VOLUNTARY UNIT AGREEMENT

Savage Exploratory Unit

Exhibits 1 + hrough 6 Lea County, New Mexico Complete Set

THIS AGREEMENT, entered into as of the 1st day of September, 19

WITNESSETH:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of Unitized Substances from the Savage Exploratory Unit, in Lea County, New Mexico and to protect the rights of owners of interests therein, it is deemed necessary and desirable to unitize the Oil and Gas Rights in and to the Unitized Formation in order to conduct Unit Operations as herein provided.

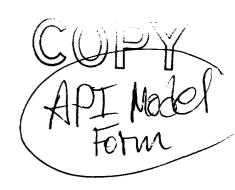
NOW, THEREFORE, it is provided as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

- 1.1 Unit Area is the land identified by Tracts in Exhibit A and shown on Exhibit B to which this Agreement applies.
- 1.2 Unitized Formation is the subsurface portion of the unit Area described as the Devonian formation, found at a subsurface depth of approximately 12,760 feet to a subsurface depth of 13,100 feet.
- Unitized Substances are all oil, gas, gaseous substances, sulfur contained in gas. 1.3 condensate, distillate and all associated and constituent substances other than Outside Substances within or produced from the Unitized Formation.
- Working Interest is an interest in Unitized Substances by virtue of a lease, operating 1.4 agreement, fee title, or otherwise, including a carried interest, the owner of which interest is obligated to pay, either in cash or out of production or otherwise, a portion of the Unit Expense. A Royalty Interest created out of a Working Interest subsequent to the execution of this agreement



Devontan only

by the owner of such Working Interest shall continue to be subject to such Working Interest burdens and obligations that are stated in this agreement and the Unit Operating Agreement.

- 1.5 Royalty Interest is a right to or interest in any portion of the Unitized Substances or proceeds thereof other than a Working Interest.
 - 1.6 Royalty Owner is a party hereto who owns a Royalty Interest.
 - 1.7 Working Interest Owner is a party hereto who owns a Working Interest.
 - 1.8 Tract is the land described as such and given a Tract number in Exhibit A.
- 1.9 Unit Operating Agreement is the agreement entered into by Working Interest Owners, having the same Effective Date as this agreement, entitled "Unit Operating Agreement, Savage Unit, Lea County, New Mexico
- 1.10 Unit Operator is the Working Interest Owner designated by Working Interest Owners under the Unit Operating Agreement to conduct Unit Operations, acting as operator and not as a Working Interest Owner.
- 1.11 Tract Participation is the percentage shown on Exhibit A for allocating Unitized Substances to a Tract.
- 1.12 Unit Participation of a Working Interest Owner is the sum of the percentages obtained by multiplying the Working Interest of such Working Interest Owner in each Tract that qualifies for inclusion within the Unit Area by the Tract Participation of such Tract.
- 1.13 Outside Substances are substances purchased or otherwise obtained for a consideration by Working Interest Owners and injected into the Unitized Formation.
- 1.14 Oil and Gas Rights are the rights to explore, develop, and operate lands within the Unit Area for the production of Unitized Substances, or to share in the production so obtained or the proceeds thereof.
- 1.15 Unit Operations are all operations conducted pursuant to this agreement and the Unit Operating Agreement.
- 1.16 Unit Equipment is all personal property, lease and well equipment, plants, and other facilities and equipment taken over or otherwise acquired for the joint account for use in Unit Operations.

- 1.17 Unit Expense is all cost, expense, or indebtedness incurred by Working Interest Owners or Unit Operator pursuant to this agreement and the Unit Operating Agreement for or on account of Unit Operations.
- 1.18 Effective Date is the time and date this agreement becomes effective as provided in Section 14.1.

EXHIBITS

- 2.1 Exhibits. The following exhibits, which are attached hereto, are incorporated herein by reference:
- 2.1.1 Exhibit A is a schedule that describes each Tract in the Unit Area, its Tract Participation and the oil and gas leases attributable to each Tract.
 - 2.1.2. Exhibit B is a map that shows the boundary lines of the Unit Area and the Tracts therein.
- 2.2. Reference to Exhibits. When reference is made to an exhibit, it is to the exhibit as originally attached or, if revised, to the last revision.
- 2.3 Exhibits Considered Correct. Exhibits A and B shall be considered to be correct until revised or herein provided.
- 2.4 Correcting Errors. The shapes and descriptions of the respective Tracts have been established by using the best information available. If it subsequently appears that any Tract, because of diverse royalty or working interest ownership on the Effective Date, should have been divided into more than one Tract, or that any mechanical miscalculation or clerical error has been made, Unit Operator, with the approval of Working Interest Owners, shall correct the mistake by revising the exhibits to conform to the facts. The revision shall not include any re-evaluation of engineering or geological interpretations used in determining Tract Participation. Each such revision of an exhibit made prior to thirty (30) days after the Effective Date shall be effective as of the Effective Date. Each such revision thereafter made shall be effective at 7:00 a.m. on the first day of the calendar month next following the filing for record of the revised exhibit or on such other date as may be determined by Working Interest Owners and set forth in the revised exhibit.

2.5. Filing Revised Exhibits. If an exhibit is revised, Unit Operator shall execute an appropriate instrument with the revised exhibit attached and file the same of record in the county or counties in which this agreement is filed.

