



#10225

1995 JAN 16 52

State of New Mexico
Commissioner of Public Lands

RAY POWELL, M.S., D.V.M.
COMMISSIONER

310 OLD SANTA FE TRAIL P.O. BOX 1148

SANTA FE, NEW MEXICO 87504-1148

(505) 827-5760
FAX (505) 827-5766

January 22, 1996

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attn: Ms. Mecca Mauritsen

Re: Voluntary Termination
Salt Creek Unit Agreement
Chaves County, New Mexico

Dear Ms. Mauritsen:

We have received your letter of October 16, 1995 wherein, as unit operator of the referenced unit you have requested our approval to voluntarily terminate the Salt Creek Unit. Also attached with your termination request are executed ratifications of over seventy-five percent of the unit working interest owners.


Pursuant to Section 20. EFFECTIVE DATE AND TERM of the unit agreement, the Salt Creek Unit Agreement has this date been terminated, effective December 8, 1995. All future production from former unit wells will now be reported on a lease basis.

Please advise the New Mexico Oil Conservation Division and the Bureau of Land Management of this termination.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: 
LARRY KEHOE, Director
Oil, Gas and Minerals Division
(505) 827-5744
RP/LK/pm

cc: Reader File
OCD-Santa Fe Attn: Roy Johnson
TRD-Santa Fe, Attn: Valdean Severson
BLM-Roswell Attn: Mr. Gary Gourley



10225

RAY POWELL, M.S., D.V.M.
COMMISSIONER

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310 OLD SANTA FE TRAIL P.O. BOX 1148

SANTA FE, NEW MEXICO 87504-1148

(505) 827-5760
FAX (505) 827-5766

SLO REF NO. OG-1361

March 11, 1994

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attn: Ms. Mecca Mauritsen

Re: 1994 Plan of Development
Salt Creek Unit
Chaves County, New Mexico

Gentlemen:

The Commissioner of Public Lands has this date approved the above captioned Plan of Development. Our approval is subject to like approval by all other appropriate agencies.

The possibility of drainage by wells outside of the Unit Area and the need for further development of the unit may exist. You will be contacted at a later date regarding these possibilities.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY B. POWELL, M.S., D.V.M.
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*
FLOYD O. PRANDO, Director
Oil and Gas Division
(505) 827-5744

RBP/FOP/pm
cc: OCD
BLM



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Roswell District Office

P.O. Box 1397

Roswell, New Mexico 88202-1397



IN REPLY
REFER TO:

NMNM 84626X
3180 (065)

CERTIFIED MAIL--RETURN RECEIPT REQUESTED
P 369 821 925

MAR 02 1993

Yates Petroleum Corporation
105 S. Fourth Street
Artesia, NM 88210

Re: Request a Commercial Well Determination on your Salt Creek Unit No. 5
located 660' FNL & 660' FWL in Sec. 21, T. 8 S., R. 22 E., Chaves County,
New Mexico

Gentlemen:

A review of our records indicates that your Salt Creek Unit No.5 located in Sec. 21, T. 8 S., R. 22 E., Chaves County, New Mexico, has been completed and is producing from the West Pecos Slope Abo. Pursuant to the unit agreement, you are required to submit information as to whether or not this is a commercial well and entitled to a participating area. As of this date, we have not received this information. Please submit the required information within 60 days from the receipt of this letter.

If you have any questions, please contact Gary Gourley at the Division of Minerals at (505) 622-9042.

Sincerely,

(ORIG. SGN.) ARMANDO A. LOPEZ

Armando A. Lopez
Assistant District Manager,
Minerals

cc:
Commissioner of Public Lands (P. Martinez)
MMS, Denver (3240)
NMOCD



State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

RAY B. POWELL
COMMISSIONER

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

June 22, 1993

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attention: Ms. Debbie Elrod

Re: Ratifications & Joinders
Salt Creek Unit
Chaves County, New Mexico

Dear Ms. Elrod:

We are in receipt of your letters of June 10, 1993, and of June 14, 1993, where you submitted six executed subsequent ratifications and joinders to Federal Leases NM-90488 (Tract 38), NM-90487 (Tract 16), NM-90489 (Tract 17), NM-90490 (Tract 37), and NM-90491 (Tract 18) to the Salt Creek Unit Agreement. These instruments were executed by M. J. Harvey, Jr. and Randy G. Patterson, Attorney-in-fact for Yates Petroleum Corporation, Yates Drilling Company, Abo Petroleum Corporation and Myco Industries, Inc., the lessees of record for the above leases.

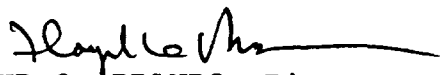
Pursuant to Section 28 of the Salt Creek Unit Agreement, Tracts 16, 17, 18, 37 (formerly 109) and 38, are fully committed to the unit and are hereby approved by the the New Mexico State Land Office.

We are also in receipt of revised Exhibits "A" & "B". These exhibits, ratifications and joinders are accepted for record purposes.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY B. POWELL
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
RBP/FOP/pm
cc: Reader File
OCD



RAY B. POWELL
COMMISSIONER

State of New Mexico
OFFICE OF THE
Commissioner of Public Lands
Santa Fe

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

August 5, 1993

Yates Petroleum Corporation
105 South 4th Street
Artesia, New Mexico 88210

Attention: Ms. Mecca Mauritsen

Re: ABO Participating Area
Salt Creek Unit
Chaves County, New Mexico

Dear Ms. Mauritsen:

The Bureau of Land Management has notified this office that the Abo Participating Area for the Salt Creek Unit, Chaves County, New Mexico, has been approved. Please be advised that the Commissioner of Public Lands concurs with the Bureau of Land Management and has this date also approved your application for the above mentioned participating area.

The Abo Participating Area is based upon the successful completion of the Salt Creek Unit Well #5 and is described as the NW $\frac{1}{4}$ of Section 21-8S-22E containing 160.00 acres and is effective as July 13, 1993.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

RAY B. POWELL
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando* for *F. O. Prando*
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
RBP/FOP/pm
cc: Reader File
OCD
BLM
TRD

MARTIN YATES, III
1912 - 1985
FRANK W. YATES
1936 - 1986



105 SOUTH FOURTH STREET
ARTESIA, NEW MEXICO 88210
TELEPHONE (505) 748-1471

S. P. YATES
CHAIRMAN OF THE BOARD
JOHN A. YATES
PRESIDENT
PEYTON YATES
EXECUTIVE VICE PRESIDENT
RANDY G. PATTERSON
SECRETARY
DENNIS G. KINSEY
TREASURER

December 13, 1992

#10225

Oil Conservation Division
P.O. Box 2088
Santa Fe, New Mexico 87504-2088

Re: Salt Creek Unit
Chaves County, New Mexico

Gentlemen:

Please find enclosed revised Exhibit "B" to captioned unit for your files.

Thank you.

Very truly yours,

YATES PETROLEUM CORPORATION


Bonnie Lynn Floore
Land Technician

blf
enclosures

AMENDED EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 1

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	
1.	T7S-R22E Sec. 8: All Sec. 9: All Sec. 10: All Sec. 17: All	2,560.00	NM-36707 9-1-89	USA 12.5%	Yates Petroleum Corporation, et al	Public Lands Exploration 9% Inc.	Abo Petroleum Corporation Bechtel Energy Partners, Inc. Myco Industries, Inc. Rault Petroleum Scott, George L. & Sharon W. Sequoia Associated, Ltd. Texaco, Inc. Yates Petroleum Corporation Yates Drilling Company	.03683008% .04531250% .03683008% .21875000% .00062500% .03275000% .11328120% .47879106% <u>.03683008%</u> 1.00000000%
2	T7S-R22E Sec. 14: All Sec. 15: All Sec. 22: All Sec. 23: All	2,560.00	NM-36702 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation	100.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 2

Fract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
3.	T7S-R22E Sec. 27: N/2NE/4, NW/4, N/2SW/4, E/2SE/4 Sec. 28: NE/4, N/2NW/4, SW/4NW/4, SW/4, NE/4SE/4, SW/4SE/4 Sec. 29: All Sec. 31: Lots 1 thru 4, E/2W/2, E/2	2,213.28	NM-36711 3-1-91	USA 12.5%	Yates Petroleum Corporation	Public Lands Exploration Inc. 8.25%	Yates Petroleum Corporation 100.00000000%
4.	T7S-R22E Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1,3,4, E/2W/2, E/2 Sec. 30: Lots 1-4, E/2W/2, E/2	2,555.28	NM-36712 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 3

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
5.	T7S-R22E Sec. 3: Lots 1 thru 4, S/2N/2, S/2 Sec. 4: Lots 1-4, S/2N/2, W/2SW/4, SE/4SW/4, SE/4 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 6: Lots 1-7, S/2NE/4 SE/NW/4, E/2SW/4, SE/4	2,537.62	NM-36713 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%
6.	T8S-R22E Sec. 4: Lots 1 thru 4, S/2N/2, S/2 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 8: All Sec. 9: All	2,559.48	NM-36722 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

(Revised - 6-15-92)

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
7.	T8S-R22E Sec. 6: Lots 1 thru 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4 E/2W/2, E/2 Sec. 19: Lots 1,2, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4	2,414.72	NM-36723 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation -100%
8.	T8S-R22E Sec. 20: All Sec. 21: All Sec. 17: W/2 Sec. 17: E/2	1,920.00	NM-36724 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation -100% Yates Petroleum Corporation - 50% ANR Production Company - 50%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
9.	T6S-R21E Sec. 26: All Sec. 27: All Sec. 30: Lots 4, 5, 12, 13, 17, 18, 19, 20, E/2 Sec. 31: Lots 4, 5, 12, 13, 18, 19, 20, E/2	2,520.00	NM-36883 3-1-91	USA 12.5%	John A. Yates	None	<p>Marico Exploration, Inc. .02784843%</p> <p>Myco Industries, Inc. .02849726%</p> <p>Price, Lester J. .09060527%</p> <p>Price, Cynthia Ann Yates .00674613%</p> <p>Yates, Jo Ann .15869603%</p> <p>Yates, Peggy A. .11666389%</p> <p>Yates, Estelle H. .06551314%</p> <p>Yates, Lillie M. Estate .10667454%</p> <p>Yates, John A. Jr. .04032499%</p> <p>Yates, Drilling Company .12172038%</p> <p>Yates, S. P. .05397310%</p> <p>Yates, John A. .07730725%</p> <p>Yates, Judy H. Sole & Separate Property .00930466%</p> <p>Yates, Peyton Sole & Separate Property .03701607%</p> <p>Yates, Richard .01875907%</p> <p>Yates, Martin III Estate .04034979%</p> <p><u>1.00000000%</u></p>

EXHIBIT B

SALT CREEK UNIT AREA

Chaves County, New Mexico

Page 6

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	Interest
10.	T6S-R21E Sec. 20: All Sec. 24: All Sec. 28: All Sec. 29: All	2,560.00	NM-36884 3-1-91	USA 12.5%	John A. Yates	None	Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate	.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% .04034979% 1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
11.	T6S-R21E Sec. 8: All Sec. 9: All Sec. 10: All Sec. 17: All	2,560.00	NM-36885 3-1-91	USA 12.5%	John A. Yates	None	Marico Exploration, Inc. .02784843% Myco Industries, Inc. .02849726% Price, Lester J. .09060527% Price, Cynthia Ann Yates .00674613% Yates, Jo Ann .15869603% Yates, Peggy A. .11666389% Yates, Estelle H. .06551314% Yates, Lillie M. Estate .10667454% Yates, John A. Jr. .04032499% Yates Drilling Company .12172038% Yates, S. P. .05397310% Yates, John A. .07730725% Yates, Judy H. Sole & Separate Property .00930466% Yates, Peyton Sole & Separate Property .03701607% Yates, Richard .01875907% Yates, Martin III Estate .04034979% <u>1.00000000%</u>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
12.	T7S-R21E Sec. 26: All Sec. 27: E/2, E/2W/2 Sec. 28 E/2NW/4, W/2NE/4 Sec. 34: E/2, NW/4, N/2SW/4, SE/4SW/4 Sec. 35: All	2,520.00	NM-36886 3-1-91	USA 12.5%	John A. Yates	None	Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate .02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% .04034979% 1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
16	T7S-R21E Sec. 1: Lots 1,2,3,4, S/2N/2, S/2 Sec. 3: Lots 1,2,3,4, S/2 Sec. 11: N/2, SW/4, W/2SE/4, SE/4SE/4 Sec. 12: N/2 Sec. 21: E/2, E/2W/2	2,519.13	NM-36888 3-1-91	USA 12.5%	John A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p>
							<p>.02784843%</p> <p>.02849726%</p> <p>.09060527%</p> <p>.00674613%</p> <p>.15869603%</p> <p>.11666389%</p> <p>.06551314%</p> <p>.10667454%</p> <p>.04032499%</p> <p>.12172038%</p> <p>.05397310%</p> <p>.07730725%</p> <p>.00930466%</p> <p>.03701607%</p> <p>.01875907%</p> <p>.04034979%</p> <p>1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
15	T8S-R21E Sec. 24: SW/4 Sec. 28: NW/4, S/2 Sec. 29: All Sec. 30: Lots 4, 5, 12, 13, 17, 18, 19, 20, E/2 Sec. 31: Lots 4, 5, 12, 13, 17, 18, 19, 20, E/2	2,560.00	NM-36891 3-1-91	USA 12.5%	John A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p> <p>.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
1	T7S-R21E Sec. 28: E/2SW/4, W/2SE/4 Sec. 33: W/2E/2, E/2NW/4, SW/4NW/4, SW/4 T8S-R21E Sec. 3: Lots 1,2,4, S/2NW/4, N/2S/2	959.48	NM-38011 3-1-91	Mitchell Energy Corporation Kaiser Energy Inc. - 50%	- 50% - 50%	Mitchell Energy Corporation Kaiser Energy Inc. - 50% - 50%
17.	T8-S-R21E Sec. 7: Lot 19	40.00	NM-38012 3-1-91	Mitchell Energy Corporation Kaiser Energy Inc. - 50%	- 50% - 50%	Mitchell Energy Corporation Kaiser Energy Inc. - 50% - 50%
1	T8S-R21E Sec. 24: NE/4NE/4, W/2SE/4, W/2NW/4 W/2NW/4, W/2NW/4 Sec. 27: E/2, SW/4	680.00	NM-38014 3-1-91	USA 12.5% Mitchell Energy Corporation Kaiser Energy, Inc. - 50%	- 50%	Mitchell Energy Corporation Kaiser Energy Inc. - 50% - 50%
19.	T8S-R22E Sec. 3: Lots 1-4 S/2N/2, S/2 Sec. 10: All	1,280.12	NM-36721 4-1-91	USA 12.5% Yates Petroleum Corporation -100%	- 100%	Yates Petroleum Corporation - 100.00%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
20.	T8S-R22E Sec. 15: N/2SW/4, N/2SE/4, SE/4SE/4, N/2, S/2SW/4 Sec. 22: SW/4NE/4, W/2, SE/4	1,120.00	NM-36725 4-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 100.00%
21.	T6S-R21E Sec. 6: Lots 13, 14 Sec. 7: Lots 2, 4, 5, 7, 12, 17, 18, 19, E/2 Sec. 18: Lots 4, 5, 17, 18, E/2 Sec. 19: Lots 1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 20 Sec. 30: Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16	2,293.14	NM-37505 4-1-91	USA 12.5%	Peggy A. Yates	None	Yates Petroleum Corporation - 100.00%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
22.	T6S-R21E Sec. 19: E/2 Sec. 31: Lots 1,2,3,6,7, 8,9,10,11 Sec. 33: S/2N/2, S/2 Sec. 34: S/2N/2, S/2 Sec. 35: S/2N/2, S/2	2,169.80	NM-37506 4-1-91	USA 12.5%	Peggy A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p> <p>.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> 1.00000000%</p>

