
		FRATES SEELIGSON	NPRI	1.00000000	0.01406250	0.0014065	0.0000000	0.0000198
		POC	WI	0.84250000	0.71217570	0.0234414	0.0197494	0.0166944
		W G STROECKER	WI	0.07500000	0.06339830	0.0234414	0.0017581	0.0014861
		MARION WEEKS	WI	0.07500000	0.06339830	0.0234414	0.0017581	0.0014861
		B & R WINTHER	WI	0.00750000	0.00633980	0.0234414	0.0001758	0.0001486
		MARSHALL & WINSTON	RI		0.00468760	0.0234414	0.0000000	0.0001099
		MOON CO.	RI		0.09843750	0.0234414	0.0000000	0.0023075
		J T WYMAN TRUST	RI		0.00234380	0.0234414	0.0000000	0.0000549
		P W PARKER TRUST	RI		0.00234380	0.0234414	0.0000000	0.0000549
		F S WINSTON MARITAL TRUST	RI		0.00234380	0.0234414	0.0000000	0.0000549
		CHARLES A KELLY	RI		0.00117190	0.0234414	0.0000000	0.0000275
		MURRAY C MCKINNON TRUST	RI		0.00117190	0.0234414	0.0000000	0.0000275
		FRANCISCA WINSTON EST TRUST	RI		0.00468760	0.0234414	0.0000000	0.0001099
		FRATES SEELIGSON	NPRI	1.00000000	0.01406250	0.0234414	0.0000000	0.0005494

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TRACT #	LEASE/WELLS O'BRIEN F #9	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 PARTICIPATION BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
23		POC	WI	0.84250000	0.67794930	0.0002051	0.0001728	0.0001390
		W G STROECKER	WI	0.07500000	0.06035150	0.0002051	0.0000154	0.0000124
		MARION WEEKS	WI	0.07500000	0.06035150	0.0002051	0.0000154	0.0000124
		B & R WINTHER	WI	0.00750000	0.00603520	0.0002051	0.0000015	0.0000012
		MDON CO	RI		0.12304690	0.0002051	0.0000000	0.0000252
		FRANCISCA WINSTON EST TRUST	RI		0.00585940	0.0002051	0.0000000	0.0000012
		F S WINSTON MARITAL TRUST	RI		0.00292970	0.0002051	0.0000000	0.0000006
		CHARLES A KELLY	RI		0.00146480	0.0002051	0.0000000	0.0000003
		P W PARKER TRUST	RI		0.00292970	0.0002051	0.0000000	0.0000006
		J T WYMAN TRUST	RI		0.00292970	0.0002051	0.0000000	0.0000006
		MARSHALL & WINSTON	RI		0.00585940	0.0002051	0.0000000	0.0000012
		MURRAY C MCKINNON TRUST	RI		0.00146480	0.0002051	0.0000000	0.0000003
24	O'BRIEN I #1 - 8	TENNECO	NPRI		0.03125000	0.0002051	0.0000000	0.0000064
		FRATES SEELIGSON			0.01757810	0.0002051	0.0000000	0.0000036
				1.00000000	1.00000000		0.0002051	0.0002051
		POC	WI	0.84250000	0.68453120	0.1037733	0.0874290	0.0710361
		W G STROECKER	WI	0.07500000	0.06093750	0.1037733	0.0077830	0.0063237
		MARION WEEKS	WI	0.07500000	0.06093750	0.1037733	0.0077830	0.0063237
		B & R WINTHER	WI	0.00750000	0.00609380	0.1037733	0.0007783	0.0006324
		MARSHALL & WINSTON	RI		0.00585940	0.1037733	0.0000000	0.0006080
		TENNECO	RI		0.02343750	0.1037733	0.0000000	0.0024322
		MDON CO	RI		0.12304690	0.1037733	0.0000000	0.0127690
		J T WYMAN TRUST	RI		0.00292970	0.1037733	0.0000000	0.0003040
		P W PARKER TRUST	RI		0.00292970	0.1037733	0.0000000	0.0003040
25	O'BRIEN J 1	FRANCISCA WINSTON EST TRUST	RI		0.00585940	0.1037733	0.0000000	0.0006080
		F S WINSTON MARITAL TRUST	RI		0.00292970	0.1037733	0.0000000	0.0003040
		CHARLES A KELLY	RI		0.00146480	0.1037733	0.0000000	0.0001520
		MURRAY C MCKINNON TRUST	RI		0.00146480	0.1037733	0.0000000	0.0001520
		FRATES SEELIGSON	NPRI		0.01757810	0.1037733	0.0000000	0.0018241
				1.00000000	1.00000000		0.1037733	0.1037733
		POC	WI	0.84250000	0.68453120	0.0016035	0.0013509	0.0010976
		W G STROECKER	WI	0.07500000	0.06093750	0.0016035	0.0001203	0.0000977
		MARION WEEKS	WI	0.07500000	0.06093750	0.0016035	0.0001203	0.0000977
		B & R WINTHER	WI	0.00750000	0.00609380	0.0016035	0.0000120	0.0000098
		MARSHALL & WINSTON	RI		0.00585940	0.0016035	0.0000000	0.0000094
		TENNECO	RI		0.02343750	0.0016035	0.0000000	0.0000376
		MDON CO	RI		0.12304690	0.0016035	0.0000000	0.0001973
		J T WYMAN TRUST	RI		0.00292970	0.0016035	0.0000000	0.0000047
		P W PARKER TRUST	RI		0.00292970	0.0016035	0.0000000	0.0000047
		F S WINSTON MARITAL TRUST	RI		0.00292970	0.0016035	0.0000000	0.0000047
		CHARLES A KELLY	RI		0.00146480	0.0016035	0.0000000	0.0000023
		MURRAY C MCKINNON TRUST	RI		0.00146480	0.0016035	0.0000000	0.0000023
		FRANCISCA WINSTON EST TRUST	RI		0.00585940	0.0016035	0.0000000	0.0000094
		FRATES SEELIGSON	NPRI		0.01757810	0.0016035	0.0000000	0.0000282
				1.00000000	1.00000000		0.0016035	0.0016035

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TRACT & UNIT PARTICIPATION - TRACT BASIS
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UNIT AGREEMENT									
TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS	NET	TRACT	UNIT	UNIT	
28	O'BRIEN DB #1 - #3					1 BOPD/WELL <th>PARTICIPATION</th> <th>PARTICIPATION</th> <td></td>	PARTICIPATION	PARTICIPATION	
						CUTOFF <th>(EXPENSE)</th> <th>(REVENUE)</th> <td></td>	(EXPENSE)	(REVENUE)	
		POC	WI	0.57921880	0.37517580	0.0260934	0.0151138	0.0097896	
		TXO	WI	0.18750000	0.15234370	0.0260934	0.0048925	0.0039752	
		W G STROECKER	WI	0.05156250	0.03339840	0.0260934	0.0013454	0.0008715	
		MARION WEEKS	WI	0.05156250	0.03339840	0.0260934	0.0013454	0.0008715	
		B & R WINTHER	WI	0.00515620	0.00333980	0.0260934	0.0001345	0.0000871	
		TENNECO	WI	0.12500000	0.11875000	0.0260934	0.0032617	0.0030986	
		MARSHALL & WINSTON	RI		0.00781250	0.0260934	0.0000000	0.0002039	
		TENNECO	RI		0.00625000	0.0260934	0.0000000	0.0001631	
		MOON CO	RI		0.12304690	0.0260934	0.0000000	0.0032107	
		J T WYMAN TRUST	RI		0.00390630	0.0260934	0.0000000	0.0001019	
		P W PARKER TRUST	RI		0.00390630	0.0260934	0.0000000	0.0001019	
		FRANCISCA WINSTON EST TRUST	RI		0.00781250	0.0260934	0.0000000	0.0002039	
		F S WINSTON MARITAL TRUST	RI		0.00390630	0.0260934	0.0000000	0.0001019	
		CHARLES A KELLY	RI		0.00195310	0.0260934	0.0000000	0.0000510	
		MURRAY C MCKINNON TRUST	RI		0.00195310	0.0260934	0.0000000	0.0000510	
		J M HUBER CORP	DR		0.07031250	0.0260934	0.0000000	0.0018347	
		COLUMBIA GAS	DR		0.03515630	0.0260934	0.0000000	0.0009173	
		FRATES SEELIGSON	NPRI		0.01757810	0.0260934	0.0000000	0.0004587	
				1.00000000	1.00000000		0.0260934	0.0260934	
29	O'BRIEN L LEASE								
		POC	WI	0.78984375	0.64051390	0.1503259	0.1187340	0.0962858	
		TENNECO	WI	0.06250000	0.06250000	0.1503259	0.0093954	0.0093954	
		W G STROECKER	WI	0.07031250	0.05701900	0.1503259	0.0105698	0.0085714	
		MARION WEEKS	WI	0.07031250	0.05701900	0.1503259	0.0105698	0.0085714	
		B & R WINTHER	WI	0.00703125	0.00570200	0.1503259	0.0010570	0.0008572	
		MARSHALL & WINSTON	RI		0.00390630	0.1503259	0.0000000	0.0005872	
		MOON CO	RI		0.10048820	0.1503259	0.0000000	0.0151060	
		J T WYMAN TRUST	RI		0.00146480	0.1503259	0.0000000	0.0002202	
		P W PARKER TRUST	RI		0.00146480	0.1503259	0.0000000	0.0002202	
		CHARLES A KELLY	RI		0.00097660	0.1503259	0.0000000	0.0001468	
		MURRAY C MCKINNON TRUST	RI		0.00097660	0.1503259	0.0000000	0.0001468	
		FRANCISCA WINSTON EST TRUST	RI		0.00292970	0.1503259	0.0000000	0.0004404	
		F S WINSTON MARITAL TRUST	RI		0.00146480	0.1503259	0.0000000	0.0002202	
		BEATRICE P B STONE	NPRI		0.00520830	0.1503259	0.0000000	0.0007829	
		GROVER S STONE, JR	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		STEVEN L STONE	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		SANDRA J STONE	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		MARGARET E B DANIELS	NPRI		0.00520830	0.1503259	0.0000000	0.0007829	
		DIANNE E DANIELS	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		JUNE A D GROTHE	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		CHARLES W DANIELS	NPRI		0.00138890	0.1503259	0.0000000	0.0002088	
		JOHN D BRISCOE	NPRI		0.02812500	0.1503259	0.0000000	0.0042279	
		NANCY E CARLOCK	NPRI		0.00117190	0.1503259	0.0000000	0.0001762	
		VICTOR E CARLOCK	NPRI		0.00117190	0.1503259	0.0000000	0.0001762	
		FRATES SEELIGSON	NPRI		0.01435550	0.1503259	0.0000000	0.0021580	
				1.00000000	1.00000000		0.1503259	0.1503259	