ARTICLE 3

CREATION AND EFFECT OF UNIT

- 3.1 Oil and Gas Rights Unitized. All Oil and Gas Rights of Royalty Owners in and to the lands described in Exhibit A, and all Oil and Gas Rights of Working Interest Owners in and to said lands, are hereby unitized insofar as the respective Oil and Gas Rights pertain to the Unitized Formation, so that Unit Operations may be conducted with respect to the Unitized Formation as if the Unit Area had been included in a single lease executed by all Royalty Owners, as lessors, in favor of all Working Interest Owners, as lessees, and as if the lease contained all of the provisions of this agreement.
- 3.2 Personal Property Excepted. All lease and well equipment, materials, and other facilities heretofore or hereafter placed by any of the Working Interest Owners on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by Working Interest Owners. The rights and interests therein as among Working Interest Owners are set forth in the Unit Operating Agreement.
- 3.3 Amendment of Leases and Other Agreements. The provisions of the various leases, agreements, division and transfer orders, or other instruments pertaining to the respective Tracts of the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.
- 3.4 Continuation of Leases and Term Interests. Production from any part of the Unitized Formations, except for the purpose of determining payments to Royalty Owners, or other Unit Operations shall be considered as production from or operations upon each Tract, and such production or operations shall continue in effect each lease or term mineral or royalty interest as to all lands and formations covered thereby just as if such operations were conducted on and as if a well were producing from each Tract.

- 3.5 Titles Unaffected by Unitization. Nothing herein shall be construed to result in the transfer of title to Oil and Gas Rights by any party hereto to any other party or to Unit Operator.
- 3.6 Injection Rights. Royalty Owners hereby grant Working Interest Owners the right to inject into the Unitized Formation any substances in whatever amounts Working Interest Owners deem expedient for Unit Operations, together with the right to drill, use, and maintain injection wells on the Unit Area, and to use for injection purposes any nonproducing or abandoned wells or dry holes, and any producing wells completed in the Unitized Formation.
- 3.7 Development Obligation. Nothing herein shall relieve Working Interest Owners from any obligation to develop reasonably as a whole the lands and leases committed hereto.

PLAN OF OPERATIONS

- 4.1 Unit Operator. Working Interest Owners have previously entered into the Unit Operating Agreement, designating InterCoast Oil and Gas Company as initial Unit Operator. Unit Operator shall have the exclusive right to conduct Unit Operations, which shall conform to the provisions of this agreement and the Unit Operating Agreement. If there is any conflict between such agreements, this agreement shall govern.
- 4.2 Method of Operation. To the end that the quantity of Unitized Substances ultimately recoverable may be increased and waste prevented, Working Interest Owners shall, with diligence and in accordance with good engineering and production practices, engage in the drilling of the Savage No. 34-1 Well and if such well appears capable of commercial production, engage in the completion and production thereof.
- 4.3 Change of Method of Operation. Nothing herein shall prevent Working Interest owners from discontinuing or changing in whole or in part any method of operation which, in their opinion, is no longer in accord with good engineering or production practices. Other methods of operation may be conducted or changes may be made by Working Interest Owners from time to time if determined by them to be feasible, necessary, or desirable to increase the ultimate recovery of Unitized Substances.

TRACT PARTICIPATIONS

- 5.1 Tract Participations. The Tract Participation of each Tract is shown in Exhibit A.
- 5.2 Relative Tract Participations. If the Unit Area is enlarged or reduced, the revised Tract Participations of the Tracts remaining in the Unit Area and which were within the Unit Area prior to the enlargement or reduction shall remain in the same ratio one to another.

ARTICLE 6

ALLOCATION OF UNITIZED SUBSTANCES

- 6.1 Allocation of Tracts. All Unitized Substances produced and saved shall be allocated to the several Tracts in accordance with the respective Tract Participations effective during the period that the Unitized Substances were produced. The amount of Unitized Substances allocated to each Tract, regardless of whether the amount is more or less than the actual production of Unitized Substances from the well or wells, if any, on such Tract, shall be deemed for all purposes to have been produced from such Tract.
- 6.2 Distribution Within Tracts. The Unitized Substances allocated to each Tract shall be distributed among, or accounted for to, the parties entitled to share in the production from such Tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such Tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any Oil and Gas Rights in a Tract hereafter become divided and owned in severalty as to different parts of the Tract, the owners of the divided interests, in the absence of an agreement providing for a different division, shall share in the Unitized Substances allocated to the Tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the Tract. Any royalty or other payment which depends upon per well production or pipeline runs from a well or wells on a Tract shall, after the Effective Date, be determined by dividing the Unitized Substances allocated to the Tract by the number of wells on the Tract capable of producing Unitized Substances on the Effective Date; however, if any Tract has no well thereon capable of producing Unitized Substances on the Effective Date, the Tract shall, for the purpose of this determination, be deemed to have one such well thereon.