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SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	Interest
23.	T6S-R21E Sec. 1: Lots 5-15 Sec. 11: W/2, W/2NE/4, NW/4SE/4 Sec. 12: E/2, N/2NW/4, E/2SW/4 Sec. 13: NW/4NE/4, E/2W/2, S/2NE/4, E/2W/2, SW/4SW/4, SE/4 Sec. 14: NW/4, N/2SW/4, SW/4SW/4, SE/4SE/4, Sec. 23: N/2NE/4, SE/4NE/4, NW/4NW/4, NW/4SW/4, NE/4SE/4, S/2S/2	2,463.63	NM-37509 4-1-91	USA 12.5%	Peggy A. Yates	None	Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates, Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate	.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> <u>1.00000000%</u>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	
24.	T6S-R21E	2,430.38	NM-37510	USA	Peggy A. Yates	None	Marico	.02784843%
	Sec. 3:		4-1-91	12.5%			Exploration, Inc.	
	Lots 1,2,3,4,S/2						Myco Industries, Inc.	.02849726%
	Sec. 4:						Price, Lester J.	.09060527%
	Lots 1,2, SE/4						Price, Cynthia	
	S/2SW/4, SE/4						Ann Yates	.00674613%
	Sec. 15:						Yates, Jo Ann	.15869603%
	E/2, E/2W/2,						Yates, Peggy A.	.11666389%
	NW/4NW/4						Yates, Estelle H.	.06551314%
	Sec. 21:						Yates, Lillie M.	
	S/2N/2, S/2						Estate	.10667454%
	Sec. 22:						Yates, John A. Jr.	.04032499%
	N/2NE/4, NE/4NW/4,						Yates Drilling	
	S/2SW/4, SE/4,						Company	.12172038%
	NE/4SW/4						Yates, S. P.	.05397310%
	Sec. 25: N/2						Yates, John A.	.07730725%
							Yates, Judy H.	
							Sole & Separate	
							Property	.00930466%
							Yates, Peyton	
							Sole & Separate	
							Property	.03701607%
							Yates, Richard	.01875907%
							Yates, Martin III	
							Estate	.04034979%
								<u>1.00000000%</u>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
25.	T6S-R21E Sec. 31: Lot 17 T7S-R21E Sec. 4: Lots 1, 4 E/2SE/4 Sec. 6: Lots 1-3, 7 Lots 14-22, S/2NE/4, SE/4 Sec. 7: Lots 1 thru 13, 15, 16, 17, 20, N/2NE/4, SE4NE/4, E/2SE/4, SW/4SE/4 Sec. 9: E/2E/2 Sec. 18: E/2	2,476.05	NM-38378 7-1-91	USA 12.5%	Estelle H. Yates	None	<p>Marico Exploration, Inc. .02784843%</p> <p>Mycos Industries, Inc. .02849726%</p> <p>Price, Lester J. .09060527%</p> <p>Price, Cynthia Ann Yates .00674613%</p> <p>Yates, Jo Ann .15869603%</p> <p>Yates, Peggy A. .11666389%</p> <p>Yates, Estelle H. .06551314%</p> <p>Yates, Lillie M. Estate .10667454%</p> <p>Yates, John A. Jr. Yates Drilling Company .04032499%</p> <p>Yates, S. P. .12172038%</p> <p>Yates, John A. .05397310%</p> <p>Yates, Judy H. .07730725%</p> <p>Sole & Separate Property .00930466%</p> <p>Yates, Peyton Sole & Separate Property .03701607%</p> <p>Yates, Richard Yates, Martin III Estate .01875907%</p> <p><u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
27.	T8S-R21E Sec. 26: NE/4NE/4, W/2E/2, W/2	520.00	NM-38380 9-1-91	USA 12.5%	Peggy A. Yates	None	Marico Exploration, Inc. .02784843% Myco Industries, Inc. .02849726% Price, Lester J. .09060527% Price, Cynthia Ann Yates .00674613% Yates, Jo Ann .15869603% Yates, Peggy A. .11666389% Yates, Estelle H. .06551314% Yates, Lillie M. Estate .10667454% Yates, John A. Jr. .04032499% Yates Drilling Company .12172038% Yates, S. P. .05397310% Yates, John A. Yates, Judy H. .07730725% Sole & Separate Property .00930466% Yates, Peyton Sole & Separate Property .03701607% Yates, Richard Yates, Martin III Estate .01875907% .04034979% 1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
28.	T7S-R21E Sec. 10: All Sec. 15: All Sec. 22: All	1,920.00	NM-36889 9-1-91	USA 12.5%	John A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates, Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p> <p>.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
29.	T7S-R21E Sec. 23: All	640.00	NM-36892 9-1-91	USA 12.5%	John A. Yates	None	<div>Marico</div> <div>Exploration, Inc.</div> <div>Myco Industries, Inc.</div> <div>Price, Lester J.</div> <div>Price, Cynthia</div> <div>Ann Yates</div> <div>Yates, Jo Ann</div> <div>Yates, Peggy A.</div> <div>Yates, Estelle H.</div> <div>Yates, Lillie M.</div> <div>Estate</div> <div>Yates, John A. Jr.</div> <div>Yates, Drilling Company</div> <div>Yates, S. P.</div> <div>Yates, John A.</div> <div>Yates, Judy H.</div> <div>Sole & Separate Property</div> <div>Yates, Peyton</div> <div>Sole & Separate Property</div> <div>Yates, Richard</div> <div>Yates, Martin III</div> <div>Estate</div> <div>.02784843%</div> <div>.02849726%</div> <div>.09060527%</div> <div>.00674613%</div> <div>.15869603%</div> <div>.11666389%</div> <div>.06551314%</div> <div>.10667454%</div> <div>.04032499%</div> <div>.12172038%</div> <div>.05397310%</div> <div>.07730725%</div> <div>.00930466%</div> <div>.03701607%</div> <div>.01875907%</div> <div><u>.04034979%</u></div> <div><u>1.00000000%</u></div>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & USA	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	Working Interest
30.	T8S-R21E	9,999.09	NM-42554 9-1-91	12.5%	Judy Yates	None	Marico	.02784843%
	Sec. 1:						Exploration, Inc.	.02849726%
	Lots 1,2,3,4,						Myco Industries, Inc.	.09060527%
	SE/4NW/4, S/2,						Price, Lester J.	.00674613%
	S/2NE/4						Price, Cynthia	.15869603%
	Sec. 4:						Ann Yates	.11666389%
	Lots 1,2,3,4,						Yates, Jo Ann	.06551314%
	S/2N/2, S/2 (All)						Yates, Peggy A.	.10667454%
	Sec. 5:						Yates, Estelle H.	.04032499%
	Lots 2,3,4,						Yates, Lillie M.	.12172038%
	SW/4NE/4, S/2NW/4,						Estate	.05397310%
	W/2SE/4, N/2SW/4						Yates, John A. Jr.	.07730725%
	Sec. 6: E/2SE/4						Yates, Drilling Company	.00930466%
	Sec. 7:						Yates, S. P.	.03701607%
	Lots 12,13,18,20						Yates, John A.	.01875907%
	SW/4NE/4, SE/4						Yates, Judy H.	.04034979%
	Sec. 8: S/2						Sole & Separate Property	1.00000000%
	Sec. 9: All						Yates, Richard	
	Sec. 10: All						Yates, Martin III	
	Sec. 11: All						Estate	
	Sec. 12: E/2, N/2NW/4,							
	SE/4NW/4, SW/4							
	Sec. 13: E/2, E/2SW/4,							
	SW/4SW/4, NW/4							
	Sec. 14: All							
	Sec. 15: NE/4, SW/4,							
	NE/4SE/4, S/2SE/4							
	Sec. 17: E/2, NW/4							
	Sec. 18: NE/4							
	Sec. 19: Lots 4,5,							
	17,18, NE/4							
	Sec. 20: E/2, NW/4,							
	E/2SW/4							
	Sec. 21: All							
	Sec. 22: N/2NE/4,							
	SW/4NE/4, NW/4, S/2							
	Sec. 23: All							

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
31.	T7S-R21E Sec. 13: All Sec. 14: All	1280.00	NM-86868 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.
32.	T7S-R21E Sec. 24: All Sec. 25: All	1280.00	NM-86869 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.
33.	T7S-R22E Sec. 11: S/2, S/2N/2, NW/4NE/4, N/2NW/4	600.00	NM-86091 4-1-96	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.
34.	T7S-R22E Sec. 20: All Sec. 21: All	1280.00	NM-86881 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
35.	T7S-R22E Sec. 26: S/2NE/4, SE/4NW/4, S/2 Sec. 35: All	1080.00	NM-86882 6-30-97	USA 1/8th	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%	Yates Petroleum Corporation- 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
36.	T7S-R22E Sec. 33: All Sec. 34: All	1280.00	NM-86883 6-30-97	USA 1/8th	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%	Yates Petroleum Corporation- 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
37.	T6S-R21E Sec. 2: Lots 1,2,3,4, S/2 Sec. 6: Lots 8, 15, S/2SE/4	610.49	LH-459-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Children's Trust Fund - 50%
38.	T6S-R21E Sec. 7: Lots 1,3,6, 8,9,10,11,13,14,15 16,20 Sec. 11: E/2E/2, SW/4SE/4 Sec. 14: N/2NE/4, SW/4NE/4, NW/4SE/4 Sec. 15: SW/4NW/4, W/2SW/4	1,028.25	LH-460-1 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Children's Trust Fund - 50%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
39.	Delete					
40.	T6S-R21E Sec. 16: All	640.00	LH-461-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Childrens Trust Fund - 50%
41.	T6S-R21E Sec. 18: Lots 1,2,3,6,7,8,9,10, 11,12,13,14,15,16,19,20 Sec. 21: N/2N/2 Sec. 22: NW/4NW/4	908.08	LH-462-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Childrens Trust Fund - 50%
42.	T6S-R21E Sec. 32: All Sec. 35: N/2N/2	800.00	LH-463-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Childrens Trust Fund - 50%
43.	T6S-R21E Sec. 36: All	640.00	LH-464-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation - 50% McKay Childrens Trust Fund - 50%
44.	T7S-R21E Sec. 2: Lots 1,2,3,4 S/2N/2, S/2	639.05	V-3666 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
45.	T7S-R21E Sec. 3: S/2N/2	160.00	V-3667 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
46.	T7S-R21E Sec. 4: SE/4NE/4, SW/4NW/4	80.00	V-3668 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
47.	T7S-R21E Sec. 5: SE/4NE/4	40.00	V-3669 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
48.	T7S-R21E Sec. 7: Lots 14, 18, 19, NW/4SE/4, SW/4NE/4	200.00	V-3670 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
49.	T7S-R21E Sec. 12: NE/4SE/4	40.00	V-3671 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
50.	T7S-R21E Sec. 16: All	640.00	V-3672 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
51.	T7S-R21E Sec. 18: Lot 5	40.00	V-3673 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
52.	T7S-R21E Sec. 19: Lot 3, 11, 13, 14, 15, 16, 20, S/2SE/4	375.78	V-3674 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
53.	T7S-R21E Sec. 21: W/2W/2	160.00	V-3675 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
54.	T7S-R21E Sec. 28: W/2W/2	160.00	V-3676 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
55.	T7S-R21E Sec. 30: Lots 2, 6, 7, 9, 10, 13, 14, 15, 16, 20, E/2NE/4, S/2SE/4	591.28	V-3677 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & State of New Mexico	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	Interest
56.	T7S-R21E Section 30: W/2NE	80.00	V-3678 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
57.	T7S-R21E Sec. 31: Lots 1,2,3,4, 5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,20, E/2	1,181.98	V-3679 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
58.	T7S-R21E Sec. 32: All	640.00	V-3680 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
59.	T7S-R21E Sec. 33: NW/4NW/4, E/2E/2	200.00	V-3681 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
60.	T7S-R21E Sec. 36: All	640.00	V-3764 7-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 70% - 10% - 10% - 10%
61.	T7S-R22E Sec. 4: NE,4SW/4	40.00	V-3683 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
62.	T7S-R22E Sec. 19: Lot 2	42.32	V-3684 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
63.	T7S-R22E Sec. 26: W/2NW/4, NE/4NW/4, N/2NE/4	200.00	LG-8805	State of New Mexico 12.5%	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 100%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
64.	T7S-R22E Sec. 27: S/2NE/4, W/2SE/4, S/2SW/4	240.00	V-3685 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
65.	T7S-R22E Sec. 28: SE/4NW/4, SE/4SE/4, NW/4SE/4	120.00	V-3686 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
66.	T7S-R22E Sec. 32: All	640.00	V-3687 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
67.	T8S-R21E Sec. 1: SW/4NW/4 Sec. 12: SW/4NW/4	80.00		State of New Mexico	Unleased	
68.	T8S-R21E Sec. 2: Lots 1,2,3, 4, S/2N/2, S/2(A11)	640.24	V-3838 10-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
69.	T8S-R21E Sec. 3: Lot 3, S/2NE/4, S/2S/2	279.80	V-3688 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
70.	T8S-R21E Sec. 5: Lot 1, SE/4NE/4, S/2SW, E/2SE	239.81	V-3689 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
71	T8S-R21E Sec. 8: N/2N/2, SE/4NE/4	200.00	V-3691 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
72.	T8S-R21E Sec. 7: SE/4NE/4	40.00	V-3690 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
73.	T8S-R21E Sec. 8: SW/4NE/4, S/2NW	120.00	V-3692 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
74.	T8S-R21E Sec. 13: NW/4SW/4	40.00	V-3693 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
75.	T8S-R21E Sec. 24: NW/4NE/4, S/2NE/4, E/2NW/4, E/2SE/4	280.00	V-3696 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
76a	T8S-R21E Sec. 15: NW/4SE/4	40.00	V-3694 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
76b	T8S-R21E Sec. 16: All	640.00	V-3695 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	State of New Mexico	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
77.	T8S-R21E Sec. 26: SE/4NE/4, E/2SE/4	120.00	V-3697 5-1-96		1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
78.	T8S-R22E Sec. 16: E/2 Sec. 16: W/2	640.00	LG-9152 1-1-91 HBP		12.5%	ANR Production Company	ANR Production Company ANR Production Company Yates Petroleum Corporation	-100% - 50% - 50%
79.	T7S-R21E Sec. 34: SW/4SW/4	40.00	V-3682 5-1-96		1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
80.	T8S-R22E Sec. 19: Lots 3,4, E/2SW/4, SW/4SE/4	208.84				Unleased		
81.	T7S-R22E Sec. 16: All	640.00	V-3122 10-31-94		16.67%	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 70% - 10% - 10% - 10%

EXHIBIT B
SALT CREEK UNIT
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
82	T6S-R21E Sec. 1: SW/4SE/4	40.00	Fee	J. M. McKnight et al	Unleased		
83.	T6S-R21E Sec. 4: Lots 3,4, N/2SW/4	131.61	Fee	W.W. McDaniel, Jr. W.W. McDaniel	Unleased		
84.	T6S-R21E Sec. 5: Lots 1,2, 3,4, N/2S/2, S/2S/2	427.14	Fee	W.W. McDaniel, Jr. W.W. McDaniel	Unleased		
85.	T6S-R21E Sec. 6: Lots 1 thru 7, 9,10,11,12,16,17	522.96	Fee	H.W. Eppers W.H. Johnson	Unleased Unleased		
86.	T6S-R21E Sec. 12: W/2SW/4, S/2NW/4 Sec. 13: W/2NW/4, NW/4SW/4, NE/4NE/4 Sec. 14: SE/4NE/4, NE/4SE/4, SW/4SE/4, SE/4SW/4	480.00	Fee	Gladys and J.M. McKnight, et al	Unleased		
37.	T6S-R21E Sec. 19: Lots 4,5,6,11,12, 17,18,19	320.00	Fee 5-5-91	Alice Morrison	Rio Petrol, et al		Rio Petrol, et al - 100%
38.	T6S-R21E Sec. 22: S/2N/2, NW/4SW/4	200.00	Fee	W. R. McKnight	Unleased		

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & J. M. McKnight	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
89	T6S-R21E Sec. 23: NE/4NW/4, SW/4NW/4	80.00	Fee		Unleased		
90.	T6S-R21E Sec. 23: SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4	160.00	Fee 4-8-91			Stevens Oil Company, et al	Stevens Oil Company, et al
91.	T6S-R21E Sec. 25: S/2	320.00	Fee	W. R. McKnight	Unleased		
92.	T6S-R21E Sec. 31: Lots 14, 15,16	68.79	Fee	Betty and T. I. Corn Barb and Norman Patterson	Unleased		
93.	T6S-R21E Sec. 33: N/2N/2	160.00	Fee	Betty and T. I. Corn Barb and Norman Patterson	Unleased		
94.	T6S-R21E Sec. 34: N/2N/2	160.00	Fee	B. W. Dinwiddie et al C. A. and M. S. Stevenson	Unleased		

EXHIBIT B
To Unit Agreement
SALT CREEK UNIT
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
102.	T7S-R21E Sec. 28: E/2NE/4	80.00	Fee	C. A. and M. S. Stevenson	Unleased	
103.	T7S-R21E Sec. 28: E/2SE/4	80.00	Fee	F. B. Corn	Unleased	
104.	T7S-R21E Sec. 29: S/2	320.00	Fee	E. M. Scott	Unleased	
105.	T7S-R22E Sec. 11: NE/4NE/4	40.00	Fee	Mrs. A. C. Williams, et al	Unleased	
106.	T8S-R21E Sec. 15: NW/4	160.00	Fee	Childress Ranch et al	Unleased	
107.	T8S-R21E Sec. 17: SW/4	160.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
108.	T8S-R21E Sec. 18: SE/4	160.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
109.	T8S-R21E Sec. 19: Lots 19, 20, SE/4	280.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
110.	T8S-R21E Sec. 20: W/2SW/4	80.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	

EXHIBIT B

To Unit Agreement
SALT CREEK UNIT
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Childress Ranch et al	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
111.	T8S-R21E Sec. 22: SE/4NE/4	40.00	Fee		Unleased		
112.	T8S-R21E Sec. 27: NW/4	160.00	Fee	G. W. Fairchild Hellen F. Addington	Unleased		
113.	T8S-R21E Sec. 28: NE/4	160.00	Fee	G. W. Fairchild Hellen F. Addington	Unleased		
114.	T8S-R22E Sec. 15: SW/4SE/4 Sec. 22: N/2NE/4, SE/4NE/4	160.00	Fee	R. W. Corn et al	Unleased		
115.	T8S-R21E Sec. 19: Lots 12 & 13	80.00	Fed	U.S.A.	Unleased		
RECAPITULATION							
		75,335.80		ACRES FEDERAL LANDS LEASED	-	76.67827%	OF UNIT AREA
		80.00		ACRES UNLEASED FEDERAL LANDS	-	.08143%	OF UNIT AREA
		15,737.08		ACRES STATE LANDS LEASED	-	16.01751%	OF UNIT AREA
		288.84		ACRES UNLEASED STATE LANDS	-	.29399%	OF UNIT AREA
		480.00		ACRES FEE LANDS LEASED	-	.48855%	OF UNIT AREA
		6,327.50		ACRES UNLEASED FEE LANDS	-	6.44025%	OF UNIT AREA
		98,249.22		TOTAL ACRES ALL LANDS	-	100.00000%	OF UNIT AREA



JIM BACA
COMMISSIONER

#10225

State of New Mexico
OFFICE OF THE
Commissioner of Public Lands
Santa Fe

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

November 4, 1991

Yates Petroleum Corporation
Attn: Ms. Mecca Mauritsen
105 South Fourth Street
Artesia, New Mexico 88210

Re: Commercial Well Determination
Salt Creek Unit Well No. 2
SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 1-8S-21E
Chaves County, New Mexico

Dear Ms. Mauritsen:

This office is in receipt of your letter of October 11, 1991 together with information relating to the commercial well determination of the Salt Creek Unit Well No. 2.

The Bureau of Land Management by their letter of October 30, 1991 has advised this office that the above mentioned well is noncommercial and will not receive a participating area. Please be advised that the Commissioner of Public Lands concurs with the Bureau of Land Management's decision that the Salt Creek Unit Well No. 2 is non commercial.

If you have any questions regarding this matter please do not hesitate to contact us.

Sincerely,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.
cc: Reader File
OCD - David Catanach
BLM - Roswell

?