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EXHIBIT "C"
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TRACT #	LEASE/WELLS ID	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
30	D'BRIEN FF #1 - #6	POC	WI	0.78984375	0.63845700	0.1163759	0.0919188	0.0743010
		TENNECO	WI	0.06250000	0.06250000	0.1163759	0.0072735	0.0072735
		W G STROECKER	WI	0.07031250	0.05683590	0.1163759	0.0081827	0.0066143
		MARION WEEKS	WI	0.07031250	0.05683590	0.1163759	0.0081827	0.0066143
		B & R WINTHER	WI	0.00703125	0.00568360	0.1163759	0.0008183	0.0006614
		MARSHALL & WINSTON	RI		0.00390630	0.1163759	0.0000000	0.0004546
		MODN CO.	RI		0.10048840	0.1163759	0.0000000	0.0116944
		J T WYMAN TRUST	RI		0.00195310	0.1163759	0.0000000	0.0002273
		P W PARKER TRUST	RI		0.00195310	0.1163759	0.0000000	0.0002273
		FRANCISCA WINSTON EST TRUST	RI		0.00390630	0.1163759	0.0000000	0.0004546
		F S WINSTON MARITAL TRUST	RI		0.00195310	0.1163759	0.0000000	0.0002273
		CHARLES A KELLY	RI		0.00097660	0.1163759	0.0000000	0.0001137
		MURRAY C MCKINNON TRUST	RI		0.00097660	0.1163759	0.0000000	0.0001137
		BEATRICE P B STONE	NPRI		0.00520830	0.1163759	0.0000000	0.0006061
		GROVER S STONE, JR	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
		STEVEN L STONE	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
		SANDRA J STONE	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
		MARGARET E B DANIELS	NPRI		0.00520830	0.1163759	0.0000000	0.0006061
		DIANNE E DANIELS	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
		JUNE A D GROTHE	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
31	MOONSHINE 7 #1	CHARLES W DANIELS	NPRI		0.00138890	0.1163759	0.0000000	0.0001616
		FRATES SEELIGSON	NPRI		0.01435550	0.1163759	0.0000000	0.0016706
		JOHN D BRISCOE	NPRI		0.02812500	0.1163759	0.0000000	0.0032731
		NANCY E CARLOCK	NPRI		0.00117180	0.1163759	0.0000000	0.0001364
		VICTOR E CARLOCK	NPRI		0.00117180	0.1163759	0.0000000	0.0001364
				1.00000000	1.00000000		0.1163759	0.1163759
		POC	WI	0.75000000	0.58078120	0.0084417	0.0063313	0.0049028
		SUN	WI	0.25000000	0.19468750	0.0084417	0.0021104	0.0016435
		MOON CD	RI		0.12304680	0.0084417	0.0000000	0.0010387
		FRANCISCA WINSTON EST TRUST	RI		0.00781250	0.0084417	0.0000000	0.0000660
		TENNECO	RI		0.02968750	0.0084417	0.0000000	0.0002506
		MURRAY C MCKINNON	RI		0.00097660	0.0084417	0.0000000	0.0000082
		DOUGLAS A MCKINNON	RI		0.00097660	0.0084417	0.0000000	0.0000082
		MARSHALL & WINSTON	RI		0.00781250	0.0084417	0.0000000	0.0000660
		F S WINSTON MARITAL TRUST	RI		0.00390630	0.0084417	0.0000000	0.0000330
		CHARLES A KELLY	RI		0.00195310	0.0084417	0.0000000	0.0000165
		P W PARKER TRUST	RI		0.00390630	0.0084417	0.0000000	0.0000330
		J T WYMAN TRUST	RI		0.00390630	0.0084417	0.0000000	0.0000330
		DAVID I MILLER	OR		0.00750000	0.0084417	0.0000000	0.0000633
		WILLIAM O DEWITT	OR		0.00093750	0.0084417	0.0000000	0.0000079
		J T HOWARD	OR		0.00260410	0.0084417	0.0000000	0.0000220
		DONALD R WAITS	OR		0.00520830	0.0084417	0.0000000	0.0000440
		TENNECO	OR		0.00156250	0.0084417	0.0000000	0.0000132
		POC	OR		0.00515640	0.0084417	0.0000000	0.0000435
		FRATES SEELIGSON	NPRI		0.01757800	0.0084417	0.0000000	0.0001484
				1.00000000	1.00000000		0.0084417	0.0084417

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TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS	NET	TRACT 1 BOPT/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
32	MOONSHINE 7 #2-14	POC	WI	0.68750000	0.53484380	0.0897968	0.0617353	0.0480273
		TENNECO	WI	0.12500000	0.08750000	0.0897968	0.0112246	0.0078572
		SUN	WI	0.18750000	0.14812500	0.0897968	0.0168369	0.0133012
		MOON CO	RI		0.12304680	0.0897968	0.0000000	0.0110492
		FRANCISCA WINSTON EST TRUST	RI		0.00781250	0.0897968	0.0000000	0.0007015
		F S WINSTON MARITAL TRUST	RI		0.00390630	0.0897968	0.0000000	0.0003508
		CHARLES A KELLY	RI		0.00195310	0.0897968	0.0000000	0.0001754
		P W PARKER TRUST	RI		0.00390630	0.0897968	0.0000000	0.0003508
		J T WYMAN TRUST	RI		0.00390630	0.0897968	0.0000000	0.0003508
		MURRAY C MCKINNON TRUST	RI		0.00781250	0.0897968	0.0000000	0.0007015
		TENNECO	RI		0.00195310	0.0897968	0.0000000	0.0001754
		DAVID I MILLER	DR		0.03750000	0.0897968	0.0000000	0.0033674
		WILLIAM D DEWITT	DR		0.00750000	0.0897968	0.0000000	0.0006735
		J T HOWARD	DR		0.00093750	0.0897968	0.0000000	0.0000842
		DONALD R WAITS	DR		0.00260420	0.0897968	0.0000000	0.0002338
33	O'BRIEN G6 #1 - #3	POC	DR		0.00520830	0.0897968	0.0000000	0.0004677
		FRAITES SEELIGSON	DR		0.00390620	0.0897968	0.0000000	0.0003508
			NPRI		0.01757810	0.0897968	0.0000000	0.0015785
				1.00000000	1.00000000		0.0897968	0.0897968
		POC	WI	0.78984375	0.63845700	0.0021324	0.0016843	0.0013614
		TENNECO	WI	0.06250000	0.06250000	0.0021324	0.0001333	0.0001333
		W G STROECKER	WI	0.07031250	0.05683590	0.0021324	0.0001499	0.0001212
		MARION WEEKS	WI	0.07031250	0.05683590	0.0021324	0.0001499	0.0001212
		B & R WINTHER	WI	0.00703125	0.00568360	0.0021324	0.0000150	0.0000121
		MARSHALL & WINSTON	RI		0.00390630	0.0021324	0.0000000	0.0000083
		MOON CO	RI		0.10048840	0.0021324	0.0000000	0.0002143
		J T WYMAN TRUST	RI		0.00195310	0.0021324	0.0000000	0.0000042
		P W PARKER TRUST	RI		0.00195310	0.0021324	0.0000000	0.0000042
		FRANCISCA WINSTON EST TRUST	RI		0.00390630	0.0021324	0.0000000	0.0000083
		MURRAY C MCKINNON TRUST	RI		0.00097660	0.0021324	0.0000000	0.0000021
		F S WINSTON MARITAL TRUST	RI		0.00195310	0.0021324	0.0000000	0.0000042
		CHARLES A KELLY	RI		0.00097660	0.0021324	0.0000000	0.0000021
		BEATRICE P B STONE	NPRI		0.00520830	0.0021324	0.0000000	0.0000111
		GROVER S STONE, JR	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		STEVEN L STONE	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		SANDRA J STONE	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		MARGARET E B DANIELS	NPRI		0.00520830	0.0021324	0.0000000	0.0000030
		DIANNE E DANIELS	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		JUNE A D GROTHE	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		CHARLES W DANIELS	NPRI		0.00138890	0.0021324	0.0000000	0.0000030
		JOHN D BRISCODE	NPRI		0.02812500	0.0021324	0.0000000	0.0000600
		NANCY E CARLOCK	NPRI		0.00117180	0.0021324	0.0000000	0.0000025
		VICTOR E CARLOCK	NPRI		0.00117180	0.0021324	0.0000000	0.0000025
		FRAITES SEELIGSON	NPRI		0.01435550	0.0021324	0.0000000	0.0000306
				1.00000000	1.00000000		0.0021324	0.0021324