- 6.3 Taking Unitized Substances in Kind. The Unitized Substance allocated to each Tract shall be delivered in kind to the respective parties entitled thereto by virtue of the ownership of Oil and Gas Rights therein or by purchase from such owners. Such parties shall have the right to construct, maintain, and operate within the Unit Area all necessary facilities for that purpose, provided they are so constructed, maintained, and operated as not to interfere with Unit Operations. Any extra expenditures incurred by Unit Operator by reason of delivery in kind of any portion of Unitized Substances shall be borne by the owner of such portion. If a Royalty Owner has the right to take in kind a share of the Unitized Substances and fails to do so, the Working Interest Owner whose Working Interest is subject to such Royalty Interest shall be entitled to take in kind such share of Unitized Substances.
- 6.4 Failure to Take in Kind. If any party fails to take in kind or separately dispose of such party's share of Unitized Substances, Unit Operator shall have the right, but not the obligation, for the time being and subject to revocation at will by the party owning the share, to purchase or sell to others such share; however, all contracts of sale by Unit Operator of any other party's share of Unitized Substances shall be only for such reasonable periods of time as are consistent with the minimum needs of the industry under the circumstances, but in no event shall any such contract be for a period in excess of one year. The proceeds of the Unitized Substances so disposed of by Unit Operator shall be paid to the Working Interest Owners of each affected Tract or a party designated by such Working Interest Owners who shall distribute such proceeds to the parties entitled thereto. Notwithstanding the foregoing, Unit Operator shall not make a sale into interstate commerce of any other party's share of gas production without first giving such other party sixty (60) days notice of such intended sale.
- 6.5 Responsibility for Royalty Settlements. Any party receiving in kind or separately disposing of all or part of the Unitized Substances allocated to any Tract shall be responsible for the payment of all royalties, overriding royalties, production payments, and all other payments chargeable against or payable out of such Unitized Substances, and shall indemnify all parties hereto, including Unit Operator, against any liability for such payment.

TRACTS TO BE INCLUDED IN UNIT

- 7.1 Tracts Included. On and after the Effective Date, the Unit Area shall be composed of the Tracts listed in Exhibit A.
- 7.2 Commitment of Interests to Unit. The execution of this agreement by a party shall commit all interests owned or controlled by such party as of the date of execution, and additional interests acquired before the Effective Date. After the Effective Date, the commitment of any interest in any Tract within the Unit Area shall be upon such terms as may be negotiated by Working Interest Owners and the owner of such interest.

ARTICLE 8

USE OR LOSS OF UNITIZED SUBSTANCES

- 8.1 Use of Unitized Substances. Working Interest Owners may use or consume Unitized Substances for Unit Operations, including but not limited to the injection thereof into the Unitized Formation.
- 8.2 Royalty Payments. No royalty, overriding royalty, production, or other payments shall be payable on account of Unitized Substances used, lost, or consumed in Unit Operations.

ARTICLE 9

EASEMENTS OR USE OF SURFACE

- 9.1 Grant of Easements. The parties hereto, to the extent of their rights and interests, hereby grant to Working Interest Owners the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for Unit Operations and the removal of Unitized Substances from the Unit Area; however, nothing herein shall be construed as leasing or otherwise conveying to Working Interest Owners a comp site or a plant site for water injection, gas injection, or gas processing.
- 9.2 Use of Water. Working Interest Owners shall have and are hereby granted free use of water from the Unit Area for Unit Operations, except water from any well, lake, pond, or irrigation ditch of a Royalty Owner.

9.3 Surface Damages. Working Interest Owners shall pay the owner for damages to growing crops, timber, fences, improvements, and structures on the Unit Area that result from Unit Operations.

ARTICLE 10

TRANSFER OF TITLE-PARTITION

- 10.1 Transfer of Title. Any conveyance of all or any part of any interest owned by any party hereto with respect to any Tract shall be made expressly subject to this agreement. No change of title shall be binding upon Unit Operator, or upon any part hereto or other than the party so transferring, until 7:00 a.m. on the first day of the calendar month next succeeding the date of receipt by Unit Operator of a photocopy, or a certified copy, of the recorded instrument evidencing such change in ownership.
- 10.2 Waiver of Rights to Partition. Each party hereto agrees that, during the existence of this agreement, it will not resort to any action to partition the Unitized Formation or the Unit Equipment, and to the extent waives the benefits of all laws authorizing such partition.

ARTICLE 11

RELATIONSHIP OF PARTIES

- 11.1 No Partnership. The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership, duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.
- 11.2 No Joint Refining or Marketing. This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any joint refining or marketing of Unitized Substances.
- 11.3 Royalty Owners Free of Costs. This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay Unit Expense unless such Royalty Owner is otherwise so obligated.

11.4 Information to Royalty Owners. Each Royalty Owner shall be entitled to all information in possession of Unit Operator to which such Royalty Owner is entitled by an existing agreement with any Working Interest Owner.

ARTICLE 12

LAWS AND REGULATIONS

12.1 Laws and Regulations. This agreement shall be subject to all applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 13

FORCE MAJEURE

13.1 Force Majeure. All obligations imposed by this agreement on each party. except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a labor dispute, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by any rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes, whether similar or dissimilar, beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor dispute. Neither this agreement no any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any one or more of the causes set forth in this Article.

ARTICLE 14

EFFECTIVE DATE

- 14.1 Effective Date. This agreement shall become binding upon each party as of the date such party signs the instrument by which it becomes a party hereto. This agreement will become effective when at least one counterpart of this agreement has been filed for record by Unit Operator in the county in which the Unit Area is located and this agreement has been approved by the appropriate regulatory agency if the laws of the State either require or authorize such approval.
- 14.2 Certificate of Effectiveness. Unit Operator shall file for record in the county in which the land affected is located a certificate stating the Effective Date.