JIM BACA
COMMISSIONER

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

April 15, 1992

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attn: Ms. Janet Richardson

Re: Salt Creek Unit
Subsequent Joinders
Lease Nos. V-3666 thru V-3697
Chaves County, New Mexico

RECEIVED

APR 16 1992

OIL CONSERVATION DIVISION

Dear Ms. Richardson:

This office is in receipt of your letter of March 31, 1992, wherein, Yates Petroleum Corporation has requested this office to reconsider the Subsequent Joinder of Lease Nos. V-3666 through V-3697 to the Salt Creek Unit Agreement. In your letter you advised the Commissioner that during the pre-unitization meeting, it was discussed that you intended to commit the leases to the unit if you purchased them. We would like to point out that unleased tracts within an approved unit agreement which are then leased at a later point in time following the effective date, are not automatically committed to the unit agreement by the mere fact that they are included within the unit boundaries. Any tract not committed prior to final approval can only be committed to the unit under the subsequent joinder provisions of the unit agreement.

Since Yates Petroleum Corporation is the record title owner of the above mentioned leases, please be advised that we have no objections to your proposal to commit the above mentioned leases to the Salt Creek Unit Agreement.

When applying for approval of the above subsequent joinders you will be required to comply with all the provisions under Section 28 of the Salt Creek Unit. The effective date of subsequent joinder to this agreement shall be effective as of the date of filing with the AO, the Land Commissioner and the Division of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement. You will also be required to submit revised copies of Exhibits "A" and "B".

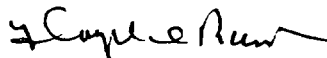
Inasmuch as this unit agreement contains Federal and Fee land, we are sending a copy of this letter to the Bureau of Land Management and the New Mexico Oil Conservation Division. Our approval to your proposed request will be subject to like approval by the Bureau of Land Management and the New Mexico Oil Conservation Division.

Yates Petroleum Corporation
Salt Creek Unit
April 15, 1992
Page 2

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.
cc: Reader File
NMOCD - Santa Fe



State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

JIM BACA
COMMISSIONER

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

July 16, 1992

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attn: Ms. Bonnie Lynn Floore

Re: Subsequent Joinders
Salt Creek Unit
Chaves County, New Mexico

This office is in receipt of your letter of June 18, 1992 together with Revised Exhibits "A" and "B" and the Subsequent Joinder Ratifications to commit State Tract Nos. 44 thru 62, 64 thru 66, 68 thru 77 and 79 to the Salt Creek Unit Agreement.

Pursuant to Section 28 of the Salt Creek Unit Agreement, please be advised that the Subsequent Ratifications and Joinders of the Unit Agreement and Unit Operating Agreement from Yates Petroleum Corporation, Yates Drilling Company, ABO Petroleum Corporation and MYCO Industries, Inc. are hereby accepted and the above tracts are now considered committed to the Salt Creek Unit Agreement effective June 22, 1992 being the date filed.

This action is subject to like approval by the New Mexico Oil Conservation Division and the Bureau of Land Management.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 

FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.

cc: Reader File
OCD
BLM-Roswell





State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

JIM BACA
COMMISSIONER

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

July 16, 1992

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attn: Ms. Bonnie Lynn Floore

Re: Subsequent Joinders
Salt Creek Unit
Chaves County, New Mexico

This office is in receipt of your letter of June 18, 1992 together with Revised Exhibits "A" and "B" and the Subsequent Joinder Ratifications to commit State Tract Nos. 44 thru 62, 64 thru 66, 68 thru 77 and 79 to the Salt Creek Unit Agreement.

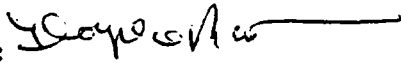
Pursuant to Section 28 of the Salt Creek Unit Agreement, please be advised that the Subsequent Ratifications and Joinders of the Unit Agreement and Unit Operating Agreement from Yates Petroleum Corporation, Yates Drilling Company, ABO Petroleum Corporation and MYCO Industries, Inc. are hereby accepted and the above tracts are now considered committed to the Salt Creek Unit Agreement effective June 22, 1992 being the date filed.

This action is subject to like approval by the New Mexico Oil Conservation Division and the Bureau of Land Management.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: 

FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.

cc: Reader File
OCD
BLM-Roswell



0-28

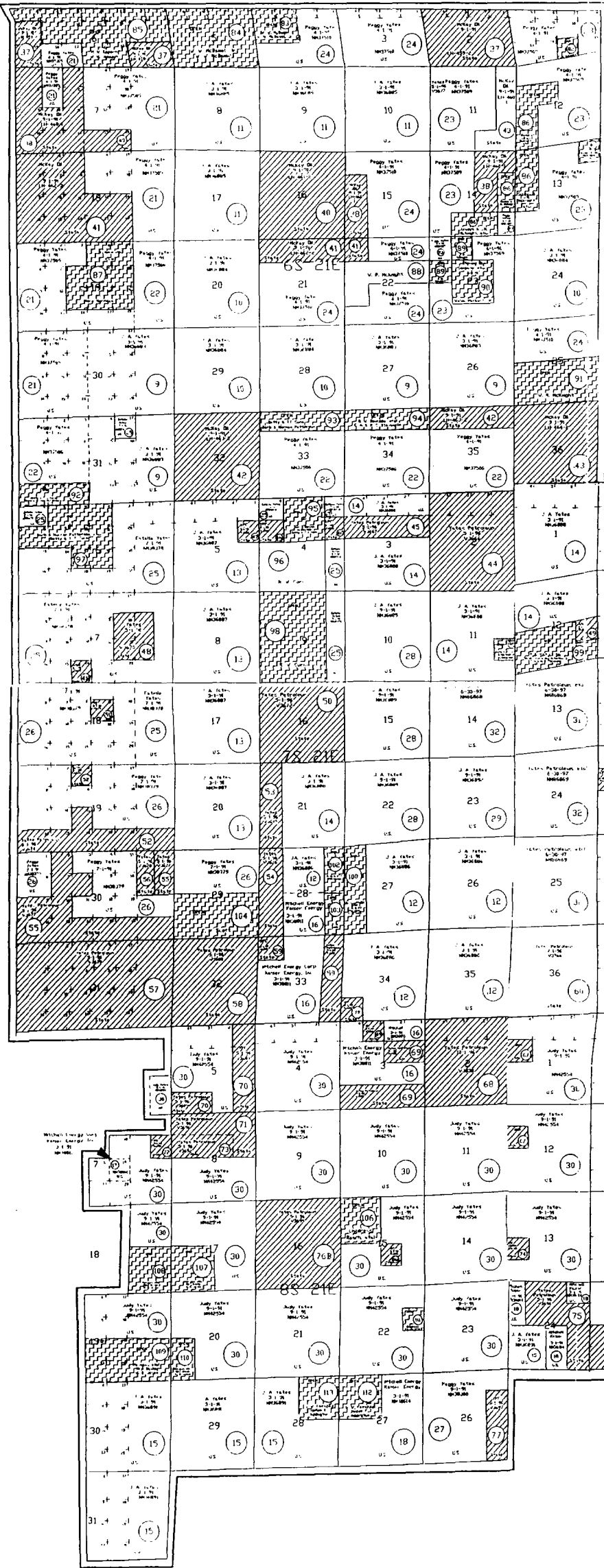
REPORT TO DEPARTMENTS

UNIT NAME Salt Creek Unit
OPERATOR Yates Petroleum Corporation
COUNTY Chaves County, New Mexico

DATE APPROVED	OCC CASE NO. OCC ORDER NO.	EFFECTIVE DATE	TOTAL ACREAGE	STATE	FEDERAL	INDIAN-FEE	SEGREGATION CLAUSE	TERM
3-28-91	10225	2-28-91	98009.22	16025.92	75095.80	6887.50	Modified	5 yrs
R-9442								

Subsequent Joinder of Tract Nos. 44 thru 62, 64 thru 66, 68 thru 77 and 79 Effective 6/22/92
Revised Exhibits "A" & "B" attached.

UNIT AREA	
TOWNSHIP 6 SOUTH RANGE 21 EAST NMPM	
Sections 1 through 36:	All
TOWNSHIP 7 SOUTH RANGE 21 EAST NMPM	
Sections 1 through 36:	All
TOWNSHIP 7 SOUTH RANGE 22 EAST NMPM	
Sections 3 through 11:	All
Sections 14 through 23:	All
Sections 26 through 35:	All
TOWNSHIP 8 SOUTH RANGE 21 EAST NMPM	
Sections 1 through 5:	All
Section 6:	E/2 SE/4
Section 7:	Lots 12, 13, 18, 19 and 20, S/2 NE/4 and SE/4
Sections 8 through 17:	All
Section 18:	E/2
Section 19:	Lots 4, 5, 12, 13, 17, 18, 19 and 20 and E/2
Sections 20 through 24:	All
Sections 26 through 29:	All
Section 30:	Lots 4, 5, 12, 13, 17, 18, 19 and 20 and E/2
Section 31:	Lots 4, 5, 12, 13, 17, 18, 19 and 20 and E/2
TOWNSHIP 8 SOUTH RANGE 22 EAST NMPM	
Sections 3 through 10:	All
Sections 15 thru 22:	All



Leased Federal Lands

Unleased Federal Lands

Leased State Lands

Unleased State Lands

Leased Fee Lands

Unleased Fee Lands

TOTAL

Unit Outline

1

Tract Number

Rev. 7/92 (LF)

draft/screek

ACRES

75,335.86

-0

15,737.08

268.84

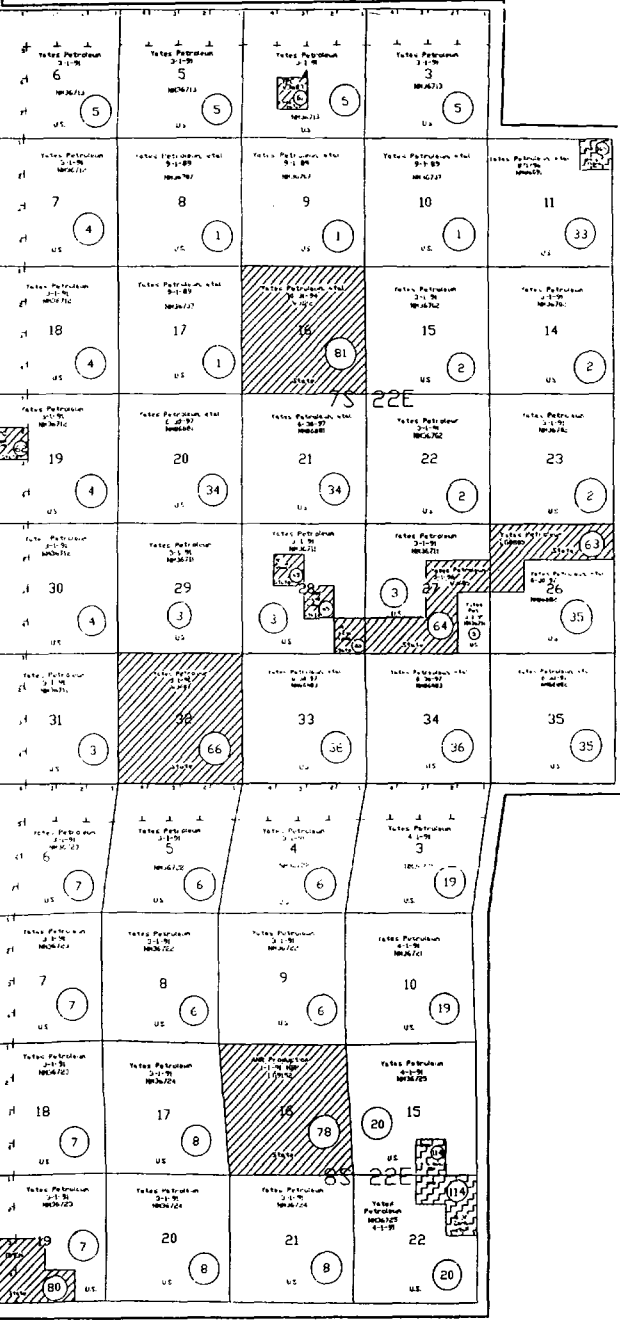
480.00

6,407.50

98,249.22

Salt 1

Chaves 1



Submitted with

Subscript

TO: DEN App. 26

6/18/92

**AMENDED EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico**

Page 1

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EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 2

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
3.	T7S-R22E Sec. 27: N/2NE/4, NW/4, N/2SW/4, E/2SE/4 Sec. 28: NE/4, N/2NW/4, SW/4NW/4, SW/4, NE/4SE/4, SW/4SE/4 Sec. 29: All Sec. 31: Lots 1 thru 4, E/2W/2, E/2	2,213.28	NM-36711 3-1-91	USA 12.5%	Yates Petroleum Corporation	Public Lands Exploration Inc. 8.25%	Yates Petroleum Corporation 100.00000000%
4.	T7S-R22E Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4, E/2W/2, E/2 Sec. 19: Lots 1,3,4, E/2W/2, E/2 Sec. 30: Lots 1-4, E/2W/2, E/2	2,555.28	NM-36712 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
5.	T7S-R22E Sec. 3: Lots 1 thru 4, S/2N/2, S/2 Sec. 4: Lots 1-4, S/2N/2, W/2SW/4, SE/4SW/4, SE/4 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 6: Lots 1-7, S/2NE/4 SE/NW/4, E/2SW/4, SE/4	2,537.62	NM-36713 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%
6.	T8S-R22E Sec. 4: Lots 1 thru 4, S/2N/2, S/2 Sec. 5: Lots 1-4, S/2N/2, S/2 Sec. 8: All Sec. 9: All	2,559.48	NM-36722 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation 100.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 4
(Revised - 6-15-92)

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
7. 116	T8S-R22E Sec. 6: Lots 1 thru 7, S/2NE/4, SE/4NW/4, E/2SW/4, SE/4 Sec. 7: Lots 1-4, E/2W/2, E/2 Sec. 18: Lots 1-4 E/2W/2, E/2 Sec. 19: Lots 1,2, E/2NW/4, NE/4, N/2SE/4, SE/4SE/4	2,414.72	NM-36723 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation -100%
8. 116	T8S-R22E Sec. 20: All Sec. 21: All Sec. 17: W/2 Sec. 17: E/2	1,920.00	NM-36724 3-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation -100% Yates Petroleum Corporation - 50% ANR Production Company - 50%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Page 5

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
9.	T6S-R21E Sec. 26: All Sec. 27: All Sec. 30: Lots 4, 5, 12, 13, 17, 18, 19, 20, E/2 Sec. 31: Lots 4, 5, 12, 13, 18, 19, 20, E/2	2,520.00	NM-36883 3-1-91	USA 12.5%	John A. Yates	None	<div> <div>Marico Exploration, Inc.</div> <div>Myco Industries, Inc.</div> <div>Price, Lester J.</div> <div>Price, Cynthia</div> <div>Ann Yates</div> <div>Yates, Jo Ann</div> <div>Yates, Peggy A.</div> <div>Yates, Estelle H.</div> <div>Yates, Lillie M.</div> <div>Estate</div> <div>Yates, John A. Jr.</div> <div>Yates Drilling Company</div> <div>Yates, S. P.</div> <div>Yates, John A.</div> <div>Yates, Judy H.</div> <div>Sole & Separate Property</div> <div>Yates, Peyton</div> <div>Sole & Separate Property</div> <div>Yates, Richard</div> <div>Yates, Martin III</div> <div>Estate</div> </div> <div> <div>.02784843%</div> <div>.02849726%</div> <div>.09060527%</div> <div>.00674613%</div> <div>.15869603%</div> <div>.11666389%</div> <div>.06551314%</div> <div>.10667454%</div> <div>.04032499%</div> <div>.12172038%</div> <div>.05397310%</div> <div>.07730725%</div> <div>.00930466%</div> <div>.03701607%</div> <div>.01875907%</div> <div>.04034979%</div> <div>1.00000000%</div> </div>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

[illegible]

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
12.	T7S-R21E Sec. 26: All Sec. 27: E/2, E/2W/2 Sec. 28 E/2NW/4, W/2NE/4 Sec. 34: E/2, NW/4, N/2SW/4, SE/4SW/4 Sec. 35: All	2,520.00	NM-36886 3-1-91	USA 12.5%	John A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p> <p>.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