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EXHIBIT "C"
PART 1
TRACT & UNIT PARTICIPATION - TRACT BASIS
UNIT AGREEMENT

UNIT AGREEMENT									
TRACT #	LEASE/WELLS	OWNER	TYPE	GROSS	NET	TRACT	UNIT	UNIT	
				WI	INTEREST	1 BOPD/WELL	(EXPENSE)	(REVENUE)	
34	MOONSHINE 18 #1-5	POC	WI	0.68750000	0.53484380	0.0308971	0.0212418	0.0165251	
		SUN	WI	0.18750000	0.14812500	0.0308971	0.0057932	0.0045766	
		TENNECO	WI	0.12500000	0.12500000	0.0308971	0.0038621	0.0038621	
		MOON CO	RI	0.12500000	0.12304690	0.0308971	0.0000000	0.0038018	
		MURRAY C MCKINNON TRUST	RI	0.00195310	0.00195310	0.0308971	0.0000000	0.0000603	
		FRANCISCA WINSTON EST TRUST	RI	0.00781250	0.00781250	0.0308971	0.0000000	0.0002414	
		F S WINSTON MARITAL TRUST	RI	0.00390620	0.00390620	0.0308971	0.0000000	0.0001207	
		MARSHALL & WINSTON	RI	0.00781250	0.00781250	0.0308971	0.0000000	0.0002414	
		CHARLES A KELLY	RI	0.00195310	0.00195310	0.0308971	0.0000000	0.0000603	
		P W PARKER TRUST	RI	0.00390630	0.00390630	0.0308971	0.0000000	0.0001207	
		J T WYMAN TRUST	RI	0.00390630	0.00390630	0.0308971	0.0000000	0.0001207	
		DAVID I MILLER	DR	0.00750000	0.00750000	0.0308971	0.0000000	0.0002317	
		WILLIAM O DEWITT	DR	0.00093750	0.00093750	0.0308971	0.0000000	0.0000290	
		J T HOWARD	DR	0.00260420	0.00260420	0.0308971	0.0000000	0.0000805	
		DONALD R WAITS	DR	0.00520830	0.00520830	0.0308971	0.0000000	0.0001609	
		POC	DR	0.00390630	0.00390630	0.0308971	0.0000000	0.0001207	
		FRATES SEELIGSON	NPRI	0.01757800	0.01757800	0.0308971	0.0000000	0.0005431	
				1.00000000	1.00000000	0.0308971	0.0308971		
35	O'BRIEN N #1 & #2Y	POC	WI	0.73718750	0.59649650	0.0088242	0.0065051	0.0052636	
		TENNECO	WI	0.12500000	0.12500000	0.0088242	0.0011030	0.0011030	
		W G STROECKER	WI	0.06562500	0.05310060	0.0088242	0.0005791	0.0004686	
		MARION WEEKS	WI	0.06562500	0.05310060	0.0088242	0.0005791	0.0004686	
		B & R WINTHER	WI	0.00656250	0.00531010	0.0088242	0.0000579	0.0000469	
		MARSHALL & WINSTON	RI		0.00781260	0.0088242	0.0000000	0.0000689	
		MOON CO	RI		0.12304680	0.0088242	0.0000000	0.0010858	
		J T WYMAN TRUST	RI		0.00292970	0.0088242	0.0000000	0.0000259	
		P W PARKER TRUST	RI		0.00292970	0.0088242	0.0000000	0.0000259	
		FRANCISCA WINSTON EST TRUST	RI		0.00585940	0.0088242	0.0000000	0.0000517	
		F S WINSTON MARITAL TRUST	RI		0.00292970	0.0088242	0.0000000	0.0000259	
		CHARLES A KELLY	RI		0.00195310	0.0088242	0.0000000	0.0000172	
		MURRAY C MCKINNON TRUST	RI		0.00195310	0.0088242	0.0000000	0.0000172	
		FRATES SEELIGSON	NPRI		0.01757810	0.0088242	0.0000000	0.0001551	
				1.00000000	1.00000000	0.0088242	0.0088242		
						1.00000000	1.00000000		

EXHIBIT "C"
PART II
TRACT & UNIT PARTICIPATION - WORKING INTEREST OWNERSHIP BASIS
UNIT AGREEMENT

TLWIPART.WR1
9-1-87

TRACT #	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOED/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
17	ADAMS, J W	WI	0.03750000	0.03093750	0.0420482	0.0015768	0.0013009
17	ADAMS, J W & JUNE EST	WI	0.07500000	0.06187500	0.0420482	0.0031536	0.0026017
17	ADAMS & MCGAHEY	WI	0.07500000	0.06187500	0.0420482	0.0031536	0.0026017
27	COLUMBIA GAS	WI	0.21875000	0.17773440	0.0318665	0.0069708	0.0056638
1	HARBERT ENERGY CORP, AGENT	WI	0.27510130	0.23504150	0.0160189	0.0044068	0.0037651
3	HARBERT ENERGY CORP, AGENT	WI	0.13755060	0.10660170	0.0008767	0.0001206	0.0000935
7	HARBERT ENERGY CORP, AGENT	WI	0.27510130	0.23246060	0.0186278	0.0051245	0.0043302
8	HARBERT ENERGY CORP, AGENT	WI	0.47500000	0.39137500	0.0144380	0.0068580	0.0056507
TOTAL						0.0165100	0.0138395
17	HARLOW CORP	WI	0.62500000	0.48156250	0.0420482	0.0262801	0.0202488
27	HARLOW CORP	WI	0.10937500	0.07792970	0.0318665	0.0034854	0.0024833
TOTAL						0.0297655	0.0227322
17	NABOB PROD CO	WI	0.18750000	0.15468750	0.0420482	0.0078840	0.0065043
1	POC	WI	0.51500000	0.45062500	0.0160189	0.0082497	0.0072185
10	POC	WI	1.00000000	0.80531250	0.0001050	0.0001050	0.0000846
10A	POC	WI	1.00000000	0.80531250	0.0025428	0.0025428	0.0020477
11	POC	WI	0.84250000	0.67847580	0.0030963	0.0026086	0.0021008
12	POC	WI	1.00000000	0.85937500	0.0005594	0.0005594	0.0004807
13	POC	WI	1.00000000	0.84765620	0.0267552	0.0267552	0.0226792
14	POC	WI	0.84250000	0.73718750	0.0001182	0.0000996	0.0000871
15	POC	WI	0.84250000	0.59238280	0.0423152	0.0311942	0.0250668
16	POC	WI	0.84250000	0.73718750	0.0217479	0.0183226	0.0160323
18	POC	WI	0.84250000	0.62660930	0.0005888	0.0004961	0.0003689
18A	POC	WI	0.84250000	0.59896490	0.0000000	0.0000000	0.0000000
19	POC	WI	0.84250000	0.59896490	0.0003464	0.0002918	0.0002075
2	POC	WI	1.00000000	0.79296880	0.0057700	0.0057700	0.0045754
20	POC	WI	0.84250000	0.68453120	0.0000000	0.0000000	0.0000000
21	POC	WI	0.84250000	0.71217570	0.0014065	0.0011850	0.0010017
22	POC	WI	0.84250000	0.71217570	0.0234414	0.0197494	0.0166944
23	POC	WI	0.84250000	0.67794930	0.0002051	0.0001728	0.0001390
24	POC	WI	0.84250000	0.68453120	0.1037733	0.0874290	0.0710361
25	POC	WI	0.84250000	0.68453120	0.0016035	0.0013509	0.0010976
26	POC	WI	0.73718750	0.59896490	0.1231374	0.0907754	0.0737550
27	POC	WI	0.39898430	0.29480770	0.0318665	0.0127142	0.0093945
28	POC	WI	0.57921880	0.37517580	0.0260934	0.0151138	0.0097896
29	POC	WI	0.78984375	0.64051390	0.1503259	0.1187340	0.0962858
3	POC	WI	0.75750000	0.58706250	0.0008767	0.0006641	0.0005147
30	POC	WI	0.78984375	0.63845700	0.1163759	0.0919188	0.0743010
31	POC	WI	0.75000000	0.58078120	0.0084417	0.0063313	0.0049028
32	POC	WI	0.68750000	0.53484380	0.0897968	0.0617353	0.0480273
33	POC	WI	0.78984375	0.63845700	0.0021324	0.0016843	0.0013614