TERM

- 15.1 Term. The term of this agreement shall be for the time that Unitized Substances are produced in paying quantities or other Unit Operations are conducted without a cessation of more than ninety (90) consecutive days.
- 15.2 Termination By Working Interest Owners. This agreement may be terminated by Working Interest Owners owning a combined Unit Participation of seventy five percent (75%) or more whenever such Working Interest Owners determine that Unit Operations are no longer profitable of feasible.
- 15.3 Effect of Termination. Upon termination of this agreement, the further development and operation of the Unitized Formation as a unit shall be abandoned, and Unit Operations shall cease. Each oil and gas lease and other agreement covering lands within the Unit Area shall remain in force for sixty (60) days after the date on which this agreement terminates, and for such further period as is provided by the lease or other agreement
- 15.4 Salvaging Equipment Upon Termination. If not otherwise granted by the leases or other instruments affecting each Tract, Royalty Owners hereby grant Working Interest Owners a period of six (6) months after the date of termination of this agreement within which to salvage and remove Unit Equipment.
- 15.5 Certificate of Termination. Upon termination of this agreement, Unit Operator shall file for record in the county in which the land affected is located a certificate that this agreement has terminated, stating its termination date.

ARTICLE 16

EXECUTION

16.1 Original, Counterpart, or Other Instrument. An owner of Oil and Gas Rights may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to become a party hereto. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

16.2 Joinder in Dual Capacity. Execution as herein provided by any party as either a Working Interest Owner or a Royalty Owner shall commit all interests owned or controlled by such party.

ARTICLE 17

GENERAL

- 17.1 Amendments Affecting Working Interest Owners. Amendments hereto relating wholly to Working Interest Owners may be made if signed by all Working Interest Owners.
- 17.2 Action by Working Interest Owners. Except as otherwise provided in this agreement, any action or approval required by Working Interest Owners hereunder shall be in accordance with the provisions of the Unit Operating Agreement.
- 17.3 Lien and Security Interest of Unit Operator. Unit Operator shall have a lien upon and a security interest in the interests of Working Interest Owners in the Unit Area as provided in the Unit Operating Agreement.

ARTICLE 18

SUCCESSORS AND ASSIGNS

18.1 Successors and Assigns. This agreement shall extend to be binding upon, and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, and assigns, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

| INTERCOAST OIL AND GAS COMPANY | BRIGHAM OIL & GAS, L.P. |
|---|--|
| By: Chris Girouard Title: Vice President-Land Dated: 9/3-/94 | By: Title: Dated: |
| NGR, LTD., BY SISTRUNK OIL & GAS, INC., IT'S GENERAL PARTNER | OPTIMA ENERGY (U.S.) CORPORATION |
| By: David Sistrunk Title: Vice President Dated: | By: Roma P. Bonage of Strike: UCE-PRESIDENT Dated: Coffee 1, 1996 |

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

| BRIGHAM OIL & GAS, L.P. |
|----------------------------------|
| |
| Ву: |
| Title: |
| Dated: |
| OPTIMA ENERGY (U.S.) CORPORATION |
| Ву: |
| Title: |
| Dated: |
| |

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates opposite their respective signatures.

| INTERCOAST OIL AND GAS COMPANY | BRIGHAM OIL & GAS, L.P. |
|-----------------------------------|-----------------------------|
| | |
| By: Chris Girouard | By: David T. Brigham |
| Title: Vice President-Land | Title: Vice President-Legal |
| Dated: | Dated: 10/1/96 |
| NGR, LTD., BY SISTRUNK OIL | OPTIMA ENERGY (U.S.) |
| & GAS, INC., IT'S GENERAL PARTNER | CORPORATION |
| By: David Sistrunk | By: |
| Title: Vice President | Title: |
| Dated: | Dated: |

ACKNOWLEDGMENTS

STATE OF OKLAHOMA

21

County of Tulsa

On this 30th day of September, 1996, before me, the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared Chris Girouard, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President-Land and acknowledged to me that he executed the same as has free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written. Notary Public My commission expires STATE OF TEXAS County of day of October, 1996, before me, the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared David Sistrunk to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Vice President of Sistrumk Oil & Gas. Inc. General Partner of NGR, LTD and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited partnership, for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written. Notary Public My commission expires STATE OF TEXAS day of October, 1996, before me, the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared Prid 1. Brighton to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its VICE (1/5) (M) - 1/6/4 and acknowledged to me that M executed the same as M. O free and voluntary act and deed and as the free and voluntary act and deed of such limited partnership, for the uses of Brigham OI : 6x5, L.P. and purposes therein set forth. Given under my hand and seal of office the day and year last above written Notary Public My commission expires AMY MONROE ROBINSON MY COMMISSION EXPIRES 14 November 9, 1998

ACKNOWLEDGMENTS

STATE OF OKLAHOMA

33.