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EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
14.	T7S-R21E	2,519.13	NM-36888	John A. Yates	None	Marico
	Sec. 1:		3-1-91	USA		Exploration, Inc.
	Lots 1,2,3,4,			12.5%		Myco Industries, Inc.
	S/2N/2, S/2					Price, Lester J.
	Sec. 3:					Price, Cynthia
	Lots 1,2,3,4,					Ann Yates
	S/2					Yates, Jo Ann
	Sec. 11:					Yates, Peggy A.
	N/2, SW/4,					Yates, Estelle H.
	W/2SE/4, SE/4SE/4					Yates, Lillie M.
	Sec. 12: N/2					Estate
	Sec. 21: E/2, E/2W/2					Yates, John A. Jr.
						Yates, Drilling Company
						Yates, S. P.
						Yates, John A.
						Yates, Judy H.
						Sole & Separate Property
						Yates, Peyton
						Sole & Separate Property
						Yates, Richard
						Yates, Martin III
						Estate
						.02784843%
						.02849726%
						.09060527%
						.00674613%
						.15869603%
						.11666389%
						.06551314%
						.10667454%
						.04032499%
						.12172038%
						.05397310%
						.07730725%
						.00930466%
						.03701607%
						.01875907%
						.04034979%
						1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
16.	T7S-R21E Sec. 28: E/2SW/4, W/2SE/4 Sec. 33: W/2E/2, E/2NW/4, SW/4NW/4, SW/4 T8S-R21E Sec. 3: Lots 1,2,4, S/2NW/4, N/2S/2	959.48	NM-38011 3-1-91		Mitchell Energy Corporation Kaiser Energy Inc.	- 50% - 50%	Mitchell Energy Corporation Kaiser Energy Inc.
17.	T8-S-R21E Sec. 7: Lot 19	40.00	NM-38012 3-1-91		Mitchell Energy Corporation Kaiser Energy Inc.	- 50% - 50%	Mitchell Energy Corporation Kaiser Energy Inc.
18.	T8S-R21E Sec. 24: NE/4NE/4, W/2SE/4, W/2NW/4 W/2NW/4, W/2NW/4 Sec. 27: E/2, SW/4	680.00	NM-38014 3-1-91	USA 12.5%	Mitchell Energy Corporation Kaiser Energy, Inc.	- 50%	Mitchell Energy Corporation Kaiser Energy Inc. - 50%
19.	T8S-R22E Sec. 3: Lots 1-4 S/2N/2, S/2 Sec. 10: All	1,280.12	NM-36721 4-1-91	USA 12.5%	Yates Petroleum Corporation	-100%	Yates Petroleum Corporation - 100.00%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
20.	T8S-R22E Sec. 15: N/2SW/4, N/2SE/4, SE/4SE/4, N/2, S/2SW/4 Sec. 22: SW/4NE/4, W/2, SE/4	1,120.00	NM-36725 4-1-91	USA 12.5%	Yates Petroleum Corporation	None	Yates Petroleum Corporation - 100.00%
21.	T6S-R21E Sec. 6: Lots 13, 14 Sec. 7: Lots 2, 4, 5, 7, 12, 17, 18, 19, E/2 Sec. 18: Lots 4, 5, 17, 18, E/2 Sec. 19: Lots 1, 2, 3, 7, 8, 9, 10, 13, 14, 15, 16, 20 Sec. 30: Lots 1, 2, 3, 6, 7, 8, 9, 10, 11, 14, 15, 16	2,293.14	NM-37505 4-1-91	USA 12.5%	Peggy A. Yates	None	Yates Petroleum Corporation - 100.00%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
22. f ^{1a}	T6S-R21E Sec. 19: E/2 Sec. 31: Lots 1,2,3,6,7, 8,9,10,11 Sec. 33: S/2N/2, S/2 Sec. 34: S/2N/2, S/2 Sec. 35: S/2N/2, S/2	2,169.80	NM-37506 4-1-91	USA 12.5%	Peggy A. Yates	None	<p>Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate</p>
							<p>.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% <u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding		Working Interest
						Royalty Owners	Royalty Owners	
23.	T6S-R21E Sec. 1: Lots 5-15 Sec. 11: W/2, W/2NE/4, NW/4SE/4 Sec. 12: E/2, N/2NW/4, E/2SW/4 Sec. 13: NW/4NE/4, E/2W/2, S/2NE/4, SE/4 SW/4SW/4, SE/4 Sec. 14: NW/4, N/2SW/4, SW/4SW/4, SE/4SE/4, Sec. 23: N/2NE/4, SE/4NE/4, NW/4NW/4, NW/4SW/4, NE/4SE/4, S/2S/2	2,463.63	NM-37509 4-1-91	USA 12.5%	Peggy A. Yates	None	Marico Exploration, Inc. Myco Industries, Inc. Price, Lester J. Price, Cynthia Ann Yates Yates, Jo Ann Yates, Peggy A. Yates, Estelle H. Yates, Lillie M. Estate Yates, John A. Jr. Yates Drilling Company Yates, S. P. Yates, John A. Yates, Judy H. Sole & Separate Property Yates, Peyton Sole & Separate Property Yates, Richard Yates, Martin III Estate	.02784843% .02849726% .09060527% .00674613% .15869603% .11666389% .06551314% .10667454% .04032499% .12172038% .05397310% .07730725% .00930466% .03701607% .01875907% .04034979% 1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
24.	T6S-R21E Sec. 3: Lots 1,2,3,4,S/2 Sec. 4: Lots 1,2, S/2SW/4, SE/4 Sec. 15: E/2, E/2W/2, NW/4NW/4 Sec. 21: S/2N/2, S/2 Sec. 22: N/2NE/4, NE/4NW/4, S/2SW/4, SE/4, NE/4SW/4 Sec. 25: N/2	2,430.38	NM-37510 4-1-91	USA 12.5%	Peggy A. Yates	None	<div>Marico Exploration, Inc.</div> <div>Myco Industries, Inc.</div> <div>Price, Lester J.</div> <div>Price, Cynthia</div> <div>Ann Yates</div> <div>Yates, Jo Ann</div> <div>Yates, Peggy A.</div> <div>Yates, Estelle H.</div> <div>Yates, Lillie M.</div> <div>Estate</div> <div>Yates, John A. Jr.</div> <div>Yates Drilling Company</div> <div>Yates, S. P.</div> <div>Yates, John A.</div> <div>Yates, Judy H.</div> <div>Sole & Separate Property</div> <div>Yates, Peyton</div> <div>Sole & Separate Property</div> <div>Yates, Richard</div> <div>Yates, Martin III</div> <div>Estate</div> <div>.02784843%</div> <div>.02849726%</div> <div>.09060527%</div> <div>.00674613%</div> <div>.15869603%</div> <div>.11666389%</div> <div>.06551314%</div> <div>.10667454%</div> <div>.04032499%</div> <div>.12172038%</div> <div>.05397310%</div> <div>.07730725%</div> <div>.00930466%</div> <div>.03701607%</div> <div>.01875907%</div> <div>.04034979%</div> <div>1.00000000%</div>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
25. /100	T6S-R21E Sec. 31: Lot 17 T7S-R21E Sec. 4: Lots 1, 4 E/2SE/4 Sec. 6: Lots 1-3, 7 Lots 14-22, S/2NE/4, SE/4 Sec. 7: Lots 1 thru 13, 15, 16, 17, 20, N/2NE/4, SE4NE/4, E/2SE/4, SW/4SE/4 Sec. 9: E/2E/2 Sec. 18: E/2	2,476.05	NM-38378 7-1-91	USA 12.5%	Estelle H. Yates	None	<p>Marico Exploration, Inc. .02784843%</p> <p>Myco Industries, Inc. .02849726%</p> <p>Price, Lester J. .09060527%</p> <p>Price, Cynthia Ann Yates .00674613%</p> <p>Yates, Jo Ann .15869603%</p> <p>Yates, Peggy A. .11666389%</p> <p>Yates, Estelle H. .06551314%</p> <p>Yates, Lillie M. Estate .10667454%</p> <p>Yates, John A. Jr. .04032499%</p> <p>Yates Drilling Company .12172038%</p> <p>Yates, S. P. .05397310%</p> <p>Yates, John A. .07730725%</p> <p>Yates, Judy H. Sole & Separate Property .00930466%</p> <p>Yates, Peyton Sole & Separate Property .03701607%</p> <p>Yates, Richard Yates; Martin III Estate .01875907%</p> <p><u>.04034979%</u> 1.00000000%</p>

EXHIBIT B
SALE CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
26.	T7S-R21E Sec. 18: Lots 1 thru 4, 6 thru 20 Sec. 19: Lots 1, 2, 4-10, 12, 17, 18, 19, NE/4, N/2SE/4 Sec. 29: N/2 Sec. 30: Lots 1, 3, 4, 5, 8, 11, 12, 17, 18, 19, N/2SE/4	2,463.56	NM-38379 7-1-91	USA 12.5%	Peggy A. Yates	None	<p>Marico Exploration, Inc. .02784843%</p> <p>Myco Industries, Inc. .02849726%</p> <p>Price, Lester J. .09060527%</p> <p>Price, Cynthia .00674613%</p> <p>Ann Yates .15869603%</p> <p>Yates, Jo Ann .11666389%</p> <p>Yates, Peggy A. .06551314%</p> <p>Yates, Estelle H. .10667454%</p> <p>Yates, Lillie M. .04032499%</p> <p>Estate .12172038%</p> <p>Yates, John A. Jr. .05397310%</p> <p>Yates Drilling Company .07730725%</p> <p>Yates, S. P. .00930466%</p> <p>Yates, John A. .03701607%</p> <p>Yates, Judy H. .01875907%</p> <p>Sole & Separate Property .04034979%</p> <p>Yates, Peyton .00000000%</p> <p>Sole & Separate Property .03701607%</p> <p>Yates, Richard .01875907%</p> <p>Yates, Martin III .04034979%</p> <p>Estate 1.00000000%</p>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
27.	T8S-R21E Sec. 26: NE/4NE/4, W/2E/2, W/2	520.00	NM-38380 9-1-91	USA 12.5%	Peggy A. Yates	None	Marico Exploration, Inc. .02784843% Myco Industries, Inc. .02849726% Price, Lester J. .09060527% Price, Cynthia .00674613% Ann Yates .15869603% Yates, Jo Ann .11666389% Yates, Peggy A. .06551314% Yates, Estelle H. .10667454% Yates, Lillie M. .04032499% Estate Yates, John A. Jr. .12172038% Yates Drilling Company .05397310% Yates, S. P. .07730725% Yates, John A. .00930466% Yates, Judy H. .03701607% Sole & Separate Property Yates, Peyton .01875907% Sole & Separate Property Yates, Richard .04034979% Yates, Martin III Estate 1.00000000%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
28.	T7S-R21E Sec. 10: All Sec. 15: All Sec. 22: All	1,920.00	NM-36889 9-1-91	USA 12.5%	John A. Yates	None	<div>Marico Exploration, Inc.</div> <div>Myco Industries, Inc.</div> <div>Price, Lester J.</div> <div>Price, Cynthia</div> <div>Ann Yates</div> <div>Yates, Jo Ann</div> <div>Yates, Peggy A.</div> <div>Yates, Estelle H.</div> <div>Yates, Lillie M.</div> <div>Estate</div> <div>Yates, John A. Jr.</div> <div>Yates Drilling Company</div> <div>Yates, S. P.</div> <div>Yates, John A.</div> <div>Yates, Judy H.</div> <div>Sole & Separate Property</div> <div>Yates, Peyton</div> <div>Sole & Separate Property</div> <div>Yates, Richard</div> <div>Yates, Martin III</div> <div>Estate</div>
							<div>.02784843%</div> <div>.02849726%</div> <div>.09060527%</div> <div>.00674613%</div> <div>.15869603%</div> <div>.11666389%</div> <div>.06551314%</div> <div>.10667454%</div> <div>.04032499%</div> <div>.12172038%</div> <div>.05397310%</div> <div>.07730725%</div> <div>.00930466%</div> <div>.03701607%</div> <div>.01875907%</div> <div>.04034979%</div> <div>1.00000000%</div>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
29.	T7S-R21E Sec. 23: All	640.00	NM-36892 9-1-91	USA 12.5%	John A. Yates	None	<div>Marico Exploration, Inc. .02784843%</div> <div>Myco Industries, Inc. .02849726%</div> <div>Price, Lester J. .09060527%</div> <div>Price, Cynthia Ann Yates .00674613%</div> <div>Yates, Jo Ann .15869603%</div> <div>Yates, Peggy A. .11666389%</div> <div>Yates, Estelle H. .06551314%</div> <div>Yates, Lillie M. Estate .10667454%</div> <div>Yates, John A. Jr. .04032499%</div> <div>Yates Drilling Company .12172038%</div> <div>Yates, S. P. .05397310%</div> <div>Yates, John A. .07730725%</div> <div>Yates, Judy H. Sole & Separate Property .00930466%</div> <div>Yates, Peyton Sole & Separate Property .03701607%</div> <div>Yates, Richard Yates, Martin III Estate .01875907%</div> <div><u>.04034979%</u></div> <div>1.00000000%</div>

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners	Working Interest
30.	T8S-R21E	9,999.09	NM-42554	USA	Judy Yates	None	Marico	
	Sec. 1:		9-1-91	12.5%			Exploration, Inc.	.02784843%
	Lots 1,2,3,4,						Myco Industries, Inc.	.02849726%
	SE/4NW/4, S/2,						Price, Lester J.	.09060527%
	S/2NE/4						Price, Cynthia	
	Sec. 4:						Ann Yates	.00674613%
	Lots 1,2,3,4,						Yates, Jo Ann	.15869603%
	S/2N/2, S/2 (All)						Yates, Peggy A.	.11666389%
	Sec. 5:						Yates, Estelle H.	.06551314%
	Lots 2,3,4,						Yates, Lillie M.	
	SW/4NE/4, S/2NW/4,						Estate	.10667454%
	W/2SE/4, N/2SW/4						Yates, John A. Jr.	.04032499%
	Sec. 6: E/2SE/4						Yates Drilling	
	Sec. 7:						Company	.12172038%
	Lots 12,13,18,20						Yates, S. P.	.05397310%
	SW/4NE/4, SE/4						Yates, John A.	.07730725%
	Sec. 8: S/2						Yates, Judy H.	
	Sec. 9: All						Sole & Separate	
	Sec. 10: All						Property	.00930466%
	Sec. 11: All						Yates, Peyton	
	Sec. 12: E/2, N/2NW/4,						Sole & Separate	
	SE/4NW/4, SW/4						Property	.03701607%
	Sec. 13: E/2, E/2SW/4,						Yates, Richard	.01875907%
	SW/4SW/4, NW/4						Yates, Martin III	
	Sec. 14: All						Estate	.04034979%
	Sec. 15: NE/4, SW/4,							1.00000000%
	NE/4SE/4, S/2SE/4							
	Sec. 17: E/2, NW/4							
	Sec. 18: NE/4							
	Sec. 19: Lots 4,5,							
	17,18, NE/4							
	Sec. 20: E/2, NW/4,							
	E/2SW/4							
	Sec. 21: All							
	Sec. 22: N/2NE/4,							
	SW/4NE/4, NW/4, S/2							
	Sec. 23: All							

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
31.	T7S-R21E Sec. 13: All Sec. 14: All	1280.00	NM-86868 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%
32.	T7S-R21E Sec. 24: All Sec. 25: All	1280.00	NM-86869 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%
33.	T7S-R22E Sec. 11: S/2, S/2N/2, NW/4NE/4, N/2NW/4	600.00	NM-86091 4-1-96	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%
34.	T7S-R22E Sec. 20: All Sec. 21: All	1280.00	NM-86881 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation-40% Yates Drilling Company -20% Abo Petroleum Corporation -20% Myco Industries, Inc. -20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Date	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
35.	T7S-R22E Sec. 26: S/2NE/4, SE/4NW/4, S/2 Sec. 35: All	840.00 1080.00	NM-86882 6-30-97	<i>from 1957 or less</i> USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation- Yates Drilling Company - Abo Petroleum Corporation - Myco Industries, Inc. -
36.	T7S-R22E Sec. 33: All Sec. 34: All	1280.00	NM-86883 6-30-97	USA 1/8th	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	-40% -20% -20% -20%	Yates Petroleum Corporation- Yates Drilling Company - Abo Petroleum Corporation - Myco Industries, Inc. -
37.	T6S-R21E Sec. 2: Lots 1,2,3,4, S/2 Sec. 6: Lots 8, 15, S/2SE/4	610.49	LH-459-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	-	McKay Oil Corporation McKay Children's Trust Fund
38.	T6S-R21E Sec. 7: Lots 1,3,6, 8,9,10,11,13,14,15 16,20 Sec. 11: E/2E/2, SW/4SE/4 Sec. 14: N/2NE/4, SW/4NE/4, NW/4SE/4 Sec. 15: SW/4NW/4, W/2SW/4	1,028.25	LH-460-1 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	-	McKay Oil Corporation McKay Children's Trust Fund