EXHIBIT "C"
PART II
TRACT & UNIT PARTICIPATION - WORKING INTEREST OWNERSHIP BASIS
UNIT AGREEMENT

TLWIPART.WR1
9-1-87

TRACT #	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
34	POC	WI	0.68750000	0.53484380	0.0308971	0.0212418	0.0165251
35	POC	WI	0.73718750	0.59649650	0.0088242	0.0065051	0.0052636
4	POC	WI	0.84250000	0.65293750	0.0218646	0.0184209	0.0142762
5	POC	WI	1.00000000	0.79296880	0.0040045	0.0040045	0.0031754
6	POC	WI	0.50000000	0.42250000	0.0122048	0.0061024	0.0051565
7	POC	WI	0.51500000	0.43517500	0.0186278	0.0095933	0.0081064
8	POC	WI	0.52500000	0.44362500	0.0144380	0.0075800	0.0064051
9	POC	WI	0.84250000	0.65293750	0.0476502	0.0401453	0.0311126
TOTAL						0.7201465	0.5792714
11	STROECKER, W G	WI	0.07500000	0.06039840	0.0030963	0.0002322	0.0001870
14	STROECKER, W G	WI	0.07500000	0.06562500	0.0001182	0.0000089	0.0000078
15	STROECKER, W G	WI	0.06562500	0.05273440	0.0423152	0.0027769	0.0022315
16	STROECKER, W G	WI	0.07500000	0.06562500	0.0217479	0.0016311	0.0014272
18	STROECKER, W G	WI	0.07500000	0.05578110	0.0005888	0.0000442	0.0000328
18A	STROECKER, W G	WI	0.07500000	0.05332030	0.0000000	0.0000000	0.0000000
19	STROECKER, W G	WI	0.07500000	0.05332030	0.0003464	0.0000260	0.0000185
20	STROECKER, W G	WI	0.07500000	0.06093750	0.0000000	0.0000000	0.0000000
21	STROECKER, W G	WI	0.07500000	0.06339830	0.0014065	0.0001055	0.0000892
22	STROECKER, W G	WI	0.07500000	0.06339830	0.0234414	0.0017581	0.0014861
23	STROECKER, W G	WI	0.07500000	0.06035150	0.0002051	0.0000154	0.0000124
24	STROECKER, W G	WI	0.07500000	0.06093750	0.1037733	0.0077830	0.0063237
25	STROECKER, W G	WI	0.07500000	0.06093750	0.0016035	0.0001203	0.0000977
26	STROECKER, W G	WI	0.06562500	0.05332030	0.1231374	0.0080809	0.0065657
27	STROECKER, W G	WI	0.02578130	0.01930660	0.0318665	0.0008216	0.0006152
28	STROECKER, W G	WI	0.05156250	0.03339840	0.0260934	0.0013454	0.0008715
29	STROECKER, W G	WI	0.07031250	0.05701900	0.1503259	0.0105698	0.0085714
30	STROECKER, W G	WI	0.07031250	0.05683590	0.1163759	0.0081827	0.0066143
33	STROECKER, W G	WI	0.07031250	0.05683590	0.0021324	0.0001499	0.0001212
35	STROECKER, W G	WI	0.06562500	0.05310060	0.0088242	0.0005791	0.0004686
4	STROECKER, W G	WI	0.07500000	0.05812500	0.0218646	0.0016398	0.0012709
9	STROECKER, W G	WI	0.07500000	0.05812500	0.0476502	0.0035738	0.0027697
TOTAL						0.0494445	0.0397824
31	SUN	WI	0.25000000	0.19468750	0.0084417	0.0021104	0.0016435
32	SUN	WI	0.18750000	0.14812500	0.0897968	0.0168369	0.0133012
34	SUN	WI	0.18750000	0.14812500	0.0308971	0.0057932	0.0045766
TOTAL						0.0247405	0.0195213
15	TENNECO	WI	0.12500000	0.12500000	0.0423152	0.0052894	0.0052894
26	TENNECO	WI	0.12500000	0.12500000	0.1231374	0.0153922	0.0153922
28	TENNECO	WI	0.12500000	0.11875000	0.0260934	0.0032617	0.0030986
29	TENNECO	WI	0.06250000	0.06250000	0.1503259	0.0093954	0.0093954
30	TENNECO	WI	0.06250000	0.06250000	0.1163759	0.0072735	0.0072735
32	TENNECO	WI	0.12500000	0.08750000	0.0897968	0.0112246	0.0078572
33	TENNECO	WI	0.06250000	0.06250000	0.0021324	0.0001333	0.0001333
34	TENNECO	WI	0.12500000	0.12500000	0.0308971	0.0038621	0.0038621

EXHIBIT "C"
PART II
TRACT & UNIT PARTICIPATION - WORKING INTEREST OWNERSHIP BASIS
UNIT AGREEMENT

TLWIPART.WR1
9-1-87

TRACT #	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
35	TENNECO	WI	0.12500000	0.12500000	0.0088242	0.0011030	0.0011030
TOTAL						0.0569352	0.0534047
1	TRINIDAD PETROLEUM CORP	WI	0.20989870	0.17933350	0.0160189	0.0035623	0.0028727
3	TRINIDAD PETROLEUM CORP	WI	0.10494940	0.08133580	0.0008767	0.0000920	0.0000713
6	TRINIDAD PETROLEUM CORP	WI	0.50000000	0.42250000	0.0122048	0.0061024	0.0051565
7	TRINIDAD PETROLEUM CORP	WI	0.20989870	0.17736440	0.0186278	0.0039100	0.0033039
TOTAL						0.0134667	0.0114045
27	TXO	WI	0.21875000	0.17773440	0.0318665	0.0069708	0.0056638
28	TXO	WI	0.18750000	0.15234370	0.0260934	0.0048925	0.0039752
TOTAL						0.0118633	0.0096389
11	WEEKS, MARION	WI	0.07500000	0.06039840	0.0030963	0.0002322	0.0001870
14	WEEKS, MARION	WI	0.07500000	0.06562500	0.0001182	0.0000089	0.0000078
15	WEEKS, MARION	WI	0.06562500	0.05273440	0.0423152	0.0027769	0.0022315
16	WEEKS, MARION	WI	0.07500000	0.06562500	0.0217479	0.0016311	0.0014272
18	WEEKS, MARION	WI	0.07500000	0.05578110	0.0005888	0.0000442	0.0000328
18A	WEEKS, MARION	WI	0.07500000	0.05332030	0.0000000	0.0000000	0.0000000
19	WEEKS, MARION	WI	0.07500000	0.05332030	0.0003464	0.0000260	0.0000185
20	WEEKS, MARION	WI	0.07500000	0.06093750	0.0000000	0.0000000	0.0000000
21	WEEKS, MARION	WI	0.07500000	0.06339830	0.0014065	0.0001055	0.0000892
22	WEEKS, MARION	WI	0.07500000	0.06339830	0.0234414	0.0017581	0.0014861
23	WEEKS, MARION	WI	0.07500000	0.06093750	0.0002051	0.0000154	0.0000124
24	WEEKS, MARION	WI	0.07500000	0.06093750	0.1037733	0.0077830	0.0063237
25	WEEKS, MARION	WI	0.07500000	0.06093750	0.0016035	0.0001203	0.0000977
26	WEEKS, MARION	WI	0.06562500	0.05332030	0.1231374	0.0080809	0.0065657
27	WEEKS, MARION	WI	0.02578130	0.01930660	0.0260934	0.0008216	0.0006152
28	WEEKS, MARION	WI	0.05156250	0.03339840	0.1503259	0.0013454	0.0008715
29	WEEKS, MARION	WI	0.07031250	0.05701900	0.0318665	0.0105698	0.0085714
30	WEEKS, MARION	WI	0.07031250	0.05683590	0.1163759	0.0081827	0.0066143
33	WEEKS, MARION	WI	0.07031250	0.05683590	0.0021324	0.0001499	0.0001212
35	WEEKS, MARION	WI	0.06562500	0.05310060	0.0088242	0.0005791	0.0004686
4	WEEKS, MARION	WI	0.07500000	0.05812500	0.0218646	0.0016398	0.0012709
9	WEEKS, MARION	WI	0.07500000	0.05812500	0.0476502	0.0035738	0.0027697
TOTAL						0.0494445	0.0397824
11	WINTHER, B & R	WI	0.00750000	0.00603990	0.0030963	0.0000232	0.0000187
14	WINTHER, B & R	WI	0.00750000	0.00656250	0.0001182	0.0000009	0.0000008
15	WINTHER, B & R	WI	0.00656250	0.00527340	0.0423152	0.0002777	0.0002231
16	WINTHER, B & R	WI	0.00750000	0.00656250	0.0217479	0.0001631	0.0001427
18	WINTHER, B & R	WI	0.00750000	0.00557810	0.0005888	0.0000044	0.0000033
18A	WINTHER, B & R	WI	0.00750000	0.00533200	0.0000000	0.0000000	0.0000000
19	WINTHER, B & R	WI	0.00750000	0.00533200	0.0003464	0.0000026	0.0000018
20	WINTHER, B & R	WI	0.00750000	0.00609380	0.0000000	0.0000000	0.0000000
21	WINTHER, B & R	WI	0.00750000	0.00633980	0.0014065	0.0000105	0.0000089