County of Tulsa

On this 30th day of September, 1996, before me, the undersigned, a Notary Public, in and for the County and State aforesaid personally appeared Chris Girouard, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President-Land and acknowledged to me that he executed the same as has free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

| or such corporation, for the uses and purposes therein set forth. |
|--|
| Given under my hand and seal of office the day and year last above written. |
| An All I A |
| Notary Rablic |
| My commission expires 6/3/97 Notary Public |
| STATE OF TEXAS |
| County of |
| On this day of October, 1996, before me, the undersigned, a Notary Public, in and for the |
| County and State aforesaid personally appeared David Sistnink to me known to be the identical person who |
| subscribed the name of the maker thereof to the foregoing instrument as Vice President of Sistrunk Oil & Gas, Inc., |
| General Partner of NGR, LTD and acknowledged to me that he executed the same as his free and voluntary act |
| and deed and as the free and voluntary act and deed of such limited partnership, for the uses and purposes therein |
| set forth. |
| |
| Given under my hand accised of office the day and year last above written. South Republic Visite of the day and year last above written. Notary Public |
| My commission expires |
| STATE OF TEXAS |
| County of |
| On this day of October, 1996, before me, the undersigned, a Notary Public, in and for the |
| County and State aforesaid personally appeared |
| to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument |
| as its and acknowledged to me that executed the same as |
| free and voluntary act and deed and as the free and voluntary act and deed of such limited partnership, for the uses |
| and purposes therein set forth. |
| Given under my hand and seal of office the day and year last above written. |
| Notary Public |
| My commission expires |

EXHIBIT "A"

Attached to and made a part of that Voluntary Unit Agreement dated September 1. 1996 by and between InterCoast Oil and Gas Company, as Unit Operator, and Brigham Oil & Gas, L. P. et al, as Working Interest Owners, covering the Savage Exploratory Unit Area in Lea County, New Mexico.

Unit Area:

East Half of the Northwest Quarter (E/2 NW/4) of Section 34-14S-38E and West Half of the Northeast Quarter (W/2 NE/4) of Section 34-14S-38E. containing 160.00 acres, more or less.

Tract Participation;

| | No. of Acres | Percentage Interest |
|-----------|--------------|---------------------|
| Tract No. | Committed | In Unitized Area |
| No. 1 | 80.00 | 50% |
| No. 2 | <u>80.00</u> | <u>50%</u> |
| TOTALS | 160.00 | 100% |

Working Interest Ownership of Unit Area:

| Working Interest Owners | <u>Percent</u> | |
|----------------------------------|-------------------------|--|
| InterCoast Oil and Gas Company | 28.1250% | |
| Brigham Oil & Gas, L. P. | <i>28.1250%</i> | |
| Optima Energy (U.S.) Corporation | <i>25.0000</i> % | |
| NGR, LTD. | <u> 18.7500%</u> | |
| Totals | 100.0000% | |

Royalty Interest Ownership of Unit Area:

Pending Title Opinion

Oil and Gas Leases Committed:

Tract No. 1 (E/2 NW/4 of Section 34-14S-38E)

Lessor.

Don H. McInturff, et ux

Lessee:

Brigham Oil & Gas, L.P.

Date of Lease:

April 24, 1996

Book and Page:

728/135

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Rita D. Schenck, et al Lessee: Brigham Oil & Gas, L.P.

Date of Lease: April 23, 1996 Book and Page: 732/717

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Texas Commerce Bank, Trustee

Lessee: Brigham Oil & Gas, L.P.

Date of Lease: April 9, 1996 Book and Page: 730/456

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Bruce Gentry, Jr., et ux Lessee: Brigham Oil & Gas, L.P.

Date of Lease: May 8, 1996 Book and Page: 728/335

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Fina Oil & Chemical Company
Lessee: InterCoast Oil and Gas Company

Date of Lease: August 22, 1996

Book and Page: __/_

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: James T. Jennings, et ux

Lessee: InterCoast Oil and Gas Company

Date of Lease: August 26, 1996

Book and Page: __/__

Book and Page:

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: A. M. Swarthout, et ux

449/406

Lessee: W. Wesley Perry Date of Lease: March 26, 1990

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Lessee: Joyce Heidel Holder W. Wesley Perry

Date of Lease:

April 2, 1990

Book and Page:

449/757

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Carl A. Schellinger et ux

Lessee:

W. Wesley Perry March 9, 1990

Date of Lease: Book and Page:

449/401

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

James Hayden Nicholas et ux

Lessee:

W. Wesley Perry March 9, 1990

Date of Lease: Book and Page:

460/391

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Olin Perry Davis et ux

Lessee:

W. Wesley Perry

Date of Lease:

September 13, 1990

Book and Page:

452/464

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Lessee: Roy S. Davis et ux W. Wesley Perry

Date of Lease:

October 8, 1990

Book and Page:

454/9

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Carol Lee Davis White

Lessee:

W. Wesley Perry October 2, 1990

Date of Lease: Book and Page:

456/641

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor:

Barbara Jo Nicholas Donnell

Lessee:

W. Wesley Perry November 20, 1990

Date of Lease: Book and Page:

452/466

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

William G. Ross et ux

Lessee:

W. Wesley Perry

Date of Lease:

April 16, 1990

Book and Page:

449/739

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Louis H. Michaelson

Lessee:

W. Wesley Perry

Date of Lease:

April 16, 1990

Book and Page:

450/489

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Charles C. Green, Jr., et ux

Lessee:

W. Wesley Perry October 17, 1990

Date of Lease: Book and Page:

450/811

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Lessee: Kirby D. Schenck W. Wesley Perry April 2, 1990

Date of Lease: Book and Page:

450/501

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

Aline Sims, Individually and as Personal Representative of the

Estate of G.P. (Pat) Sims, Deceased

Lessee:

W. Wesley Perry April 16, 1990

Date of Lease: Book and Page:

450/499

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Lessee:

Thelma A Linam W. Wesley Perry April 16, 1990

Date of Lease: Book and Page:

450/612

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

First Interstate Bank of Lea County, Trustee under the Will of James Virgil Linam, Deceased, for the benefit of Bruce A. Carlin

and Faye L. Klein.