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
39.	Delete						
40.	T6S-R21E Sec. 16: All	640.00	LH-461-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation McKay Childrens Trust Fund	- 50% - 50%
41.	T6S-R21E Sec. 18: Lots 1,2,3,6,7,8,9,10, 11,12,13,14,15,16,19,20 Sec. 21: N/2N/2 Sec. 22: NW/4NW/4	908.08	LH-462-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation McKay Childrens Trust Fund	- 50% - 50%
42.	T6S-R21E Sec. 32: All Sec. 35: N/2N/2	800.00	LH-463-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation McKay Childrens Trust Fund	- 50% - 50%
43.	T6S-R21E Sec. 36: All	640.00	LH-464-2 9-1-91	State of New Mexico 12.5%	McKay Oil Corporation	McKay Oil Corporation McKay Childrens Trust Fund	- 50% - 50%
44.	T7S-R21E Sec. 2: Lots 1,2,3,4 S/2N/2, S/2	639.05	V-3666 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
45.	T7S-R21E Sec. 3: S/2N/2	160.00	V-3667 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
46.	T7S-R21E Sec. 4: SE/4NE/4, SW/4NW/4	80.00	V-3668 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
47.	T7S-R21E Sec. 5: SE/4NE/4	40.00	V-3669 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & State of New Mexico	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
48.	T7S-R21E Sec. 7: Lots 14, 18, 19, NW/4SE/4, SW/4NE/4	<i>file Sub sample</i> 200.00	V-3670 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
49.	T7S-R21E Sec. 12: NE/4SE/4	<i>file Sub sample</i> 40.00	V-3671 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
50.	T7S-R21E Sec. 16: All	<i>file Sub sample</i> 640.00	V-3672 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
51.	T7S-R21E Sec. 18: Lot 5	<i>file Sub sample</i> 40.00	V-3673 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
52.	T7S-R21E Sec. 19: Lot 3, 11, 13, 14, 15, 16, 20, S/2SE/4	<i>file Sub sample</i> 375.78	V-3674 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
53.	T7S-R21E Sec. 21: W/2W/2	<i>file Sub sample</i> 160.00	V-3675 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
54.	T7S-R21E Sec. 28: W/2W/2	<i>file Sub sample</i> 160.00	V-3676 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
55.	T7S-R21E Sec. 30: Lots 2, 6, 7, 9, 10, 13, 14, 15, 16, 20, E/2NE/4, S/2SE/4	<i>file Sub sample</i> 591.28	V-3677 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of New Mexico	Overriding Royalty Owners	Working Interest Owners	Working Interest
56.	T7S-R21E <i>file Sub-joined</i> Section 30: W/2NE	80.00	V-3678 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
57.	T7S-R21E <i>file Sub-joined</i> Sec. 31: Lots 1,2,3,4, 5,6,7,8,9,10,11,12,13, 14,15,16,17,18,19,20, E/2	1,181.98	V-3679 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
58.	T7S-R21E <i>file Sub-joined</i> Sec. 32: All	640.00	V-3680 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
59.	T7S-R21E <i>file Sub-joined</i> Sec. 33: NW/4NW/4, E/2E/2	200.00	V-3681 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
50.	T7S-R21E <i>file Sub-joined</i> Sec. 36: All	640.00	V-3764 7-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 70% - 10% - 10% - 10%
51.	T7S-R22E <i>file Sub-joined</i> Sec. 4: NE 4SW/4	40.00	V-3683 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
52.	T7S-R22E <i>file Sub-joined</i> Sec. 19: Lot 2	42.32	V-3684 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
53.	T7S-R22E <i>file</i> Sec. 26: W/2NW/4, NE/4NW/4, N/2NE/4	200.00	LG-8805	State of New Mexico 12.5%	Yates Petroleum Corporation	Yates Petroleum Corporation	- 100%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
54.	T7S-R22E Sec. 27: S/2NE/4, W/2SE/4, S/2SW/4 <i>file sub joined</i>	240.00	V-3685 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
55.	T7S-R22E Sec. 28: SE/4NW/4 SE/4SE/4, NW/4SE/4 <i>file sub joined</i>	120.00	V-3686 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
56.	T7S-R22E Sec. 32: All <i>file sub joined</i>	640.00	V-3687 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
57.	T8S-R21E Sec. 1: SW/4NW/4 Sec. 12: SW/4NW/4 <i>file not commenced</i>	80.00		State of New Mexico	Unleased	
58.	T8S-R21E Sec. 2: Lots 1,2,3, 4, S/2N/2, S/2(All) <i>file sub joined</i>	640.24	V-3838 10-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
59.	T8S-R21E Sec. 3: Lot 3, S/2NE/4, S/2S/2 <i>file sub joined</i>	279.80	V-3688 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%
60.	T8S-R21E Sec. 5: Lot 1, SE/4NE/4, S/2SW, E/2SE <i>file sub joined</i>	239.81	V-3689 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation - 40% Yates Drilling Company - 20% Abo Petroleum Corporation - 20% Myco Industries, Inc. - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
71.	T8S-R21E Sec. 8: N/2N/2, SE/4NE/4 <i>file Sub-Joiner</i>	200.00	V-3691 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
72.	T8S-R21E Sec. 7: SE/4NE/4 <i>file Sub-Joiner</i>	40.00	V-3690 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
73.	T8S-R21E Sec. 8: SW/4NE/4, S/2NW <i>file Sub-Joiner</i>	120.00	V-3692 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
74.	T8S-R21E Sec. 13: NW/4SW/4 <i>file Sub-Joiner</i>	40.00	V-3693 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
75.	T8S-R21E Sec. 24: NW/4NE/4, S/2NE/4, E/2NW/4, E/2SE/4 <i>file Sub-Joiner</i>	280.00	V-3696 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
76a	T8S-R21E Sec. 15: NW/4SE/4 <i>file Sub-Joiner</i>	40.00	V-3694 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
76b	T8S-R21E Sec. 16: All <i>file Sub-Joiner</i>	640.00	V-3695 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
77.	T8S-R21E Sec. 26: SE/4NE/4, E/2SE/4	120.00	V-3697 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
78.	T8S-R22E Sec. 16: E/2 Sec. 16: W/2	640.00	LG-9152 1-1-91 HBP	State of New Mexico 12.5%	ANR Production Company	ANR Production Company ANR Production Company Yates Petroleum Corporation	-100% - 50% - 50%
79.	T7S-R21E Sec. 34: SW/4SW/4	40.00	V-3682 5-1-96	State of New Mexico 1/6th	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 40% - 20% - 20% - 20%
30.	T8S-R22E Sec. 19: Lots 3,4, E/2SW/4, SW/4SE/4	208.84		State of New Mexico	Unleased		
31.	T7S-R22E Sec. 16: All	640.00	V-3122 10-31-94	State of New Mexico 16.67%	Yates Petroleum Corporation	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Myco Industries, Inc.	- 70% - 10% - 10% - 10%

EXHIBIT B
SALT CREEK UNIT
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
82.	T6S-R21E Sec. 1: SW/4SE/4	40.00	Fee	J. M. McKnight et al	Unleased		
83.	T6S-R21E Sec. 4: Lots 3,4, N/2SW/4	131.61	Fee	W.W. McDaniel, Jr. W.W. McDaniel	Unleased		
84.	T6S-R21E Sec. 5: Lots 1,2, 3,4, N/2S/2, S/2S/2	427.14	Fee	W.W. McDaniel, Jr. W.W. McDaniel	Unleased		
35.	T6S-R21E Sec. 6: Lots 1 thru 7, 9,10,11,12,16,17	522.96	Fee	H.W. Eppers W.H. Johnson	Unleased Unleased		
36.	T6S-R21E Sec. 12: W/2SW/4, S/2NW/4 Sec. 13: W/2NW/4, NW/4SW/4, NE/4NE/4 Sec. 14: SE/4NE/4, NE/4SE/4, SW/4SE/4, SE/4SW/4	480.00	Fee	Gladys and J.M. McKnight, et al	Unleased		
37.	T6S-R21E Sec. 19: Lots 4,5,6,11,12, 17,18,19	320.00	Fee 5-5-91	Alice Morrison	Rio Petrol, et al		Rio Petrol, et al - 100%
38.	T6S-R21E Sec. 22: S/2N/2, NW/4SW/4	200.00	Fee	W. R. McKnight	Unleased		

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Fee	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
89.	T6S-R21E Sec. 23: NE/4NW/4, SW/4NW/4	80.00	Fee	J. M. McKnight	Unleased		
90.	T6S-R21E Sec. 23: SW/4NE/4, SE/4NW/4, NE/4SW/4, NW/4SE/4	160.00	Fee 4-8-91	Waldo Herbert, Jr.	Stevens Oil Company, et al		Stevens Oil Company, et al
91.	T6S-R21E Sec. 25: S/2	320.00	Fee	W. R. McKnight	Unleased		
92.	T6S-R21E Sec. 31: Lots 14, 15,16	68.79	Fee	Betty and T. I. Corn Barb and Norman Patterson	Unleased		
93.	T6S-R21E Sec. 33: N/2N/2	160.00	Fee	Betty and T. I. Corn Barb and Norman Patterson	Unleased		
94.	T6S-R21E Sec. 34: N/2N/2	160.00	Fee	B. W. Dinwiddie et al C. A. and M. S. Stevenson	Unleased		

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership &	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
95.	T7S-R21E Sec. 4: SW/4NE/4 SE/4NW/4, Lots 2,3	160.20	Fee	Barb and Norman Patterson Betty and T. I. Corn	Unleased		
96.	T7S-R21E Sec. 4: S/2NW/4, SW/4NE/4, W/2SE/4, SW/4	360.00	Fee	R. W. Corn	Unleased		
97.	T7S-R21E Sec. 6: Lots 4,5,6, 8,9,10,11,12,13	376.80	Fee	Barb and Norman Patterson et al Betty and T. I. Corn	Unleased		
98.	T7S-R21E Sec. 9: W/2E/2, W/2	480.00	Fee	R. W. Corn	Unleased		
99.	T7S-R21E Sec. 12: SW/4, W/2SE/4, SE/4SE/4 Sec. 11: NE/4SE/4	320.00	Fee	W. B. Corn and J. L. Coll 1/2 Wanda Cook and Ray Schlather and C. A. and M. S. Stevenson 1/2	Unleased		
100.	T7S-R21E Sec. 27: W/2W/2	160.00	Fee	B. W. Dinwiddie et al C. A. and M. S. Stevenson F. B. Corn	Unleased		

01. Has been deleted
in its entirety

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Lessee of Record	Overriding Royalty Owners	Working Interest Owners
102.	T7S-R21E Sec. 28: E/2NE/4	80.00	Fee	C. A. and M. S. Stevenson	Unleased	
103.	T7S-R21E Sec. 28: E/2SE/4	80.00	Fee	F. B. Corn	Unleased	
104.	T7S-R21E Sec. 29: S/2	320.00	Fee	E. M. Scott	Unleased	
105.	T7S-R22E Sec. 11: NE/4NE/4	40.00	Fee	Mrs. A. C. Williams, et al	Unleased	
106.	T8S-R21E Sec. 15: NW/4	160.00	Fee	Childress Ranch et al	Unleased	
107.	T8S-R21E Sec. 17: SW/4	160.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
108.	T8S-R21E Sec. 18: SE/4	160.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
109.	T8S-R21E Sec. 19: Lots 12, 13, 19, 20, SE/4	360.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	
110.	T8S-R21E Sec. 20: W/2SW/4	80.00	Fee	Hanagan, et al Nell Doolin W. B. Jones	Unleased	

EXHIBIT B
SALT CREEK UNIT AREA
Chaves County, New Mexico

Tract #	Land Description	No. of Acres	Serial No. & Exp. Date	Basic Royalty Ownership & Childress Ranch et al	Lessee of Record	Overriding Royalty Owners	Working Interest Owners
111.	T8S-R21E Sec. 22: SE/4NE/4	40.00	Fee		Unleased		
112.	T8S-R21E Sec. 27: NW/4	160.00	Fee	G. W. Fairchild Hellen F. Addington	Unleased		
113.	T8S-R21E Sec. 28: NE/4	160.00	Fee	G. W. Fairchild Hellen F. Addington	Unleased		
114.	T8S-R22E Sec. 15: SW/4SE/4 Sec. 22: N/2NE/4, SE/4NE/4	160.00	Fee	R. W. Corn et al	Unleased		

RECAPITULATION

75,095.80	ACRES FEDERAL LANDS LEASED	-	76.62116%	OF UNIT AREA
-0-	ACRES UNLEASED FEDERAL LANDS	-	-0-	OF UNIT AREA
15,737.08 ✓	ACRES STATE LANDS LEASED	-	16.05673%	OF UNIT AREA
288.84 ✓	ACRES UNLEASED STATE LANDS	-	.29471%	OF UNIT AREA
480.00	ACRES FEE LANDS LEASED	-	.48975%	OF UNIT AREA
6,407.50	ACRES UNLEASED FEE LANDS	-	6.53765%	OF UNIT AREA
98,009.22	TOTAL ACRES ALL LANDS	-	100.00000%	OF UNIT AREA



State of New Mexico

OFFICE OF THE

Commissioner of Public Lands

Santa Fe

JIM BACA
COMMISSIONER

P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

July 28, 1992

Yates Petroleum Corporation
105 South Fourth Street
Artesia, New Mexico 88210

Attn: Mr. Robert Bullock

Re: Salt Creek Unit Well No. 5
Six Month Drilling Extension

This office is in receipt of your letter of July 23, 1992 wherein, we have been notified that the Bureau of Land Management has granted Yates Petroleum Corporation a six month extension from June 30, 1992 for the commencement of drilling the Salt Creek Unit Well No. 5.

Because of the circumstances involved in getting your APD approved by the Bureau of Land Management, the Commissioner of Public Lands also grants you a six month extension from June 30, 1992. In the event an APD is approved prior to the six month date, your company will be given sixty days from the approval date of the APD in which to commence drilling the Salt Creek Unit Well No. 5.

If you have any questions, or if we may be of further help, please contact Pete Martinez at (505) 827-5791.

Very truly yours,

JIM BACA
COMMISSIONER OF PUBLIC LANDS

BY: *Floyd O. Prando*
FLOYD O. PRANDO, Director
Oil/Gas and Minerals Division
(505) 827-5744
JB/FOP/pm
encls.

cc: Reader File
OCD-Santa Fe
BLM-Roswell - Attn: Mr. Armando Lopez



MARTIN YATES, III
1912 - 1985
FRANK W. YATES
1936 - 1986



105 SOUTH 4TH STREET
ARTESIA, NEW MEXICO 88210
TELEPHONE (505) 748-1471

#10225

S. P. YATES
CHAIRMAN OF THE BOARD
JOHN A. YATES
PRESIDENT
PEYTON YATES
EXECUTIVE VICE PRESIDENT
RANDY G. PATTERSON
SECRETARY
DENNIS G. KINSEY
TREASURER

September 24, 1991

Bureau of Land Management
Roswell District
P. O. Box 1397
Roswell, New Mexico 88201

Attention: Mr. Armando Lopez

Re: Salt Creek Unit
Chaves County, New Mexico

Stegner
Case 10225

m.

Dear Mr. Lopez:

The Salt Creek Unit was approved February 28, 1991 comprising 97,849.22 acres located in Chaves County, New Mexico. This unit was approved with a two-well drilling commitment.

The Salt Creek Unit #1 well was spudded March 31, 1991 and completed as a dry hole on April 22, 1991. The Salt Creek #2 well was spudded February 28, 1991 and completed March 29, 1991 as a gas well with an initial production of 580 MCFGPD.

After completing of the #1 well on April 22, 1991 some time and effort was spent in attempting to gain a pipeline connection to the #2 well. On July 26, 1991 the Salt Creek Unit #2 well was connected to Transwestern Pipeline. We have been attempting to get production information in order to make commercial determination on this well and unit, however have encountered some production and possible mechanical problems in the hole which we have, at this point, been unable to overcome. We therefore respectfully request that the Salt Creek Unit be extended for a period of six months pending gathering of production information for commercial determination.

We appreciate your consideration of this request.

Very truly yours,

YATES PETROLEUM CORPORATION

Randy G. Patterson
Land Manager

RGP/mw

cc: Mr. Floyd Prando
New Mexico State Land Office

Mr. William J. LeMay
New Mexico Oil Conservation Division



RECEIVED
MINERALS DIVISION

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Roswell District Office
P.O. Box 1397
Roswell, New Mexico 88202-1397



IN REPLY
REFER TO:

NMNM84626X
3180 (065)

FEB 28 1991

Fisk and Vandiver
Seventh and Mahone, Suite E
Artesia, NM 88210

Gentlemen:

One approved copy of the Salt Creek Unit Agreement, Chaves County, New Mexico, filed on behalf of Yates Petroleum Corporation, is enclosed. Such agreement has been assigned No. NMNM84626X and is effective the date of approval and is subject to like approval by the Commissioner of Public Lands.

Approval of the agreement does not warrant or certify that the operator thereof, and other working interest owners hold legal or equitable title to the leases which are committed hereto.

Sincerely,

(ORIG. SGD.) ARMANDO A. LOPEZ

FOR Assistant District Manager,
Minerals

Enclosures

cc:

Commissioner of Public Lands, Santa Fe
MMS, (3240)
/NMOCD, Santa Fe

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, the Act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C., secs. 181, et seq., and delegated to the District Manager under the authority of 43 CFR 3180, I do hereby:

- A. Approve the attached agreement for the development and operation of the Salt Creek unit area, State of New Mexico. This approval shall be invalid ab initio if the public interest requirement under §3183.4 (b) of this title is not met.
- B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.
- C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.

ADM, Minerals
Bureau of Land Management

February 28, 1991
Date

NMNM84626X
Contract No.

FISK & VANDIVER

ATTORNEYS AT LAW OIL CONSERVATION DIVISION
SEVENTH & MAHONE / SUITE E RECEIVED
ARTESIA, NEW MEXICO 88210
(505) 746-9841

'91 APR 3 AM 9 09

JOHN FISK
DAVID R. VANDIVER
HARRY T. NUTTER

FAX
(505) 746-4208

March 29, 1991

Energy, Minerals and Natural
Resources Department
Oil Conservation Division
P. O. Box 2088
Santa Fe, New Mexico 87504

Re: Case No. 10225
Order No. R-9442
Salt Creek Unit
Chaves County, New Mexico

Gentlemen:

Enclosed for filing are executed counterparts of the Unit Agreement for the Development and Operation of the Salt Creek Unit Area, Chaves County, New Mexico, and Unit Operating Agreement dated January 24, 1991, as required by Order No. R-9442 entered in Case No. 10225 on February 19, 1991. Also enclosed are copies of the Certification -- Determination dated February 28, 1991, and Certificate of Approval dated March 28, 1991, but effective February 28, 1991, whereby the Bureau of Land Management and Commissioner of Public Lands, respectively, approved the Unit Agreement.

Please contact me if you require anything further in connection with this matter.

Thank you.

Very truly yours,

FISK & VANDIVER

David R. Vandiver

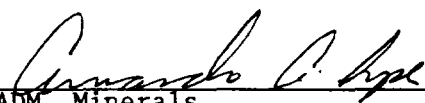
DRV:pvw
Enclosures

cc: Mr. Rob Bullock

CERTIFICATION--DETERMINATION

Pursuant to the authority vested in the Secretary of the Interior, the Act approved February 25, 1920, 41 Stat. 437, as amended, 30 U.S.C., secs. 181, et seq., and delegated to the District Manager under the authority of 43 CFR 3180, I do hereby:

- A. Approve the attached agreement for the development and operation of the Salt Creek unit area, State of New Mexico. This approval shall be invalid ab initio if the public interest requirement under §3183.4 (b) of this title is not met.
- B. Certify and determine that the unit plan of development and operation contemplated in the attached agreement is necessary and advisable in the public interest for the purpose of more properly conserving the natural resources.
- C. Certify and determine that the drilling, producing, rental, minimum royalty, and royalty requirements of all Federal leases committed to said agreement are hereby established, altered, changed, or revoked to conform with the terms and conditions of this agreement.



ADM, Minerals
Bureau of Land Management

February 28, 1991

Date

NMNM84626X

Contract No.



NEW MEXICO STATE LAND OFFICE

CERTIFICATE OF APPROVAL

COMMISSIONER OF PUBLIC LANDS, STATE OF NEW MEXICO

SALT CREEK UNIT
YATES PETROLEUM CORPORATION

There having been presented to the undersigned Commissioner of Public Lands of the State of New Mexico for examination, the attached Agreement for the development and operation of acreage which is described within the attached Agreement, dated January 24, 1991, which said Agreement has been executed by parties owning and holding oil and gas leases and royalty interests in and under the property described, and upon examination of said Agreement, the Commissioner finds:

- (a) That such agreement will tend to promote the conservation of oil and gas and the better utilization of reservoir energy in said area.
- (b) That under the proposed agreement, the State of New Mexico will receive its fair share of the recoverable oil or gas in place under its lands in the area.
- (c) That each beneficiary Institution of the State of New Mexico will receive its fair and equitable share of the recoverable oil and gas under its lands within the area.
- (d) That such agreement is in other respects for the best interests of the state, with respect to state lands.