EXHIBIT "C"
 PART 11
 TRACT & UNIT PARTICIPATION - WORKING INTEREST OWNERSHIP BASIS
 UNIT AGREEMENT

TLWIPART.WR1
 9-1-87

TRACT #	OWNER	TYPE	GROSS WI	NET INTEREST	TRACT 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION (EXPENSE)	UNIT PARTICIPATION (REVENUE)
22	WINTHER, B & R	WI	0.00750000	0.00633980	0.0234414	0.0001758	0.0001486
23	WINTHER, B & R	WI	0.00750000	0.00603520	0.0002051	0.0000015	0.0000012
24	WINTHER, B & R	WI	0.00750000	0.00609380	0.1037733	0.0007783	0.0006324
25	WINTHER, B & R	WI	0.00750000	0.00609380	0.0016035	0.0000120	0.0000098
26	WINTHER, B & R	WI	0.00656250	0.00533200	0.1231374	0.0008081	0.0006566
27	WINTHER, B & R	WI	0.00257810	0.00193070	0.0318665	0.0000822	0.0000615
28	WINTHER, B & R	WI	0.00515620	0.00333980	0.0260934	0.0001345	0.0000871
29	WINTHER, B & R	WI	0.00703125	0.00570200	0.1503259	0.0010570	0.0008572
30	WINTHER, B & R	WI	0.00703125	0.00568360	0.1163759	0.0008183	0.0006614
33	WINTHER, B & R	WI	0.00703125	0.00568360	0.0021324	0.0000150	0.0000121
35	WINTHER, B & R	WI	0.00656250	0.00531010	0.0088242	0.0000579	0.0000469
4	WINTHER, B & R	WI	0.00750000	0.00581250	0.0218646	0.0001640	0.0001271
9	WINTHER, B & R	WI	0.00750000	0.00581250	0.0476502	0.0003574	0.0002770
TOTAL						0.0049444	0.0039783
						1.0000000	0.8120279

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
UNIT AGREEMENT

TLRDYPART.WR1
9-1-87

TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
17	1029 PLUS ONE INVESTORS	OR	0.00036950	0.0420482	0.0000155
17	ABRAM, J E	OR	0.00014780	0.0420482	0.0000062
17	AVIVA LTD PTSP	OR	0.01061750	0.0420482	0.00004464
27	BRISCOE, JOHN D	NPRI	0.02812500	0.0318665	0.0008962
29	BRISCOE, JOHN D	NPRI	0.02812500	0.1503259	0.0042279
30	BRISCOE, JOHN D	NPRI	0.02812500	0.1163759	0.0032731
33	BRISCOE, JOHN D	NPRI	0.02812500	0.0021324	0.0000600
TOTAL					0.0084572
27	CARLOCK, NANCY E	NPRI	0.00117180	0.0318665	0.0000373
29	CARLOCK, NANCY E	NPRI	0.00117190	0.1503259	0.0001762
30	CARLOCK, NANCY E	NPRI	0.00117180	0.1163759	0.0001364
33	CARLOCK, NANCY E	NPRI	0.00117180	0.0021324	0.0000025
TOTAL					0.0003524
27	CARLOCK, VICTOR E	NPRI	0.00117180	0.0318665	0.0000373
29	CARLOCK, VICTOR E	NPRI	0.00117190	0.1503259	0.0001762
30	CARLOCK, VICTOR E	NPRI	0.00117180	0.1163759	0.0001364
33	CARLOCK, VICTOR E	NPRI	0.00117180	0.0021324	0.0000025
TOTAL					0.0003524
10	CITIES SERVICE	OR	0.05468750	0.0001050	0.0000057
10A	CITIES SERVICE	OR	0.05468750	0.0025428	0.0001391
11	CITIES SERVICE	OR	0.05468750	0.0030963	0.0001693
2	CITIES SERVICE	OR	0.08203120	0.0057700	0.0004733
3	CITIES SERVICE	OR	0.10000000	0.0008767	0.0000877
4	CITIES SERVICE	OR	0.10000000	0.0218646	0.0021865
5	CITIES SERVICE	OR	0.05203120	0.0040045	0.0002084
9	CITIES SERVICE	OR	0.07000000	0.0476502	0.0033355
TOTAL					0.0066055
28	COLUMBIA GAS	OR	0.03515630	0.0260934	0.0009173
1	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0160189	0.0020024
10	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0001050	0.0000131
10A	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0025428	0.0003179
11	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0030963	0.0003870
2	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0057700	0.0007213
3	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0008767	0.0001096
4	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0218646	0.0027331

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOFD/WELL CUTOFF	UNIT PARTICIPATION
5	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0040045	0.0005006
6	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0122048	0.0015256
7	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0186278	0.0023285
8	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0144380	0.0018048
9	COMM. OF PUBLIC LANDS	RI	0.12500000	0.0476502	0.0059563
TOTAL					0.0183999
10	CONLEY, GEORGE E	OR	0.01000000	0.0001050	0.0000011
10A	CONLEY, GEORGE E	OR	0.01000000	0.0025428	0.0000254
11	CONLEY, GEORGE E	OR	0.01000000	0.0030963	0.0000310
5	CONLEY, GEORGE E	OR	0.02000000	0.0040045	0.0000801
6	CONLEY, GEORGE E	OR	0.02000000	0.0122048	0.0002441
7	CONLEY, GEORGE E	OR	0.02000000	0.0186278	0.0003726
8	CONLEY, GEORGE E	OR	0.02000000	0.0144380	0.0002888
9	CONLEY, GEORGE E	OR	0.02000000	0.0476502	0.0009530
TOTAL					0.0019959
27	DANIELS, CHARLES W	NPRI	0.00138890	0.0318665	0.0000443
29	DANIELS, CHARLES W	NPRI	0.00138890	0.1503259	0.0002088
30	DANIELS, CHARLES W	NPRI	0.00138890	0.1163759	0.0001616
33	DANIELS, CHARLES W	NPRI	0.00138890	0.0021324	0.0000030
TOTAL					0.0004176
27	DANIELS, DIANNE E	NPRI	0.00138890	0.0318665	0.0000443
29	DANIELS, DIANNE E	NPRI	0.00138890	0.1503259	0.0002088
30	DANIELS, DIANNE E	NPRI	0.00138890	0.1163759	0.0001616
33	DANIELS, DIANNE E	NPRI	0.00138890	0.0021324	0.0000030
TOTAL					0.0004176
27	DANIELS, MARGARET E B	NPRI	0.00520830	0.0318665	0.0001660
29	DANIELS, MARGARET E B	NPRI	0.00520830	0.1503259	0.0007829
30	DANIELS, MARGARET E B	NPRI	0.00520830	0.1163759	0.0006061
33	DANIELS, MARGARET E B	NPRI	0.00520830	0.0021324	0.0000111
TOTAL					0.0015661
31	DEWITT, WILLIAM D	OR	0.00093750	0.0084417	0.0000079
32	DEWITT, WILLIAM D	OR	0.00093750	0.0897968	0.0000842
34	DEWITT, WILLIAM D	OR	0.00093750	0.0308971	0.0000290
TOTAL					0.0001211
12	EM NOMINEE PTSP CO	RI	0.02343750	0.0005594	0.0000131