Lessee:

W. Wesley Perry April 16, 1990

Date of Lease: Book and Page:

450/815

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Kenneth Bateman and Anne B. Noss. Co-Trustees of the Frank K.

Bateman Marital Trust.

Lessee:

W. Wesley Perry January 5, 1990

Date of Lease: Book and Page:

447/708

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Florence Louise Woods

Lessee:

W. Wesley Perry April 30, 1990

Date of Lease: Book and Page:

450/610

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Buford N. Powell et ux

Lessee:

W. Wesley Perry October 31, 1990

Date of Lease: Book and Page:

460/294

Lands Committed:

INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

D.R. Philley

Lessee:

W. Wesley Perry February 9, 1990

Date of Lease: Book and Page:

447/435

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor:

Bruce Gentry, Jr., et ux

Lessee:

W. Wesley Perry October 18 1991

Date of Lease: Book and Page:

469/813

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Don E. McInturff et ux

Lessee:

Columbia Gas Development Corporation

Date of Lease:

November 1, 1991

Book and Page:

470/310

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

First City, Texas - Midland, N.A., Trustee

Lessee:

W. Wesley Perry

Date of Lease:

June 12, 1990

Book and Page:

452/83

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

C.E. Oberholtzer et ux

Lessee:

W. Wesley Perry February 19, 1990

Date of Lease: Book and Page:

449/399

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Thomas H. Overstreet et ux

Lessee:

W. Wesley Perry

Date of Lease:

October 2, 1990

Book and Page:

459/487

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Lessee: Pat Alston Ward W. Wesley Perry

Date of Lease:

January 28, 1991

Book and Page:

460/624

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

No. of Acres: 80.00

Tract No. 2- W/2 NE/4 of Section 34-14S-38E

Lessor: Petco Limited

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: February 2, 1996

Book and Page: 718/10

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Raymond Barnes

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: February 27, 1996

Book and Page: 728/127

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Flora McClure Mauldin Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: February 27, 1996

Book and Page: 723/208

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Vinita M. Byars

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: February 6, 1996

Book and Page: 722/165

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Martha Jane Nugent
Lessee of Record: Brigham Oil & Gas, L. P.
Date of Lease: February 22, 1996

Book and Page: 722/167

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Faye McClure Kizer
Lessee of Record: Brigham Oil & Gas, L. P.
Date of Lease: February 27, 1996

Book and Page: 728/125

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Imogene McCLure
Lessee of Record: Brigham Oil & Gas, L. P.
Date of Lease: February 27, 1996

Book and Page: 728/131

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Anna Marie Crook

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/129

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Billy Pat Barnes

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/133

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Forest M. Savage

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 22, 1996

Book and Page:

726/711

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor.

Suzanne B. Davis Marital Trust

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

March 12, 1996

Book and Page:

723/197

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Suzanne B. Davis

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

July 11, 1996

Book and Page:

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Petco Limited

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 2, 1996

Book and Page:

718/10

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Sidnay Davis Smith

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

January 17, 1996

Book and Page:

726/692

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Roger H. Davis Family Trust

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

January 17, 1996

Book and Page:

726/694

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Julia F. Hutchinson Estate

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

January 17, 1996

Book and Page:

726/685

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Marshall & Winston, Inc.

Lessee of Record: InterCoast Oil and Gas Company

Date of Lease:

May 29, 1996

Book and Page:

742/837

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Amoco Production Company

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 15, 1996

Book and Page:

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Monty D. McClane

Lessee of Record: Adia Enterprises, Inc.

Date of Lease:

1996

Book and Page:

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

No. of Acres: 80.00

CHRYVOLU.AGR

EXHIBIT "B"

Attached to and made a part of that Voluntary Unit Agreement dated September 1, 1996 by and between InterCoast Oil and Gas Company, as Unit Operator, and Brigham Oil & Gas, L. P. et al, as Working Interest Owners, covering the Savage Exploratory Unit Area in Lea County, New Mexico.