NOW, THEREFORE, by virtue of the authority conferred upon me under Sections 19-10-45, 19-10-46, 19-10-47, New Mexico Statutes Annotated, 1978 Compilation, I, the undersigned Commissioner of Public Lands of the State of New Mexico, do hereby consent to and approve the said Agreement, however, such consent and approval being limited and restricted to such lands within the Unit Area, which are effectively committed to the Unit Agreement as of this date, and, further, that leases insofar as the lands covered thereby committed to this Unit Agreement shall be and the same are hereby amended to conform with the terms of such Unit Agreement, and said leases shall remain in full force and effect in accordance with the terms and conditions of said Agreement. This approval is subject to all of the provisions and requirements of the aforesaid statutes.

IN WITNESS WHEREOF, this Certificate of Approval is executed, with seal affixed, this 28th day of March, 19 91.

Salt Creek Unit effective date is February 28, 1991.

Jim Baca
COMMISSIONER OF PUBLIC LANDS
of the State of New Mexico

UNIT AGREEMENT
FOR THE DEVELOPMENT AND OPERATION
OF THE
SALT CREEK UNIT
COUNTY OF CHAVES
STATE OF NEW MEXICO
NO. NMNM 84626X

THIS AGREEMENT, entered into as of the 24th day of January 1991, by and between the parties subscribing, ratifying, or consenting hereto, and herein referred to as the "parties hereto",

WITNESSETH:

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

WHEREAS, the Mineral Leasing Act of February 25, 1920, 41 Statute 437, as amended 30 U.S.C. Section 181 et. seq., authorizes Federal lessees and their representatives to unite with each other, or jointly or separately with others, in collectively adopting and operating a unit plan of development or operations of any oil and gas pool, field, or like area, or any part thereof for the purpose of more properly conserving the natural resources thereof whenever determined and certified by the Secretary of the Interior to be necessary or advisable in the public interest; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Section 19-10-45, 46, 47 NM Statutes 1978 Annotated) to consent to or approve this agreement on behalf of the State of New Mexico, insofar as it covers and includes lands and mineral interest of the State of New Mexico; and

WHEREAS, the Oil Conservation Division of the New Mexico Energy and Minerals Department, hereinafter referred to as "Division", is authorized by an act of the Legislature (Chapter 70 and 71, NM Statutes 1978 Annotated) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the Salt Creek Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and

WHEREAS, it is the purpose of the parties hereto to conserve natural resources, prevent waste, and secure other benefits obtainable through development and operation of the area subject to this agreement under the terms, conditions, and limitations herein set forth;

NOW, THEREFORE, in consideration of the premises and the promises herein contained, the parties hereto commit to this agreement their respective interests in the below defined unit area, and agree severally among themselves as follows:

1. ENABLING ACT AND REGULATIONS. The Mineral Leasing Act of February 25, 1920, as amended, supra, and all valid pertinent regulations including operating and unit plan regulations, heretofore issued thereunder or valid, pertinent and reasonable regulations hereafter issued thereunder are accepted and made a part of this agreement as to Federal lands, provided such regulations are not inconsistent with the terms of this agreement; and as to non-Federal lands, the oil and gas operating regulations in effect as of the effective date hereof governing drilling and producing operations, not inconsistent with the terms hereof or the laws of the State in which the non-Federal land is located, are hereby accepted and made a part of this agreement.

2. UNIT AREA. The following described land is hereby designated and recognized as constituting the unit area:

See Exhibit "B"

Exhibit "A" shows, in addition to the boundary of the unit area, the boundaries and identity of tracts and leases in said area to the extent known to the Unit Operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the Unit Operator, the acreage, percentage, and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in Exhibits "A" and "B" shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown in the Exhibits as owned by such party. Exhibits "A" and "B" shall be revised by the Unit Operator whenever changes in the unit area or in the ownership interests in the individual tracts render such revision necessary, or when requested by the Authorized officer, hereinafter referred to as "AO", or when requested by the Commissioner of Public Lands of the State of New Mexico, hereinafter referred to as "Land Commissioner", and not less than four (4) copies of the revised Exhibits shall be filed with the proper Bureau of Land Management office, and one (1) copy thereof shall be filed with the Land Commissioner, and one (1) copy with the New Mexico Oil Conservation Division of the Energy and Minerals Department, hereinafter referred to as "Division".

The above-described unit area shall, when practicable, be expanded to include therein any additional lands or shall be contracted to exclude lands whenever such expansion or contraction is deemed to be necessary or advisable to conform with the purposes of this agreement. Such expansion or contraction shall be effected in the following manner:

- (a) Unit Operator, on its own motion (after preliminary concurrence by the AO), or on demand of the AO, or the Land Commissioner (after preliminary concurrence by the AO and the Land Commissioner) shall prepare a Notice of Proposed Expansion or Contraction describing the contemplated changes in the boundaries of the unit area, the reasons therefore, any plans for additional drilling, and the proposed effective date of the expansion or contraction, preferably the first day of a month subsequent to the date of notice.
- (b) Said notice shall be delivered to the proper Bureau of Land Management office, the Land Commissioner and the Division, and copies thereof mailed to the last known address of each working interest owner, lessee and lessor whose interests are affected, advising that 30 days will be allowed for submission to the Unit Operator of any objections.
- (c) Upon expiration of the 30-day period provided in the preceding Item (b) hereof, Unit Operator shall file with the AO, the Land Commissioner and the Division, evidence of mailing of the Notice of Expansion or Contraction and a copy of any objections thereto which have been filed with Unit Operator, together with an application in triplicate, for approval of such expansion or contraction and with appropriate joinders.

- (d) After due consideration of all pertinent information, the expansion or contraction shall, upon approval by the AO, the Land Commissioner and the Division, become effective as of the date prescribed in the notice thereof or such other appropriate date.
- (e) Notwithstanding any prior elimination under the "Drilling to Discovery" section, all legal subdivisions of lands (I.e., 40 acres by Government survey or its nearest lot or tract equivalent; in instances of irregular surveys, unusually large lots or tracts shall be considered in multiples of 40 acres or the nearest allquot equivalent thereof), no parts of which are entitled to be in a participating area on or before the fifth anniversary of the effective date of the first initial participating area established under this unit agreement, shall be eliminated automatically from this agreement, effective as of said fifth anniversary, and such lands shall no longer be a part of the unit area and shall no longer be subject to this agreement, unless diligent drilling operations are in progress on unitized lands not entitled to participation on said fifth anniversary, in which event all such lands shall remain subject hereto for so long as such drilling operations are continued diligently, with not more than ninety (90) days' time elapsing between the completion of one such well and the commencement of the next such well. All legal subdivisions of lands not entitled to be in a participating area within ten (10) years after the effective date of the first initial participating area approved under this agreement shall be automatically eliminated from this agreement as of said tenth anniversary. The Unit Operator shall, within ninety (90) days after the effective date of any elimination hereunder, describe the area so eliminated to the satisfaction of the AO and Land Commissioner and promptly notify all parties in interest. All lands reasonably proved productive of unitized substances in paying quantities by diligent drilling operations after the aforesaid 5-year period shall become participating in the same manner as during said first 5-year period. However, when such diligent drilling operations cease, all nonparticipating lands not then entitled to be in a participating area shall be automatically eliminated effective as of the 91st day thereafter.

Any expansion of the unit area pursuant to this section which embraces lands theretofore eliminated pursuant to this Subsection 2(e) shall not be considered automatic commitment or recommitment of such lands. If conditions warrant extension of the 10-year period specified in this subsection, a single extension of not to exceed two (2) years may be accomplished by consent of the owners of 90% of the working interests in the current nonparticipating unitized lands and the owners of 60% of the basic royalty interests (exclusive of the basic royalty interests of the United States) in nonparticipating unitized lands with approval of the AO and the Land Commissioner provided such extension application is submitted not later than sixty (60) days prior to the expiration of said 10-year period.

3. UNITIZED LAND AND UNITIZED SUBSTANCES. All land now or hereafter committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement". All oil and gas in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

4. UNIT OPERATOR. YATES PETROLEUM CORPORATION hereby designated as Unit Operator and by signature hereto as Unit Operator agrees and consents to accept the duties and obligations of Unit Operator for the discovery, development, and production of unitized substances as herein provided. Whenever reference is made herein to the Unit Operator, such reference means the Unit Operator acting in that capacity and not as an owner of interest 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 only when such an interest is owned by it.

5. RESIGNATION OR REMOVAL OF UNIT OPERATOR. Unit Operator shall have the right to resign at any time prior to the establishment of a participating area or areas hereunder, 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 notice of intention to resign has been served by Unit Operator on all working interest owners and the AO and the Land Commissioner and the Division, and until all wells then drilled hereunder are placed in a satisfactory condition for suspension or abandonment, whichever is required by the AO as to Federal lands and the Division as to State and fee lands, unless a new Unit Operator shall have been selected and approved and shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of said period.

Unit Operator shall have the right to resign in like manner and subject to like limitations as above provided at any time after a participating area established hereunder is in existence, but in all instances of resignation or removal, until a successor Unit Operator is selected and approved as hereinafter provided, the working interest owners shall be jointly responsible for performance of the duties of Unit Operator, and shall not later than thirty (30) days before such resignation or removal becomes effective appoint a common agent to represent them in any action to be taken hereunder.

The resignation of Unit Operator shall not release Unit Operator from any liability for any default by it hereunder occurring prior to the effective date of its resignation.

The Unit Operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working Interests as herein provided for the selection of a new Unit Operator. Such removal shall be effective upon notice thereof to the AO and the Land Commissioner.

The resignation or removal of Unit Operator under this agreement shall not terminate its right, title, or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall deliver possession of all wells, equipment, materials, and appurtenances used in conducting the unit operations to the newly qualified successor Unit Operator or to the common agent, if no such new Unit Operator is selected, 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.

6. SUCCESSOR UNIT OPERATOR. Whenever the Unit Operator shall tender his or its resignation as Unit Operator or shall be removed as hereinabove provided, or a change of Unit Operator is negotiated by the working interest owners, the owners of the working interests according to their respective acreage interests in all unitized land shall, pursuant to the approval of the parties requirements of the unit operating agreement, select a successor Unit Operator. Such selection shall not become effective until:

- (a) A Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and
- (b) The selection shall have been approved by the AO and approved by the Land Commissioner.

If no successor Unit Operator is selected and qualified as herein provided, the AO and the Land Commissioner, at their election may declare this unit agreement terminated.

7. ACCOUNTING PROVISIONS AND UNIT OPERATING AGREEMENT. If the Unit Operator is not the sole owner of working interests, costs and expenses incurred by Unit Operator in conducting unit operations hereunder shall be paid and apportioned among and borne by the owners of working interests, all in accordance with the agreement or agreements entered into by and between the Unit Operator and the owners of working interests, whether one or more separately or collectively. Any agreement or agreements entered into between the working interest owners and the Unit Operator as provided in this section, whether one or more, are herein referred to as the "unit operating agreement". Such unit operating agreement shall also provide the manner in which the working interest owners shall be entitled to receive their respective proportionate and allocated share of the benefits accruing hereto in conformity with their underlying operating agreements, leases, or other independent Contracts and such other rights and obligations as between Unit Operator and the working interest owners as may be agreed upon by 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 Unit agreement, and in case of any inconsistency or conflict between this agreement and the unit operating agreement, this agreement shall govern. Two copies of any unit operating agreement executed pursuant to this section shall be filed in the proper Bureau of Land Management office and one true copy with the Land Commissioner, and one true copy with the Division prior to approval of this unit agreement.

8. 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. Acceptable evidence of title to said rights shall be deposited with 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.

9. DRILLING TO DISCOVERY. Within six (6) months after the effective date hereof, the Unit Operator shall commence to drill an adequate test well at a location approved by the AO, if on Federal land, or by the Land Commissioner, if on State land, and by the Division if on Fee land, unless on such effective date a well is being drilled in conformity with the terms hereof, and thereafter continue such drilling diligently until the Pre-Cambrian Formation has been tested or until at a lesser depth unitized substances shall be discovered which can be produced in paying quantities (to-wit: quantities sufficient to repay the costs of drilling, completing, and producing operations, with a reasonable profit) or the Unit Operator shall at any time establish to the satisfaction of the AO if on Federal land, or the Land Commissioner if on State land, or the Division if located on Fee land, that further drilling of said well would be unwarranted or impractical, provided, however, that Unit Operator shall not in any event be required to drill said well to a depth in excess of 4,000 feet. Until the discovery of unitized substances capable of being produced in paying quantities, the Unit Operator shall continue drilling one well at a time, allowing not more than six (6) months between the completion of one well and the

commencement of drilling operations for the next well, until a well capable of producing unitized substances in paying quantities is completed to the satisfaction of the AO if it be on Federal land or of the Land Commissioner if on State land, or the Division if on Fee land, or until it is reasonably proved that the unitized land is incapable of producing unitized substances in paying quantities in the formations drilled hereunder. Nothing in this section shall be deemed to limit the right of the Unit Operator to resign as provided in Section 5 hereof, or as requiring Unit Operator to commence or continue any drilling during the period pending such resignation becoming effective in order to comply with the requirements of this section.

The AO and Land Commissioner may modify any of the drilling requirements of this section by granting reasonable extensions of time when, in their opinion, such action is warranted.

Multiple Well Requirements. Notwithstanding anything in this unit agreement to the contrary, except Section 25, UNAVOIDABLE DELAY, two wells shall be drilled with no more than six-months time elapsing between the completion of the first well and commencement of drilling operations for the second well, regardless of whether a discovery has been made in any well drilled under this provision. Both the initial well and the second well must be drilled in compliance with the above specified formation or depth requirements in order to meet the dictates of this section; and the second well must be located 1,980 feet from the north line and 1,980 feet from the east line of Section 1, Township 8 South, Range 21 East, N.M.P.M., in order to be accepted by the AO as the second unit test well, within the meaning of this section. Nevertheless, in the event of the discovery of unitized substances in paying quantities by any well, this unit agreement shall not terminate for failure to complete the two-well program, but the unit area shall be contracted automatically, effective the first day of the month following the default, to eliminate by subdivisions (as defined in Section 2 (e) hereof) all lands not then entitled to be in a participating area.

Until the establishment of a participating area, the failure to commence a well subsequent to the drilling of the initial obligation well, or in the case of multiple well requirements, if specified, subsequent to the drilling of those multiple wells, as provided for in this (these) section(s), within the time allowed including any extension of time granted by the AO, shall cause this agreement to terminate automatically. Upon failure to continue drilling diligently any well other than the obligation well(s) commenced hereunder, the AO may, after 15 days notice to the Unit Operator, declare this unit agreement terminated. Failure to commence drilling the initial obligation well, or the first of multiple obligation wells, on time and to drill it diligently shall result in the unit agreement approval being declared invalid *ab initio* by the AO. In the case of multiple well requirements, failure to commence drilling the required multiple wells beyond the first well, and to drill them diligently, may result in the unit agreement approval being declared invalid *ab initio* by the AO;

10. PLAN OF FURTHER DEVELOPMENT AND OPERATION. Within six (6) months after completion of a well capable of producing unitized substances in paying quantities, the Unit Operator shall submit for the approval of the AO, the Land Commissioner and Division, an acceptable plan of development and operation for the unitized land which, when approved by the AO, the Land Commissioner and Division, shall constitute the further Drilling 2nd Development obligations of the Unit Operator under this agreement for the period specified therein. Thereafter, from time to time before the expiration of any existing plan, the Unit Operator shall submit for the approval of the AO, the Land Commissioner and Division a plan for an additional specified period for the development and operation of the unitized land. Subsequent plans should normally be filed on a calendar year basis not later than March 1 each year. Any proposed modification or addition to the existing plan should be filed as a supplement to the plan.

Any plan submitted pursuant to this section shall provide for the timely exploration of the unitized area, and for the diligent drilling necessary for determination of the area or areas capable of producing

unitized substances in paying quantities in each and every productive formation. This plan shall be as complete and adequate as the AO, the Land Commissioner and Division may determine to be necessary for timely development and proper conservation of the oil and gas resources of the unitized area and shall:

- (a) Specify the number and locations of any wells to be drilled and the proposed order and time for such drilling; and
- (b) Provide a summary of operations and production for the previous year.

Plans shall be modified or supplemented when necessary to meet changed conditions or to protect the interests of all parties to this agreement. Reasonable diligence shall be exercised in complying with the obligations of the approved plan of development and operation. The AO and the Land Commissioner are authorized to grant a reasonable extension of the 6-month period herein prescribed for submission of an initial plan of development and on operation where such action is justified because of unusual conditions or circumstances.

After completion of a well capable of producing unitized substances in paying quantities, no further wells, except such as may be necessary to afford protection against operations not under this agreement and such as may be specifically approved by the AO, the Land Commissioner and Division, shall be drilled except in accordance with an approved plan of development and operation.

11. PARTICIPATION AFTER DISCOVERY. Upon completion of a well capable of producing unitized substances in paying quantities, or as soon thereafter as required by the AO, the Land Commissioner or the Division, the Unit Operator shall submit for approval by the AO, the Land Commissioner and Division, a schedule, based on subdivisions of the public-land survey or aliquot parts thereof, of all land then regarded as reasonably proved to be productive of unitized substances in paying quantities. These lands shall constitute a participating area on approval of the AO, the Land Commissioner and Division effective as of the date of completion of such well or the effective date of this unit agreement, whichever is later. The acreages of both Federal and non-Federal lands shall be based upon appropriate computations from the courses and distances shown on the last approved public-land survey as of the effective date of each initial participating area. The schedule shall also set forth the percentage of unitized substances to be allocated, as provided in Section 12 to each committed tract in the participating area so established, and shall govern the allocation of production commencing with the effective date of the participating area. A different participating area shall be established for each separate pool or deposit of unitized substances or for any group thereof which is produced as a single pool or zone, and any two or more participating areas so established may be combined into one, on approval of the AO, the Land Commissioner and the Division. When production from two or more participating areas is subsequently found to be from a common pool or deposit, the participating areas shall be combined into one, effective as of such appropriate date as may be approved or prescribed by the AO, the Land Commissioner and Division. The participating area or areas so established shall be revised from time to time, subject to the approval of the AO, the Land Commissioner, and Division to include additional lands then regarded as reasonably proved to be productive of unitized substances in paying quantities or which are necessary for unit operations, or to exclude lands then regarded as reasonably proved not to be productive of unitized substances in paying quantities, and the schedule of allocation percentages shall be revised accordingly. The effective date of any revision shall be the first of the month in which the knowledge or information is obtained on which such revision is predicated; provided, however, that a more appropriate effective date may be used if justified by the Unit Operator and approved by the AO, the Land Commissioner and Division. No land shall be excluded from a participating area on account of depletion of its unitized substances, except that any participating area established under the provisions of this unit agreement shall terminate automatically whenever all completions in the formation on which the participating areas is based are abandoned.