EXHIBIT "C"
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
13	EM NOMINEE PTSP CO	RI	0.01562500	0.0267552	0.0004181
14	EM NOMINEE PTSP CO	RI	0.01562500	0.0001182	0.0000018
16	EM NOMINEE PTSP CO	RI	0.01562500	0.0217479	0.0003398
17	EM NOMINEE PTSP CO	RI	0.02500000	0.0420482	0.0010512
22	EM NOMINEE PTSP CO	RI	0.02343750	0.0234414	0.0005494
TOTAL					0.0023734
17	FELDMAN, SALLY	OR	0.00295610	0.0420482	0.0001243
17	FLECK, JACK W	OR	0.00073900	0.0420482	0.0000311
27	GROTHE, JUNE A D	NPRI	0.00138890	0.0318665	0.0000443
29	GROTHE, JUNE A D	NPRI	0.00138890	0.1503259	0.0002088
30	GROTHE, JUNE A D	NPRI	0.00138890	0.1163759	0.0001616
33	GROTHE, JUNE A D	NPRI	0.00138890	0.0021324	0.0000030
TOTAL					0.0004176
17	HARBECK, WM J	OR	0.00036950	0.0420482	0.0000155
17	HARLOW, W V JR	OR	0.03750000	0.0420482	0.0015768
1	HARVARD, H LEE	OR	0.01000000	0.0160189	0.0001602
8	HARVARD, H LEE	OR	0.01000000	0.0144380	0.0001444
TOTAL					0.0003046
10	HAYNIE, ROBERT L	OR	0.00250000	0.0001050	0.0000003
10A	HAYNIE, ROBERT L	OR	0.00250000	0.0025428	0.0000064
11	HAYNIE, ROBERT L	OR	0.00250000	0.0030963	0.0000077
5	HAYNIE, ROBERT L	OR	0.00500000	0.0040045	0.0000200
6	HAYNIE, ROBERT L	OR	0.00500000	0.0122048	0.0000610
7	HAYNIE, ROBERT L	OR	0.00500000	0.0186278	0.0000931
8	HAYNIE, ROBERT L	OR	0.00500000	0.0144380	0.0000722
9	HAYNIE, ROBERT L	OR	0.00500000	0.0476502	0.0002383
TOTAL					0.0004990
31	HOWARD, J T	OR	0.00260410	0.0084417	0.0000220
32	HOWARD, J T	OR	0.00260420	0.0897968	0.0002338
34	HOWARD, J T	OR	0.00260420	0.0308971	0.0000805
TOTAL					0.0003363
27	J M HUBER CORP	OR	0.04375000	0.0318665	0.0013942
28	J M HUBER CORP	OR	0.07031250	0.0260934	0.0018347

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
TOTAL					
17	JACKSON, ROBERT T	OR	0.00036950	0.0420482	0.0000155
17	JOHNSON, JACKIE H	OR	0.00014780	0.0420482	0.0000062
12	KELLY, CHARLES A	R1	0.00146480	0.0005594	0.0000008
13	KELLY, CHARLES A	R1	0.00097650	0.0267552	0.0000261
14	KELLY, CHARLES A	R1	0.00097650	0.0001182	0.0000001
15	KELLY, CHARLES A	R1	0.00195310	0.0423152	0.0000826
16	KELLY, CHARLES A	R1	0.00097650	0.0217479	0.0000212
17	KELLY, CHARLES A	R1	0.00146480	0.0420482	0.0000616
18	KELLY, CHARLES A	R1	0.00117190	0.0005888	0.0000007
18A	KELLY, CHARLES A	R1	0.00146480	0.0000000	0.0000000
19	KELLY, CHARLES A	R1	0.00146480	0.0003464	0.0000005
20	KELLY, CHARLES A	R1	0.00146480	0.0000000	0.0000000
21	KELLY, CHARLES A	R1	0.00117190	0.0014065	0.0000016
22	KELLY, CHARLES A	R1	0.00117190	0.0234414	0.0000275
23	KELLY, CHARLES A	R1	0.00146480	0.0002051	0.0000003
24	KELLY, CHARLES A	R1	0.00146480	0.1037733	0.0001520
25	KELLY, CHARLES A	R1	0.00146480	0.0016035	0.0000023
26	KELLY, CHARLES A	R1	0.00146480	0.1231374	0.0001804
27	KELLY, CHARLES A	R1	0.00073240	0.0318665	0.0000233
28	KELLY, CHARLES A	R1	0.00195310	0.0260934	0.0000510
29	KELLY, CHARLES A	R1	0.00097660	0.1503259	0.0001468
30	KELLY, CHARLES A	R1	0.00097660	0.1163759	0.0001137
31	KELLY, CHARLES A	R1	0.00195310	0.0084417	0.0000165
32	KELLY, CHARLES A	R1	0.00195310	0.0897968	0.0001754
33	KELLY, CHARLES A	R1	0.00097660	0.0021324	0.0000021
34	KELLY, CHARLES A	R1	0.00195310	0.0308971	0.0000603
35	KELLY, CHARLES A	R1	0.00195310	0.0088242	0.0000172
TOTAL					0.0011642
17	KIMBRO, C H	OR	0.00750000	0.0420482	0.0003154
17	LEONDUKAIS, JOHN G	OR	0.00059120	0.0420482	0.0000249
17	LOWENBERG, RALPH E	OR	0.00036950	0.0420482	0.0000155
12	MARSHALL & WINSTON	R1	0.00585940	0.0005594	0.0000033
13	MARSHALL & WINSTON	R1	0.00390630	0.0267552	0.0001045
14	MARSHALL & WINSTON	R1	0.00390630	0.0001182	0.0000005
15	MARSHALL & WINSTON	R1	0.00781250	0.0423152	0.0003306
16	MARSHALL & WINSTON	R1	0.00390630	0.0217479	0.0000850
17	MARSHALL & WINSTON	R1	0.00585940	0.0420482	0.0002464

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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
18	MARSHALL & WINSTON	RI	0.00468760	0.0005888	0.0000028
18A	MARSHALL & WINSTON	RI	0.00585940	0.0000000	0.0000000
19	MARSHALL & WINSTON	RI	0.00585940	0.0003464	0.0000020
20	MARSHALL & WINSTON	RI	0.00585940	0.0000000	0.0000000
21	MARSHALL & WINSTON	RI	0.00468760	0.0014065	0.0000066
22	MARSHALL & WINSTON	RI	0.00468760	0.0234414	0.0001099
23	MARSHALL & WINSTON	RI	0.00585940	0.0002051	0.0000012
24	MARSHALL & WINSTON	RI	0.00585940	0.1037733	0.0000080
25	MARSHALL & WINSTON	RI	0.00585940	0.0016035	0.0000094
26	MARSHALL & WINSTON	RI	0.00585940	0.1231374	0.0007215
27	MARSHALL & WINSTON	RI	0.00292970	0.0318665	0.0000934
28	MARSHALL & WINSTON	RI	0.00781250	0.0260934	0.0002039
29	MARSHALL & WINSTON	RI	0.00390630	0.1503259	0.0005872
30	MARSHALL & WINSTON	RI	0.00390630	0.1163759	0.0004546
31	MARSHALL & WINSTON	RI	0.00781250	0.0084417	0.0000660
32	MARSHALL & WINSTON	RI	0.00781250	0.0897968	0.0007015
33	MARSHALL & WINSTON	RI	0.00390630	0.0021324	0.0000083
34	MARSHALL & WINSTON	RI	0.00781250	0.0308971	0.0002414
35	MARSHALL & WINSTON	RI	0.00781260	0.0088242	0.0000689
TOTAL					0.0046568
10	MAYER, LEN	OR	0.00250000	0.0001050	0.0000003
10A	MAYER, LEN	OR	0.00250000	0.0025428	0.0000064
11	MAYER, LEN	OR	0.00250000	0.0030963	0.0000077
5	MAYER, LEN	OR	0.00500000	0.0040045	0.0000200
6	MAYER, LEN	OR	0.00500000	0.0122048	0.0000610
7	MAYER, LEN	OR	0.00500000	0.0186278	0.0000931
8	MAYER, LEN	OR	0.00500000	0.0144380	0.0000722
9	MAYER, LEN	OR	0.00500000	0.0476502	0.0002383
TOTAL					0.0004990
17	MCKINNON, DOUGLAS A	RI	0.00073240	0.0420482	0.0000308
31	MCKINNON, DOUGLAS A	RI	0.00097660	0.0084417	0.0000082
TOTAL					0.0000390
31	MCKINNON, MURRAY C	RI	0.00097660	0.0084417	0.0000082
12	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0005594	0.0000008
13	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.0267552	0.0000261
14	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.0001182	0.0000001
15	MCKINNON, MURRAY C TRUST	RI	0.00195310	0.0423152	0.0000826
16	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.0217479	0.0000212
17	MCKINNON, MURRAY C TRUST	RI	0.00073250	0.0420482	0.0000308
18	MCKINNON, MURRAY C TRUST	RI	0.00117190	0.0005888	0.0000007