MAP OF UNIT AREA

Savage Exploratory Unit Area Lea Coutny, New Mexico

| ******** | | ¥############ | | * * |
|------------------|-------------------|------------------------|----------------------------|-------|
| * | # | / | # | * |
| * | # E/2 NW/4 | / W/2 NE/4 | # | * |
| * | # 80.00 acres | / 80.00 acres | # | * |
| * | # | · / | # | * |
| • | # | / | # | * |
| * | # | 1 | # | * |
| * | # | 1 | # | * |
| * | # | 1 | # | * |
| * | # | 1 | # | * |
| * | # | 1 | # | * |
| * | # | 1 | # | * |
| • | ######## | : 34 ######## | ### | * |
| • | 1 | 14S-38E | | * |
| • | • | | | * |
| * | | | | * |
| • | | | | * |
| • | | | | * |
| • | | | | * |
| • | | | | * |
| • | , | , | | * |
| • | | | | * |
| • | | | | * |
| * | | | | * |
| ******** | ********* | ********* | * * * * * * * * * * * * * | * * 1 |
| Federal Lands: | None | | | |
| State Lands: | None | | | |
| Fee Lands: | E/2 N/4 Section 3 | 4-14S-34E, containing | 80.00 acres and | _ |
| | | 34-14S-34E, containing | 80.00 acres for a total of | of |
| | 160.00 acres | | | |
| Unit Outline: | ##### | | | |
| Section Outline: | ***** | | | |

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Case No. 11614 Exhibit No. 1

Submitted by: <u>InterCoast Oil and Gas Company</u>

Hearing Date: October 3, 1996

EXHIBIT "B"

Attached to and made a part of that Voluntary Unit Agreement dated September 1, 1996 by and between InterCoast Oil and Gas Company, as Unit Operator, and Brigham Oil & Gas, L. P. et al, as Working Interest Owners, covering the Savage Exploratory Unit Area in Lea County, New Mexico.

MAP OF UNIT AREA

Savage Exploratory Unit Area Lea Coutny, New Mexico

| ******** | * # # # # # # # # # # # | ########### | #******** |
|------------------|-------------------------|-----------------------|---------------------------|
| * | # | 1/1/ | , # |
| * | # E/2 NW/4 | / W/2 NE/4/ | # * |
| * | # 80.00 acres | / 80.00 acres | # * |
| * | # | 15/// | # * |
| * | # ((| 10/ / / / | # * |
| * | -# | | # * |
| * | # | / | # |
| * | # | / | # * |
| * | # | / | # * |
| * | # | / | # * |
| * | # | / | # * |
| | ######### 34 | ! ########## | # |
| | 140 | 20E | |
| * | 145 | -38E | |
| * | | | |
| * | | 2 | * |
| * | 201 | rate fee hearen | * |
| * |) (ehe | with fee here | • |
| 1 | 7 | | * |
| | | | : |
| | | | : |
| | | | |
| | | | |
| ********* | | * * * * * * * * * * * | |
| Federal Lands: | None | | |
| State Lands: | None | | |
| Fee Lands: | E/2 N/4 Section 34-145 | S 24E containing 80 | On sores and |
| ree Lanus. | | | 0.00 acres for a total of |
| | 160.00 acres | 13-34E, Containing of | 7.00 acres for a total of |
| | 100.00 acres | | |
| Unit Outline: | ##### | | |
| J.III Jamile. | | | |
| Section Outline: | ***** | | |

BEFORE THE OIL CONSERVATION DIVISION

0

Santa Fe, New Mexico

Case No. <u>11614</u> Exhibit No. <u>2</u>

Submitted by: <u>InterCoast Oil and Gas Company</u>

Hearing Date: October 3, 1996

EXHIBIT "A"

Attached to and made a part of that Voluntary Unit Agreement dated September 1, 1996 by and between InterCoast Oil and Gas Company, as Unit Operator, and Brigham Oil & Gas, L. P. et al, as Working Interest Owners, covering the Savage Exploratory Unit Area in Lea County, New Mexico.

Unit Area:

East Half of the Northwest Quarter (E/2 NW/4) of Section 34-14S-38E and West Half of the Northeast Quarter (W/2 NE/4) of Section 34-14S-38E, containing 160.00 acres, more or less.

Tract Participation:

| | No. of Acres | Percentage Interest |
|-----------|--------------|---------------------|
| Tract No. | Committed | In Unitized Area |
| No. 1 | 80.00 | 50% |
| No. 2 | <u>80.00</u> | <u>50%</u> |
| TOTALS | 160.00 | 100% |

Working Interest Ownership of Unit Area:

| Working Interest Owners | <u>Percent</u> |
|----------------------------------|------------------|
| InterCoast Oil and Gas Company | 28.1250% |
| Brigham Oil & Gas, L. P. | 28.1250% |
| Optima Energy (U.S.) Corporation | 25.0000% |
| NGR, LTD. | <u> 18.7500%</u> |
| Totals | 100.0000% |

Royalty Interest Ownership of Unit Area:

Pending Title Opinion

Oil and Gas Leases Committed:

Tract No. 1 (E/2 NW/4 of Section 34-14S-38E)

Lessor:

Don H. McInturff, et ux

Lessee:

Brigham Oil & Gas, L.P.

Date of Lease:

April 24, 1996

Book and Page:

728/135

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Lessee: Rita D. Schenck, et al. Brigham Oil & Gas, L.P.

Date of Lease:

April 23, 1996

Book and Page:

732/717

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Texas Commerce Bank, Trustee

Lessee:

Brigham Oil & Gas, L.P.

Date of Lease:

April 9, 1996

Book and Page:

730/456

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

Bruce Gentry, Jr., et ux Brigham Oil & Gas, L.P.