It is the intent of this section that a participating area shall represent the area productive of unitized substances known or reasonably proved to be productive in paying quantities or which are necessary for unit operations; but, regardless of any revision of the participating area, nothing herein contained shall be construed as requiring any retroactive adjustment for production obtained prior to the effective date of the revision of the participating area.

In the absence of agreement at any time between the Unit Operator and the AO, the Land Commissioner and Division, as to the proper definition or redefinition of a participating area, or until a participating area has, or areas have, been established, the portion of all payments affected thereby shall, except royalty due the United States, be impounded in a manner mutually acceptable to the owners of committed working interests and the AO and the Land Commissioner. Royalties due to the United States and the State of New Mexico shall be determined by the AO for Federal lands and the Land Commissioner for the State lands and the amount thereof shall be deposited, as directed by the AO and the Land Commissioner until a participating area is finally approved and then adjusted in accordance with a determination of the sum due as Federal royalty on the basis of such approved participating area.

Whenever it is determined, subject to the approval of the AO, the Land Commissioner and the Division, that a well drilled under this agreement is not capable of production of unitized substances in paying quantities and inclusion in a participating area of the land on which it is situated in a participating area is unwarranted, production from such well shall, for the purposes of settlement among all parties other than working interest owners, be allocated to the land on which the well is located, unless such land is already within the participating area established for the pool or deposit from which such production is obtained. Settlement for working interest benefits from such a nonpaying unit well shall be made as provided in the unit operations agreement.

12. ALLOCATION OF PRODUCTION. All unitized substances produced from each participating area established under this agreement, except any part thereof used in conformity with good operating practices within the unitized area for drilling, operating, and other production for development purposes for repressuring or recycling in accordance with a plan of development and operations which has been approved by the AO, Land Commissioner and Division, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of unitized land of the participating area established for such production. For the purpose of determining any benefit accruing under this agreement, each such tract of unitized land shall have allocated to it such percentage of said production as the number of acres of such tract included in said participating area bears to the total acres of unitized land in said participating area, except that allocation of production hereunder for purposes other than for settlement of the royalty, overriding royalty, or payment out of production obligations of the respective working interest owners, shall be on the basis prescribed in the unit operating agreement whether in conformity with the basis of allocation herein set forth or otherwise. It is hereby agreed that production of unitized substances from a participating area shall be allocated as provided herein regardless of whether any wells are drilled on any particular part or tract of the participating area. If any gas produced from one participating area is used for repressuring or recycling purposes in another participating area, the first gas withdrawn from the latter participating area for sale during the life of this agreement, shall be considered to be the gas so transferred, until an amount equal to that transferred shall be so produced for sale and such gas shall be allocated to the participating area from which initially produced as such area was defined at the time of such transferred gas was finally produced and sold.

13. DEVELOPMENT OR OPERATION OF NON-PARTICIPATING LAND OR FORMATIONS. Any party hereto owning or controlling the working interest in any unitized land having thereon a regular well location may with the approval of the AO and the Land Commissioner, and the Division at such party's sole risk, cost and expense, drill an oil well to test any formation provided the well is outside any participating area established for that formation, unless within ninety (90) days of receipt of notice from said party of his intention to drill the well, the Unit Operator elects and commences to drill the well in a like manner as other wells are drilled by the Unit Operator under this agreement.

If any well drilled under this section by a working interest owner results in production of unitized substances in paying quantities such that the land upon which it is situated may properly be included in a participating area, such participating area shall be established or enlarged as provided in this agreement and the well shall thereafter be operated by the Unit Operator in accordance with the terms of this agreement and the Unit operating agreement.

If any well drilled under this section by a working interest owner that obtains production in quantities insufficient to justify the inclusion of the land upon which such well is situated in a participating area, such well may be operated and produced by the party drilling the same, subject to the conservation requirements of this agreement. The royalties in amount or value of production from any such well shall be paid as specified in the underlying lease and agreements affected.

14. ROYALTY SETTLEMENT. The United States and any State and any royalty owner who is entitled to take in kind a share of the substances now unitized hereunder shall hereafter be entitled to the right to take in kind its share of the unitized substances, and Unit Operator, or the working interest owner in case of the operation of a well by a working interest owner as herein provided for in special cases, shall make deliveries of such royalty share taken in kind in conformity with the applicable contracts, laws, and regulations. Settlement for royalty interest not taken in kind shall be made by working interest owners responsible therefore under existing contracts, laws and regulations, or by the Unit Operator on or before the last day of each month for unitized substances produced during the preceding calendar month; provided, however, that nothing in this section shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any royalties due under their leases.

If gas obtained from lands not subject to this agreement is introduced in to any participating area hereunder, for use in repressuring, stimulation of production, or increasing ultimate recovery in conformity with a plan of development and operation approved by the AO and the Land Commissioner and the Division, a like amount of gas, after settlement as herein provided for any gas transferred from any other participating area and with appropriate deduction for loss from any cause, may be withdrawn from the formation into which the gas is introduced, royalty free as to dry gas, but not as to any products which may be extracted therefrom; provided that such withdrawal shall be at such time as may be provided in the approved plan of development and operation or as may otherwise be consented to by the AO and the Land Commissioner and the Division as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

Royalty due the United States shall be computed as provided in 30 CFR Group 200 and paid in value or delivered in kind as to all unitized substances on the basis of the amounts thereof allocated to unitized Federal land as provided in Section 12 at the rates specified in the respective Federal lease, or at such other rate or rates as may be authorized by law or regulation and approved by the AO; provided, that for leases on which the royalty rate depends on the daily average production per well, said average production shall be determined in accordance with the operating regulations as though each participating area were a single consolidated lease.

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

15. RENTAL SETTLEMENT. Rental or minimum royalties due on leases committed hereto shall be paid by appropriate working interest owners under existing contracts, laws, and regulations, provided that nothing herein contained shall operate to relieve the lessees of any land from their respective lease obligations for the payment of any rental or minimum royalty due under their leases. Rental or minimum royalty for lands of the United States subject to this agreement shall be paid at the rate specified in the respective leases from the United States unless such rental or minimum royalty is waived, suspended, or reduced by law or by approval of the Secretary or his duly authorized representative.

Rentals on State of New Mexico lands subject to this agreement shall be paid at the rate specified in the respective leases.

With respect to any lease on non-federal land containing provisions which would terminate such lease unless drilling operations are commenced upon the land covered thereby within the time therein specified or rentals are paid for the privilege of deferring such drilling operations, the rentals required thereby shall, notwithstanding any other provision of this agreement, be deemed to accrue and become payable during the term thereof as extended by this agreement and until the required drilling operations are commenced upon the land covered thereby, or until some portion of such land is included within a participating area.

16. CONSERVATION. Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State or Federal law or regulation.

17. DRAINAGE. The Unit Operator shall take such measures as the AO and Land Commissioner deems appropriate and adequate to prevent drainage of unitized substances for unitized land by wells on land not subject to this agreement, which shall include the drilling of protective wells and which may include the payment of a fair and reasonable compensatory royalty, as determined by the AO, as to Federal leases and the Land Commissioner, as to State leases.

18. LEASES AND CONTRACTS CONFORMED AND EXTENDED. The terms, conditions, and provisions of all leases, subleases, and other contracts relating to exploration, drilling, development, or operation for oil or gas on lands committed to this agreement are hereby expressly modified and amended to the extent necessary to make the same conform to the provisions hereof, but otherwise to remain in full force and effect; and the parties hereto hereby consent that the Secretary, as to Federal leases and the Land Commissioner, as to State leases, shall and each 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 Federal leases committed hereto and the regulations in respect thereto to conform said requirements to the provisions of this agreement, and, 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 separately owned tract subject to this agreement, regardless of whether there is any development of any particular tract of this unit area.
- (b) Drilling and producing operations performed hereunder upon any tract of unitized lands will 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 the land therein embraced.

- (c) Suspension of drilling or producing operations on all unitized lands pursuant to direction or consent of the AO and the Land Commissioner or his duly authorized representative, shall be deemed to constitute such suspension pursuant to such direction or consent as to each and every tract of unitized land. A suspension of drilling or producing operations limited to specified lands shall be applicable only to such lands.
- (d) Each lease, sublease or contract relating to the exploration drilling, development, or operation for oil or gas of lands other than those of the United States and State of New Mexico committed to this agreement which, by its terms might expire prior to the termination of this agreement, is hereby extended beyond any such terms so provided therein so that it shall be continued in full force and effect for and during the term of this agreement.
- (e) Any Federal lease committed hereto shall continue in force beyond term so provided therein or by law as to the land committed so long as such lease remains subject hereto, provided that production of unitized substances in paying quantities is established in paying quantities under this unit agreement prior to the expiration date of the term of such lease, or in the event actual drilling operations are commenced on unitized land, in accordance with provisions of this agreement, prior to the end of the primary term of such lease and are being diligently prosecuted at that time, such lease shall be extended for two years, and so long thereafter as oil or gas is produced in paying quantities in accordance with the provisions of the Mineral Leasing Act, as amended.
- (f) Each sublease or contract relating to the operation and development of unitized substances from lands of the United States committed to this agreement, which by its terms would expire prior to the time at which the underlying lease, as extended by the immediately preceding paragraph, will expire, is hereby extended beyond any such term so provided therein so that it shall be continued in full force and effect for and during the term of the underlying lease as such term is herein extended.
- (g) The segregation of any Federal lease committed to this agreement is governed by the following provision in the fourth paragraph of Section 17(m) of the Mineral Leasing Act, as amended by the Act of September 2, 1960, (74 Stat. 781-784) (30 U.S.C. 226(m)): "Any (Federal) lease heretofore or hereafter committed to any such (unit) plan embracing lands that are in part within and in part outside of the area covered by any such plan shall be segregated into separate leases as to the lands committed and the lands not committed as of the effective date of unitization. Provided, however, that any such lease as to the non-unitized portion shall continue in force and effect for the term thereof, but for not less than two years from the date of such segregation and so long thereafter as oil or gas is produced in paying quantities."

If the public interest requirement is not satisfied, the segregation of a lease and/or extension of a lease pursuant to 43 CFR 3107.3-2 and 43 CFR 3107.4, respectfully, shall not be effective.

- (h) In the event the Initial Test Well is commenced prior to the expiration date of the shortest term State Lease within the Unit Area, any lease embracing lands of the State of New Mexico which is made the subject to this agreement, shall continue in force beyond the term provided therein as to the lands committed hereto until the termination hereof.

- (i) Any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto, shall be segregated as to the portion committed and the portion not committed, and the terms of such lease shall apply separately to such segregated portions commencing as the effective date hereof; contrary any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto 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 discovered and is capable of being produced in paying quantities from some part of the lands embraced in such lease at the expiration of the secondary term of such lease; or if, at the expiration of the secondary term, the lessee or the Unit Operator is then engaged in bona fide drilling or reworking operations on some part of the lands embraced in such lease, the same as to all lands embraced therein, shall remain in full force and effect so long as such operations are being 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 the lands embraced therein, so long thereafter as oil or gas in paying quantities is being produced from any portion of said lands.

19. 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 lease 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, royalty, or other 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, photostatic, or certified copy of the instrument of transfer.

20. EFFECTIVE DATE AND TERM. This agreement shall become effective upon approval by the AO and the Land Commissioner or their duly authorized representative and shall automatically terminate five (5) years from said effective date unless:

- (a) Upon application by the Unit Operator such date of expiration is extended by the AO and the Land Commissioner; or
- (b) It is reasonably determined prior to the expiration of the fixed term or any extension thereof that the unitized land is incapable of production of unitized substances in paying quantities in the formations tested hereunder, and after notice of intention to terminate this agreement on such ground is Given by the Unit Operator to all parties in interest at their last known addresses, this agreement is terminated with approval of the AO and the Land Commissioner; or
- (c) A valuable discovery of unitized substances in paying quantities has been made or accepted on unitized land during said initial term or any extension thereof, in which event this agreement shall remain in effect for such term and so long thereafter as unitized substances can be produced as to Federal lands and are being produced as to State lands in quantities sufficient to pay for the cost of producing same from wells on unitized land within any participating area established hereunder. Should production cease and diligent drilling operations to restore production or new production are not in progress or reworking within sixty (60) days and production is not restored or should new production not be obtained in paying quantities on committed lands within this unit area, this agreement will automatically terminate effective the last day of the month in which the last unitized production occurred; or,

- (d) It is voluntarily terminated as provided in this agreement. Except as noted herein this agreement may be terminated at any time prior to the discovery of unitized substances which can be produced in paying quantities by not less than 75 per centum, on an acreage basis, of the working interest owners signatory hereto, with the approval of the AO and the Land Commissioner. The Unit Operator shall give notice of any such approval to all parties hereto. Voluntary termination may not occur during the first six (6) months of this agreement unless at least one obligation well shall have been drilled in conformance with Section 9.

21. RATE OF PROSPECTING, DEVELOPMENT, AND PRODUCTION. The AO is hereby vested with authority to alter or modify from time to time, in his discretion, the quantity and rate of production under this agreement when such quantity and rate are not fixed pursuant to Federal or State law, or do not conform to any State-wide voluntary conservation or allocation program which is established, recognized, and generally adhered to by the majority of operators in such State. The above authority is hereby limited to alteration or modifications which are in the public interest. The public interest to be served and the purpose thereof, must be stated in the order of alteration or modification. Without regard to the foregoing, the AO is also hereby vested with authority to alter or modify from time to time, in his discretion, the rate of prospecting and development and the quantity and rate of production under this agreement when such alteration or modification is in the interest of attaining the conservation objectives stated in this agreement and is not in violation of any applicable Federal or State law; provided, further, that no such alteration or modification shall be effective as to any land of the State of New Mexico, as to the rate of prospecting and developing in the absence of the specific written approval thereof by the Commissioner and also to any lands of the State of New Mexico or privately owned lands subject to this agreement as to the quantity and rate of production in the absence of specific written approval thereof by the Division.

Powers in the section vested in the AO shall only be exercised after notice to Unit Operator and opportunity for hearing to be held not less than 15 days from notice.

22. APPEARANCES. Unit Operators shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interest affected hereby before the Department of the Interior and the Commissioner of Public Lands and Division, and to appeal from orders issued under the regulations of said Department or Land Commissioner and Division or to apply for relief from any of said regulations, or in any proceedings relative to operations before the Department or the Land Commissioner and Division or any other legally constituted authority; provided, however, that any other interested party shall also have the right at its own expense to be heard in any such proceeding.

23. NOTICES. All notices, demands, or statements required hereunder to be given or rendered to the parties hereto shall be in writing and shall be personally delivered to the party or parties, or sent by postpaid registered or certified mail, to the last known address of the party or parties.

24. NO WAIVER OF CERTAIN RIGHTS. Nothing contained in this agreement shall be construed as a waiver by any party hereto of the right to assert any legal or constitutional right or defense as to the validity or invalidity of any law of the State where unitized lands are located, or of the United States, 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.

25. UNAVOIDABLE DELAY. All obligations under this agreement requiring the Unit Operator to commence or continue drilling, or to operate on, or produce unitized substances from any of the lands covered by this agreement, shall be suspended while 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 agencies,

unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary materials or equipment in open market, or other matters beyond the reasonable control of the Unit Operator whether similar to matters herein enumerated or not.

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

27. LOSS OF TITLE. In the event title to any tract of unitized land shall fail and the true owner cannot be induced to join in this unit agreement, such tract shall be automatically regarded as not committed hereto, and there shall be such readjustment of future costs and benefits as may be required on account of the loss of such title. In the event of a dispute as to title to any royalty, working interest, or other interests subject thereto, payment or delivery on account thereof may be withheld without liability for interest until the dispute is finally settled; provided, that, as to Federal and State lands or leases, no payments of funds due the United States or the State of New Mexico should be withheld, but such funds shall be Deposited as directed by the AO and such funds of the State of New Mexico shall be deposited as directed by the Land Commissioner, to be held as unearned money pending final settlement of the title dispute, and then applied as earned or returned in accordance with such final settlement.

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

28. NON-JOINDER AND SUBSEQUENT JOINDER. If the owner of any substantial interest in a tract within the unit area fails or refuses to subscribe or consent to this agreement, the owner of the working interest in that tract may withdraw the tract from this agreement by written notice delivered to the proper Bureau of Land Management office, the Land Commissioner, the Division and the Unit Operator prior to the approval of this agreement by the AO and Commissioner. Any oil or gas interests in lands within the unit area not committed hereto prior to final approval may thereafter be committed hereto by the owner or owners thereof subscribing or consenting to this agreement, and, if the interest is a working interest, by the owner of such interest only subscribing to the unit operating agreement. After operations are commenced hereunder, the right of subsequent joinder, as provided in this section by a working interest owner is subject to such requirements or approval(s), if any, pertaining to such joinder, as may be provided for in the unit operating agreement. After final approval hereof, joinder by a non-working interest owner must be consented to in writing by the working interest owner committed hereto and responsible for the payment of any benefits that may accrue hereunder in behalf of such non-working interest. A nonworking interest may not be committed to this unit agreement unless the corresponding working interest is committed hereto. Joinder to the Unit agreement by a working interest owner, at any time, must be accompanied by appropriate joinder to the unit operating agreement, in order for the interest to be regarded as committed to this agreement. Except as may otherwise herein be provided, subsequent joinders to this agreement shall be effective as of the date of the filing with the AO, the Land Commissioner and the Division of duly executed counterparts of all or any papers necessary to establish effective commitment of any interest and/or tract to this agreement.

29. COUNTERPARTS. This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties or 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 such 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.