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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOFD/WELL CUTOFF	UNIT PARTICIPATION
18A	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0000000	0.0000000
19	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0003464	0.0000005
20	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0000000	0.0000000
21	MCKINNON, MURRAY C TRUST	RI	0.00117190	0.0014065	0.0000016
22	MCKINNON, MURRAY C TRUST	RI	0.00117190	0.0234414	0.0000275
23	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0002051	0.0000003
24	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.1037733	0.0001520
25	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.0016035	0.0000023
26	MCKINNON, MURRAY C TRUST	RI	0.00146480	0.1231374	0.0001804
27	MCKINNON, MURRAY C TRUST	RI	0.00073240	0.0318665	0.0000233
28	MCKINNON, MURRAY C TRUST	RI	0.00195310	0.0260934	0.0000510
29	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.1503259	0.0001468
30	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.1163759	0.0001137
32	MCKINNON, MURRAY C TRUST	RI	0.00195310	0.0897968	0.0001754
33	MCKINNON, MURRAY C TRUST	RI	0.00097660	0.0021324	0.0000021
34	MCKINNON, MURRAY C TRUST	RI	0.00195310	0.0308971	0.0000603
35	MCKINNON, MURRAY C TRUST	RI	0.00195310	0.0088242	0.0000172
TOTAL					0.0011169
31	MILLER, DAVID I	OR	0.00750000	0.0084417	0.0000633
32	MILLER, DAVID I	OR	0.00750000	0.0897968	0.0006735
34	MILLER, DAVID I	OR	0.00750000	0.0308971	0.0002317
TOTAL					0.0009685
17	MILLER, MILDRED M	OR	0.00014780	0.0420482	0.0000062
17	MOON CO	RI	0.08203130	0.0420482	0.0034493
18A	MOON CO	RI	0.12304690	0.0000000	0.0000000
20	MOON CO	RI	0.12304690	0.0000000	0.0000000
23	MOON CO	RI	0.12304690	0.0002051	0.0000252
24	MOON CO	RI	0.12304690	0.1037733	0.0127690
25	MOON CO	RI	0.12304690	0.0016035	0.0001973
26	MOON CO	RI	0.12304690	0.1231374	0.0151517
27	MOON CO	RI	0.10048840	0.0318665	0.0032022
28	MOON CO	RI	0.12304690	0.0260934	0.0032107
29	MOON CO	RI	0.10048820	0.1503259	0.0151060
31	MOON CO	RI	0.12304680	0.0884417	0.0010387
32	MOON CO	RI	0.12304680	0.0897968	0.0110492
33	MOON CO	RI	0.10048840	0.0021324	0.0002143
34	MOON CO	RI	0.12304690	0.0308971	0.0038018
35	MOON CO	RI	0.12304680	0.0088242	0.0010858
12	MOON CO.	RI	0.08203130	0.0005594	0.0000459
13	MOON CO.	RI	0.08203120	0.0267552	0.0021948
14	MOON CO.	RI	0.08203120	0.0001182	0.0000097
15	MOON CO.	RI	0.12304680	0.0423152	0.0052067

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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
16	MOON CO.	RI	0.08203120	0.0217479	0.0017840
18	MOON CO.	RI	0.09843750	0.0005888	0.0000580
19	MOON CO.	RI	0.12304690	0.0003464	0.0000426
21	MOON CO.	RI	0.09843750	0.0014065	0.0001385
22	MOON CO.	RI	0.09843750	0.0234414	0.0023075
30	MOON CO.	RI	0.10048840	0.1163759	0.0116944
TOTAL					0.0937832
12	PARKER, F W TRUST	RI	0.00292970	0.0005594	0.0000016
13	PARKER, F W TRUST	RI	0.00195310	0.0267552	0.0000523
14	PARKER, F W TRUST	RI	0.00195310	0.0001182	0.0000002
15	PARKER, F W TRUST	RI	0.00390630	0.0423152	0.0001653
16	PARKER, F W TRUST	RI	0.00195310	0.0217479	0.0000425
17	PARKER, F W TRUST	RI	0.00292960	0.0420482	0.0001232
18	PARKER, F W TRUST	RI	0.00234380	0.0005888	0.0000014
18A	PARKER, F W TRUST	RI	0.00292970	0.0000000	0.0000000
19	PARKER, F W TRUST	RI	0.00292970	0.0003464	0.0000010
20	PARKER, F W TRUST	RI	0.00292970	0.0000000	0.0000000
21	PARKER, F W TRUST	RI	0.00234380	0.0014065	0.0000033
22	PARKER, F W TRUST	RI	0.00234380	0.0234414	0.0000549
23	PARKER, F W TRUST	RI	0.00292970	0.0002051	0.0000006
24	PARKER, F W TRUST	RI	0.00292970	0.1037733	0.00003040
25	PARKER, F W TRUST	RI	0.00292970	0.0016035	0.0000047
26	PARKER, F W TRUST	RI	0.00292970	0.1231374	0.0003608
27	PARKER, F W TRUST	RI	0.00146480	0.0318665	0.0000467
28	PARKER, F W TRUST	RI	0.00390630	0.0260934	0.0001019
29	PARKER, F W TRUST	RI	0.00146480	0.1503259	0.0002202
30	PARKER, F W TRUST	RI	0.00195310	0.1163759	0.0002273
31	PARKER, F W TRUST	RI	0.00390630	0.0084417	0.0000330
32	PARKER, F W TRUST	RI	0.00390630	0.0897968	0.0003508
33	PARKER, F W TRUST	RI	0.00195310	0.0021324	0.0000042
34	PARKER, F W TRUST	RI	0.00390630	0.0308971	0.0001207
35	PARKER, F W TRUST	RI	0.00292970	0.0088242	0.0000259
TOTAL					0.0022464
17	PETERSON, DAVID L	OR	0.00059120	0.0420482	0.0000249
17	PETSCHEK, CHARLES I	OR	0.00118240	0.0420482	0.0000497
31	POC	OR	0.00515640	0.0084417	0.0000435
32	POC	OR	0.00390620	0.0897968	0.0003508
34	POC	OR	0.00390630	0.0308971	0.0001207
TOTAL					0.0005150

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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION		UNIT PARTICIPATION
				1	BOPD/WELL CUTOFF	
17	SCHLESSMAN, LEE E	DR	0.00036950	0.0420482		0.0000155
12	SEELIGSON, FRATES	NPRI	0.01171870	0.0005594		0.0000066
13	SEELIGSON, FRATES	NPRI	0.01171880	0.0267552		0.0003135
14	SEELIGSON, FRATES	NPRI	0.01171880	0.0001182		0.0000014
15	SEELIGSON, FRATES	NPRI	0.01757810	0.0423152		0.0007438
16	SEELIGSON, FRATES	NPRI	0.01171880	0.0217479		0.0002549
17	SEELIGSON, FRATES	NPRI	0.01171880	0.0420482		0.0004928
18	SEELIGSON, FRATES	NPRI	0.01406250	0.0005888		0.0000083
18A	SEELIGSON, FRATES	NPRI	0.01757810	0.0000000		0.0000000
19	SEELIGSON, FRATES	NPRI	0.01757810	0.0003464		0.0000061
20	SEELIGSON, FRATES	NPRI	0.01757810	0.0000000		0.0000000
21	SEELIGSON, FRATES	NPRI	0.01406250	0.0014065		0.0000198
22	SEELIGSON, FRATES	NPRI	0.01406250	0.0234414		0.0003296
23	SEELIGSON, FRATES	NPRI	0.01757810	0.0002051		0.0000036
24	SEELIGSON, FRATES	NPRI	0.01757810	0.1037733		0.0018241
25	SEELIGSON, FRATES	NPRI	0.01757810	0.0016035		0.0000282
26	SEELIGSON, FRATES	NPRI	0.01757810	0.1231374		0.0021645
27	SEELIGSON, FRATES	NPRI	0.01435550	0.0318665		0.0004575
28	SEELIGSON, FRATES	NPRI	0.01757810	0.0260934		0.0004587
29	SEELIGSON, FRATES	NPRI	0.01435550	0.1503259		0.0021580
30	SEELIGSON, FRATES	NPRI	0.01435550	0.1163759		0.0016706
31	SEELIGSON, FRATES	NPRI	0.01757800	0.0084417		0.0001484
32	SEELIGSON, FRATES	NPRI	0.01757810	0.0897968		0.0015785
33	SEELIGSON, FRATES	NPRI	0.01435550	0.0021324		0.0000306
34	SEELIGSON, FRATES	NPRI	0.01757800	0.0308971		0.0005431
35	SEELIGSON, FRATES	NPRI	0.01757810	0.0088242		0.0001551
TOTAL						0.0133976
17	SILVERSTONE, ROBERT REX	DR	0.00073900	0.0420482		0.0000311
17	STERN, H PETER	DR	0.00044340	0.0420482		0.0000186
27	STONE, BEATRICE P B	NPRI	0.00520830	0.0318665		0.0001660
29	STONE, BEATRICE P B	NPRI	0.00520830	0.1503259		0.0007829
30	STONE, BEATRICE P B	NPRI	0.00520830	0.1163759		0.0006061
33	STONE, BEATRICE P B	NPRI	0.00520830	0.0021324		0.0000111
TOTAL						0.0015661
27	STONE, GROVER S JR	NPRI	0.00138890	0.0318665		0.0000443
29	STONE, GROVER S JR	NPRI	0.00138890	0.1503259		0.0002088
30	STONE, GROVER S JR	NPRI	0.00138890	0.1163759		0.0001616
33	STONE, GROVER S JR	NPRI	0.00138890	0.0021324		0.0000030
TOTAL						0.0004176