30. SURRENDER. Nothing in this agreement shall prohibit the exercise by any working interest owner of the right to surrender vested in such party by any lease, sublease, or operating agreement as to all or any part of the lands covered thereby, provided that each party who will or might acquire such working interest by such surrender or by forfeiture as hereafter set forth, is bound by the terms of this agreement.

If as a result of any such surrender, the working interest rights as to such lands become vested in any party other than the fee owner of the unitized substances, said party may forfeit such rights and further benefits from operation hereunder as to said land to the party next in the chain of title who shall be and become the owner of such working interest.

If, as a result of any such surrender or forfeiture, working interest rights become vested in the fee owner of the unitized substances, such owner may:

- (a) accept those working interest rights subject to this agreement and the unit operating agreement; or
- (b) lease the portion of such land as is included in a participating area established hereunder subject to this agreement and the unit operating agreement; or
- (c) provide for the independent operation of any part of such land that is not then included within a participating area established hereunder.

If the fee owner of the unitized substances does not accept the working interest rights subject to this agreement and the unit operating agreement or lease such lands as above provided within six (6) months after the surrendered or forfeited, working interest rights become vested in the fee owner, the benefits and obligations of operations accruing to such lands under this agreement and the Unit operating agreement shall be shared by the remaining owners of unitized working interests in accordance with their respective working interest ownerships, and such owners of working interests shall compensate the fee owner of unitized substances in such lands by paying sums equal to the rentals, minimum royalties, and royalties applicable to such lands under the lease in effect when the lands were unitized.

An appropriate accounting and settlement shall be made for all benefits accruing to or payments and expenditures made or incurred on behalf of such surrendered or forfeited working interest subsequent to the date of surrender or forfeiture, and payment of any monies found to be owing by such an accounting shall be made as between the parties within thirty (30) days.

The exercise of any right vested in a working interest owner to reassign such working interest to the party from whom obtained shall be subject to the same conditions as set forth in this section in regard to the exercise of a right to surrender.

31. TAXES. The working interest owners shall render and pay for their account and the account of the royalty owners all valid taxes on or measured by the unitized substances in and under or that may be produced, gathered and sold from the land covered by this agreement after its effective date, or upon the proceeds derived therefrom. The working interest owners on each tract shall and may charge the proper proportion of said taxes to royalty owners having interest in said tract, and may currently retain and deduct a sufficient amount of the unitized substances or derivative products, or net proceeds thereof, from the allocated share of each royalty owner to secure reimbursement for the taxes so paid. No such taxes shall be charged to the United States or the State of New Mexico or to any lessor who has a contract with his lessee which requires the lessee to pay such taxes.

32. NO PARTNERSHIP. It is expressly agreed that the relations of the parties hereto is that of independent contractors and nothing contained this agreement expressed or implied, nor any operations conducted shall create or be deemed to have created a partnership or association between the parties hereto or any of them.

33. SURFACE AND ENVIRONMENTAL PROTECTION STIPULATIONS. Nothing in this agreement shall modify or change either the special Federal lease stipulations relating to surface management or such special Federal lease stipulations relating to surface and environmental protection, attached to and made a part of, Oil and Gas Leases covering lands within the Unit Area.

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

UNIT OPERATOR AND WORKING INTEREST OWNER

YATES PETROLEUM CORPORATION

By [Signature]
Attorney-in-Fact

Address: 105 South Fourth Street
Artesia, New Mexico 88210

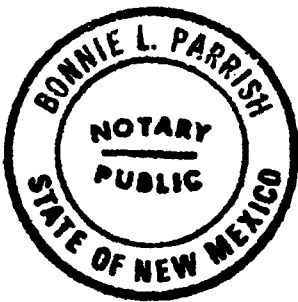
Date of Execution January 21, 1991

STATE OF NEW MEXICO)
 :ss
COUNTY OF EDDY)

This instrument was acknowledged before me this 21st day of January, 1991, by John A. Yates, Attorney-in-Fact for YATES PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:
August 28, 1991

[Signature]
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of February, 1991.

ABO PETROLEUM CORPORATION

By 

Attorney-in-Fact

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of February, 1991, by John A. Yates, Attorney-in-Fact for ABO PETROLEUM CORPORATION, a New Mexico corporation, on behalf of said corporation.

My commission expires:

7/11/95


Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commission of Public Lands, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 27th day of February, 1991.

BECHTEL ENERGY PARTNERS LTD.

By: BECHTEL ENERGY RESOURCES CORP.
Its General Partner

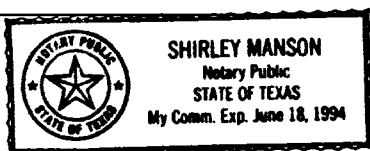
By: [Signature]
Title: Senior Vice President

Address: P. O. Box 4253
Houston, TX 77210-4253

STATE OF TEXAS)
)ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 27th day of February, 1991, by Ross J. Connelly, Senior Vice President, Bechtel Energy Resources Corp., General Partner of BECHTEL ENERGY PARTNERS LTD., a Texas Limited Partnership.

My commission expires:



[Signature]
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.

MYCO INDUSTRIES, INC.

By Frank Yates, Jr.
Attorney-in-Fact B7

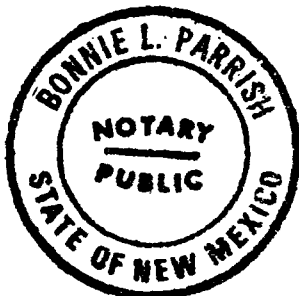
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by Frank Yates, Jr., Attorney-in-Fact for MYCO INDUSTRIES, INC., a New Mexico corporation, on behalf of said corporation.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commission of Public Lands, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 27th day of February, 1991.

BECHTEL ENERGY PARTNERS LTD.

By: BECHTEL ENERGY RESOURCES CORPORATION

Its General Partner

(Formerly SEQUOIA ASSOCIATES LIMITED)

By

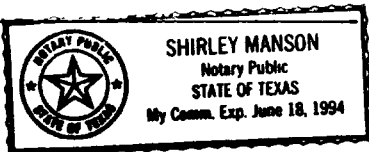
Ross J. Connelly
Title Senior Vice President

Address: P. O. Box 4253
Houston, TX 77210-4253

STATE OF TEXAS)
) : ss
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 27th day of February, 1991, by Ross J. Connelly, Senior Vice President of BECHTEL ENERGY RESOURCES CORPORATION, General Partner of BECHTEL ENERGY PARTNERS LTD., a Texas Limited Partnership.

My commission expires:



Shirley Manson
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of February, 1991.

YATES DRILLING COMPANY

By Peyton Yates
Attorney-in-Fact BP
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of February, 1991, by Peyton Yates, Attorney-in-Fact for YATES DRILLING COMPANY, a New Mexico corporation, on behalf of said corporation.

My commission expires:
1/11/95

Karen Kinn
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18th day of February, 1991.

MARICO EXPLORATION, INC.

By M. S. S. S. S.
Attorney-in-Fact Sp

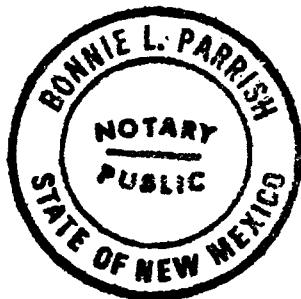
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 18th day of February, 1991, by Mr. S. S. S. Attorney-in-Fact for MARICO EXPLORATION, INC., a New Mexico corporation, on behalf of said corporation.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.

Lester J. Price
LESTER J. PRICE *Bp*

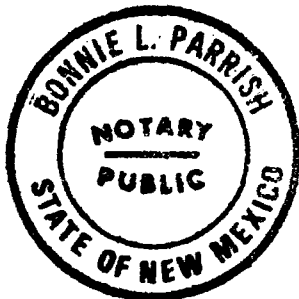
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by LESTER J. PRICE, a married man, dealing in his sole and separate property.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.

Cynthia Yates Price
CYNTHIA ANN YATES PRICE *Ap*

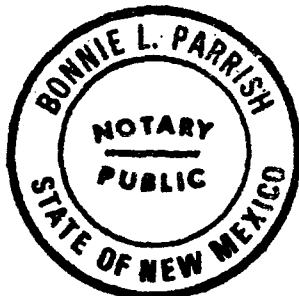
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by CYNTHIA ANN YATES PRICE, a married woman, dealing in her sole and separate property.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public



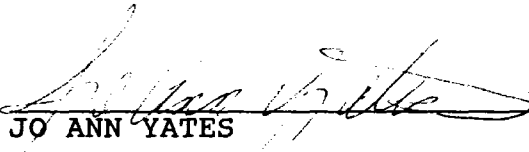
RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

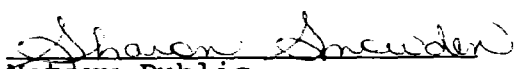
EXECUTED this 26th day of February, 1991.


JO ANN YATES
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of February, 1991, by JO ANN YATES, a single woman, dealing in her sole and separate property.

My commission expires:
3-1-94


Notary Public


RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 26th day of February, 1991.

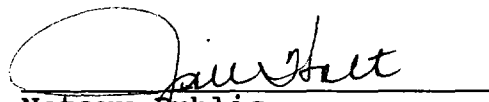

PEGGY A. YATES, by Harvey Apple,
Attorney-in-Fact

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 26th day of February, 1991, by Harvey Apple, Attorney-in-Fact for PEGGY A. YATES.

My commission expires:
1-11-95


Notary Public

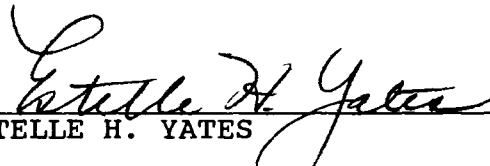
RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of February, 1991.

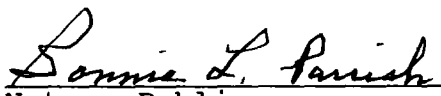

ESTELLE H. YATES Ap

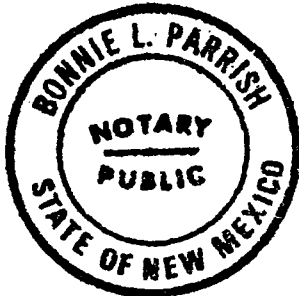
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of February, 1991, by ESTELLE H. YATES, a married woman, dealing in her sole and separate property.

My commission expires:
August 28, 1991


Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.

ESTATE OF LILLIE M. YATES
ESTATE OF MARTIN YATES III

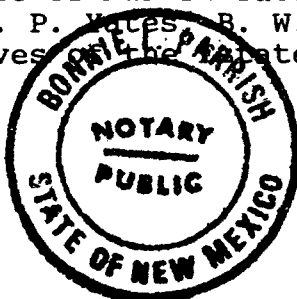
By Frank Yates, Jr.
Frank Yates, Jr., Attorney-in-Fact for Sp
S. P. Yates, Peyton Yates and Frank
Yates, Jr., Personal Representatives of
the Estate of Martin Yates III,
Deceased, and as Attorney-in Fact for
S. P. Yates, B. W. Harper and Frank
Yates, Jr., Personal Representatives of
the Estate of Lillie M. Yates, Deceased.

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 :ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th
day of February, 1991, by Frank Yates, Jr., Attorney-in-Fact
for S. P. Yates, Peyton Yates and Frank Yates, Jr., Personal Repre-
sentatives of the Estate of Martin Yates III, Deceased, and as
Attorney-in-Fact for S. P. Yates, B. W. Harper and Frank Yates, Jr.,
Personal Represent-atives of the Estate of Lillie M. Yates, Deceased.

My commission expires:
August 28, 1991



Bonnie L. Parish
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.



JOHN A. YATES, JR. Bp

105 South Fourth Street
Artesia, New Mexico 88210

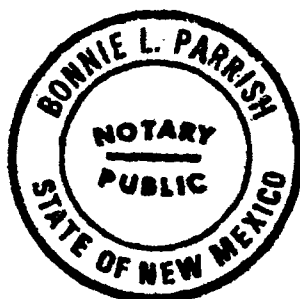
STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by JOHN A. YATES, JR., a married man, dealing in his sole and separate property.

My commission expires:
August 28, 1991



Notary Public



RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.

S. P. YATES *BP*

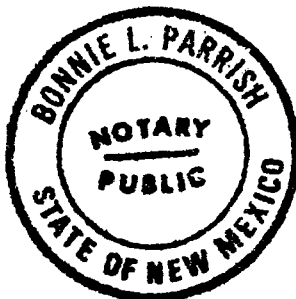
105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 15th day of February, 1991, by S. P. YATES, a married man, dealing in his sole and separate property.

My commission expires:
August 28, 1991

Bonnie L. Parrish
Notary Public



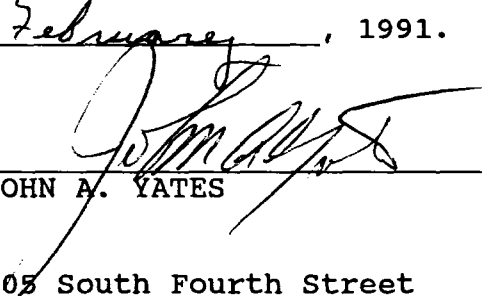
RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 15th day of February, 1991.



JOHN A. YATES Bp

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

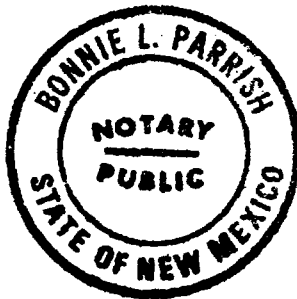
The foregoing instrument was acknowledged before me this 15th day of February, 1991, by JOHN A. YATES, a married man, dealing in his sole and separate property.

My commission expires:

August 28, 1991



Bonnie L. Parrish
Notary Public



AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 21st day of February, 1991.

Judy H. Yates
JUDY H. YATES *Sp*

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF ~~NEW MEXICO~~ *Colorado*
COUNTY OF ~~EDDY~~ *: ss*
El Paso

The foregoing instrument was acknowledged before me this 21st day of February, 1991, by JUDY H. YATES, a married woman, dealing in her sole and separate property.

My commission expires: May 4, 1993

Stephanie L. Morris
Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of February, 1991.


PEYTON YATES Bp

105 South Fourth Street
Artesia, New Mexico 88210

STATE OF NEW MEXICO)
 : ss
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of February, 1991, by PEYTON YATES, a married man, dealing in his sole and separate property.

My commission expires:
7/11/95


Notary Public

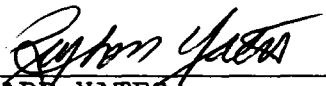
RATIFICATION AND JOINDER OF UNIT AGREEMENT
AND
UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 25th day of February, 1991.



RICHARD YATES, by Peyton Yates *Sp*
Attorney-in-Fact
105 South Fourth Street
Artesia, New Mexico 88210

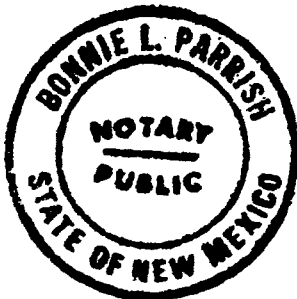
STATE OF NEW MEXICO)
 :SS
COUNTY OF EDDY)

The foregoing instrument was acknowledged before me this 25th day of February, 1991, by PEYTON YATES, Attorney-in-Fact for RICHARD YATES.

My commission expires:
August 28, 1991



Notary Public



UNIT OPERATING AGREEMENT

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

EXECUTED this 6th day of February, 1991.

By: _____
Title: President

STATE OF NEW MEXICO)
COUNTY OF CHAVES) :ss

My commission expires:
9-1-92

James H. Schaefer
Notary Public

UNIT OPERATING AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commissioner of Public Lands, and in consideration of the execution or ratification by other working interest owners of the contemporary Unit Operating Agreement which relates to said Unit Agreement, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

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This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 18th day of March, 1991.

MCKAY CHILDREN'S TRUST FUND

By:

~~Title:~~

Trustee

Address: P. O. Box 2014
Roswell, NM 88201

STATE OF NEW MEXICO)
COUNTY OF CHAVES) ss

The foregoing instrument was acknowledged before me this 18th
day of March, 1991, by Gary Richburg,
Trustee for MCKAY CHILDREN'S TRUST FUND.

My commission expires:
9-1-92

Notary Public

RATIFICATION AND JOINDER OF UNIT AGREEMENT

In consideration of the execution of the Unit Agreement for the Development and Operation of the SALT CREEK UNIT AREA, County of Chaves, State of New Mexico, dated January 24, 1991, in form approved on behalf of the Secretary of the Interior and the Commission of Public Lands, the undersigned hereby expressly ratifies, approves and adopts said Unit Agreement as fully as though the undersigned had executed the original agreement.

This Ratification and Joinder shall be effective as to the undersigned's interests in any lands and leases, or interests therein, and royalties presently held or which may arise under existing option agreements or other interests in unitized substances, covering the lands within the Unit Area in which the undersigned may be found to have an oil and gas interest.

This Ratification and Joinder of Unit Agreement shall be binding upon the undersigned, his, her or its heirs, devisees, executors, assigns or successors in interest.

EXECUTED this 12TH day of February, 1991.

RIO PETROL, ~~INC.~~

CORONA OIL COMPANY

By

John D. Cadigan
Title PRESIDENT

By

Title _____

MESA PETROLEUM COMPANY

Address: 300 Harbor Building
100 South Avenue South
Edmonds, WA 98021

By

Title _____

STATE OF Washington)
COUNTY OF Snohomish) :ss

The foregoing instrument was acknowledged before me this 12th day of February, 1991, by John D. Cadigan, President for RIO PETROL, ~~INC.~~, a Delaware corporation, on behalf of said corporation.
My commission expires: 2/18/92
Notary Public Susan M. Hoening

STATE OF _____)
COUNTY OF _____) :ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____, _____ for CORONA OIL COMPANY, a _____ corporation, on behalf of said corporation.
My commission expires: _____
Notary Public _____

STATE OF _____)
COUNTY OF _____) :ss

The foregoing instrument was acknowledged before me this _____ day of _____, 1991, by _____, _____ for CORONA OIL COMPANY, a _____ corporation, on behalf of said corporation.
My commission expires: _____
Notary Public _____