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOFD/WELL CUTOFF	UNIT PARTICIPATION
27	STONE, SANDRA J	NPRI	0.00138890	0.0318665	0.0000443
29	STONE, SANDRA J	NPRI	0.00138890	0.1503259	0.0002088
30	STONE, SANDRA J	NPRI	0.00138890	0.1163759	0.0001616
33	STONE, SANDRA J	NPRI	0.00138890	0.0021324	0.0000030
TOTAL					0.0004176
27	STONE, STEVEN L	NPRI	0.00138890	0.0318665	0.0000443
29	STONE, STEVEN L	NPRI	0.00138890	0.1503259	0.0002088
30	STONE, STEVEN L	NPRI	0.00138890	0.1163759	0.0001616
33	STONE, STEVEN L	NPRI	0.00138890	0.0021324	0.0000030
TOTAL					0.0004176
13	SWEENEY, BARBARA	OR	0.02734380	0.0267552	0.0007316
23	TENNECO	RI	0.03125000	0.0002051	0.0000064
24	TENNECO	RI	0.02343750	0.1037733	0.0024322
25	TENNECO	RI	0.02343750	0.0016035	0.0000376
27	TENNECO	RI	0.01171880	0.0318665	0.0003734
28	TENNECO	RI	0.00625000	0.0260934	0.0001631
31	TENNECO	RI	0.02968750	0.0084417	0.0002506
32	TENNECO	OR (PP)	0.00156250	0.0084417	0.0000132
32	TENNECO	RI	0.03750000	0.0897968	0.0033674
18	TENNECO (UV INDUSTRIES)	UNLEASED	0.12500000	0.0005888	0.0000736
18A	TENNECO (UV INDUSTRIES)	UNLEASED	0.12500000	0.0000000	0.0000000
19	TENNECO (UV INDUSTRIES)	UNLEASED	0.12500000	0.0003464	0.0000433
20	TENNECO (UV INDUSTRIES)	RI	0.02343750	0.0000000	0.0000000
21	TENNECO (UV INDUSTRIES)	RI	0.02343750	0.0014065	0.0000330
TOTAL					0.0067937
17	WALSH, JOHN E JR	OR	0.00059120	0.0420482	0.0000249
31	WATTS, DONALD R	OR	0.00520830	0.0084417	0.0000440
32	WATTS, DONALD R	OR	0.00520830	0.0897968	0.0004677
34	WATTS, DONALD R	OR	0.00520830	0.0308971	0.0001609
TOTAL					0.0006726
17	WHITMAN, TANIA C TRUST	OR	0.00073900	0.0420482	0.0000311
12	WINSTON, F S MARITAL TRUST	RI	0.00292960	0.0005594	0.0000016
13	WINSTON, F S MARITAL TRUST	RI	0.00195310	0.0267552	0.0000523
14	WINSTON, F S MARITAL TRUST	RI	0.00195310	0.0001182	0.0000002
15	WINSTON, F S MARITAL TRUST	RI	0.00390630	0.0423152	0.0001653

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
UNIT AGREEMENT

TREROYPART.WRI
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION	
				1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
16	WINSTON, F S MARITAL TRUST	RI	0.00195310	0.0217479	0.0000425
17	WINSTON, F S MARITAL TRUST	RI	0.00292960	0.0420482	0.0001232
18	WINSTON, F S MARITAL TRUST	RI	0.00234380	0.0005888	0.0000014
18A	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0000000	0.0000000
19	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0003464	0.0000010
20	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0000000	0.0000000
21	WINSTON, F S MARITAL TRUST	RI	0.00234380	0.0014065	0.0000033
22	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0234414	0.0000549
23	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0002051	0.0000006
24	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.1037733	0.0003040
25	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0016035	0.0000047
26	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.1231374	0.0003608
27	WINSTON, F S MARITAL TRUST	RI	0.00146480	0.0318665	0.0000467
28	WINSTON, F S MARITAL TRUST	RI	0.00390630	0.0260934	0.0001019
29	WINSTON, F S MARITAL TRUST	RI	0.00146480	0.1503259	0.0002202
30	WINSTON, F S MARITAL TRUST	RI	0.00195310	0.1163759	0.0002273
31	WINSTON, F S MARITAL TRUST	RI	0.00390630	0.0084417	0.0000330
32	WINSTON, F S MARITAL TRUST	RI	0.00390630	0.0897968	0.0003508
33	WINSTON, F S MARITAL TRUST	RI	0.00195310	0.0021324	0.0000042
34	WINSTON, F S MARITAL TRUST	RI	0.00390620	0.0308971	0.0001207
35	WINSTON, F S MARITAL TRUST	RI	0.00292970	0.0088242	0.0000259
TOTAL					0.0022463

12	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0005594	0.0000033
13	WINSTON, FRANCISCA EST TRUST	RI	0.00390630	0.0267552	0.0001045
14	WINSTON, FRANCISCA EST TRUST	RI	0.00390630	0.0001182	0.0000005
15	WINSTON, FRANCISCA EST TRUST	RI	0.00781250	0.0423152	0.0003306
16	WINSTON, FRANCISCA EST TRUST	RI	0.00390630	0.0217479	0.0000850
17	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0420482	0.0002464
18	WINSTON, FRANCISCA EST TRUST	RI	0.00468760	0.0005888	0.0000028
18A	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0000000	0.0000000
19	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0003464	0.0000020
20	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0000000	0.0000000
21	WINSTON, FRANCISCA EST TRUST	RI	0.00468760	0.0014065	0.0000066
22	WINSTON, FRANCISCA EST TRUST	RI	0.00468760	0.0234414	0.0001099
23	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0002051	0.0000012
24	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.1037733	0.0006080
25	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0016035	0.0000094
26	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.1231374	0.0007215
27	WINSTON, FRANCISCA EST TRUST	RI	0.00292970	0.0318665	0.0000934
28	WINSTON, FRANCISCA EST TRUST	RI	0.00781250	0.0260934	0.0002039
29	WINSTON, FRANCISCA EST TRUST	RI	0.00292970	0.1503259	0.0004404
30	WINSTON, FRANCISCA EST TRUST	RI	0.00390630	0.1163759	0.0004546
31	WINSTON, FRANCISCA EST TRUST	RI	0.00781250	0.0084417	0.0000660
32	WINSTON, FRANCISCA EST TRUST	RI	0.00781250	0.0897968	0.0007015
33	WINSTON, FRANCISCA EST TRUST	RI	0.00390630	0.0021324	0.0000083

EXHIBIT "C"
PART III
TRACT & UNIT PARTICIPATION - ROYALTY OWNERSHIP BASIS
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TRACT #	OWNER	TYPE	NET INTEREST	TRACT PARTICIPATION 1 BOPD/WELL CUTOFF	UNIT PARTICIPATION
34	WINSTON, FRANCISCA EST TRUST	RI	0.00781250	0.0308971	0.0002414
35	WINSTON, FRANCISCA EST TRUST	RI	0.00585940	0.0088242	0.0000517
TOTAL					0.0044927
17	WOOD, DONALD S	OR	0.00002460	0.0420482	0.0000010
17	WYMAN, DAVID E JR	OR	0.00036950	0.0420482	0.0000155
12	WYMAN, J T TRUST	RI	0.00292970	0.0005594	0.0000016
13	WYMAN, J T TRUST	RI	0.00195310	0.0267552	0.0000523
14	WYMAN, J T TRUST	RI	0.00195310	0.0001182	0.0000002
15	WYMAN, J T TRUST	RI	0.00390630	0.0423152	0.0001653
16	WYMAN, J T TRUST	RI	0.00195310	0.0217479	0.0000425
17	WYMAN, J T TRUST	RI	0.00292970	0.0420482	0.0001232
18	WYMAN, J T TRUST	RI	0.00234380	0.0005888	0.0000014
18A	WYMAN, J T TRUST	RI	0.00292970	0.0000000	0.0000000
19	WYMAN, J T TRUST	RI	0.00292970	0.0003464	0.0000010
20	WYMAN, J T TRUST	RI	0.00292970	0.0000000	0.0000000
21	WYMAN, J T TRUST	RI	0.00234380	0.0014065	0.0000033
22	WYMAN, J T TRUST	RI	0.00234380	0.0234414	0.0000549
23	WYMAN, J T TRUST	RI	0.00292970	0.0002051	0.0000006
24	WYMAN, J T TRUST	RI	0.00292970	0.1037733	0.0003040
25	WYMAN, J T TRUST	RI	0.00292970	0.0016035	0.0000047
26	WYMAN, J T TRUST	RI	0.00292970	0.1231374	0.0003608
27	WYMAN, J T TRUST	RI	0.00146480	0.0318665	0.0000467
28	WYMAN, J T TRUST	RI	0.00390630	0.0260934	0.0001019
29	WYMAN, J T TRUST	RI	0.00146480	0.1503259	0.0002202
30	WYMAN, J T TRUST	RI	0.00195310	0.1163759	0.0002273
31	WYMAN, J T TRUST	RI	0.00390630	0.0084417	0.0000330
32	WYMAN, J T TRUST	RI	0.00390630	0.0897968	0.0003508
33	WYMAN, J T TRUST	RI	0.00195310	0.0021324	0.0000042
34	WYMAN, J T TRUST	RI	0.00390630	0.0308971	0.0001207
35	WYMAN, J T TRUST	RI	0.00292970	0.0088242	0.0000259
TOTAL					0.0022464
					0.1879721