Lessee:

May 8, 1996

Date of Lease: Book and Page:

728/335

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Fina Oil & Chemical Company InterCoast Oil and Gas Company

Lessee: Date of Lease:

August 22, 1996

Book and Page:

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

James T. Jennings, et ux

Lessee:

InterCoast Oil and Gas Company

Date of Lease:

August 26, 1996

Book and Page:

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

A. M. Swarthout, et ux

Lessee:

W. Wesley Perry March 26, 1990

Date of Lease: Book and Page:

449/406

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Lessee: Joyce Heidel Holder W. Wesley Perry

Date of Lease:

April 2, 1990

Book and Page:

449/757

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Carl A. Schellinger et ux

Lessee:

W. Wesley Perry March 9, 1990

Date of Lease: Book and Page:

449/401

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

James Hayden Nicholas et ux

Lessee:

W. Wesley Perry

Date of Lease:

March 9, 1990

Book and Page:

460/391

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Olin Perry Davis et ux

Lessee:

W. Wesley Perry September 13, 1990

Date of Lease: Book and Page:

452/464

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Roy S. Davis et ux

Lessee:

W. Wesley Perry

Date of Lease:

October 8, 1990

Book and Page:

454/9

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Carol Lee Davis White

Lessee:

W. Wesley Perry October 2, 1990

Date of Lease: Book and Page:

456/641

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor:

Barbara Jo Nicholas Donnell

Lessee: Date of Lease: W. Wesley Perry November 20, 1990

Book and Page:

452/466

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

William G. Ross et ux

Lessee:

W. Wesley Perry April 16, 1990

Date of Lease: Book and Page:

449/739

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

Louis H. Michaelson

Lessee:

W. Wesley Perry

Date of Lease:

April 16, 1990

Book and Page:

450/489

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Charles C. Green, Jr., et ux

Lessee:

W. Wesley Perry October 17, 1990

Date of Lease: Book and Page:

450/811

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

Kirby D. Schenck

Lessee:

W. Wesley Perry

Date of Lease:

April 2, 1990

Book and Page:

450/501

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Aline Sims, Individually and as Personal Representative of the

Estate of G.P. (Pat) Sims, Deceased

Lessee:

W. Wesley Perry April 16, 1990

Date of Lease: Book and Page:

450/499

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor: Lessee:

Thelma A Linam W. Wesley Perry

Date of Lease:

April 16, 1990

Book and Page:

450/612

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County. NM

Lessor:

First Interstate Bank of Lea County, Trustee under the Will of James Virgil Linam, Deceased, for the benefit of Bruce A. Carlin

and Faye L. Klein.

Lessee:

W. Wesley Perry

Date of Lease:

April 16, 1990 450/815

Book and Page:

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County, NM

Lessor:

Kenneth Bateman and Anne B. Noss, Co-Trustees of the Frank K.

Bateman Marital Trust.

Lessee:

W. Wesley Perry January 5, 1990

Date of Lease: Book and Page:

447/708

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor

Florence Louise Woods

Lessee:

W. Wesley Perry April 30, 1990

Date of Lease: Book and Page:

450/610

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Buford N. Powell et ux

Lessee:

W. Wesley Perry October 31, 1990

Date of Lease: Book and Page:

460/294

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E. Lea County. NM

Lessor:

D.R. Philley

Lessee:

W. Wesley Perry February 9, 1990

Date of Lease: Book and Page:

447/435

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

Lessor:

Bruce Gentry, Jr., et ux

Lessee:

W. Wesley Perry October 18 1991

Date of Lease: Book and Page:

469/813

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Don E. McInturff et ux

Lessee:

Columbia Gas Development Corporation

Date of Lease:

November 1, 1991

Book and Page:

470/310

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

First City, Texas - Midland, N.A., Trustee

Lessee:

W. Wesley Perry June 12, 1990

Date of Lease: Book and Page:

452/83

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

C.E. Oberholtzer et ux

Lessee:

W. Wesley Perry February 19, 1990

Date of Lease: Book and Page:

449/399

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor:

Thomas H. Overstreet et ux

Lessee:

W. Wesley Perry

Date of Lease:

October 2, 1990

Book and Page:

459/487

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

Lessor: Lessee: Pat Alston Ward W. Wesley Perry

Date of Lease:

January 28, 1991

Book and Page:

460/624

Lands Committed: INSOFAR AND ONLY INSOFAR AS THE E/2 NW/4 of Section 34-

14S-38E, Lea County, NM

No. of Acres: 80.00

Tract No. 2- W/2 NE/4 of Section 34-14S-38E

Lessor:

Petco Limited

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 2, 1996

Book and Page:

718/10

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Raymond Barnes

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/127

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Flora McClure Mauldin

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

723/208

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Vinita M. Byars

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 6, 1996

Book and Page:

722/165

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor.

Martha Jane Nugent

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 22, 1996

Book and Page:

722/167

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Faye McClure Kizer

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/125

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Imogene McCLure

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/131

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Anna Marie Crook

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/129

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Billy Pat Barnes

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 27, 1996

Book and Page:

728/133

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Forest M. Savage

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 22, 1996

Book and Page:

726/711

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Suzanne B. Davis Marital Trust

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

March 12, 1996

Book and Page:

723/197

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Suzanne B. Davis

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

July 11, 1996

Book and Page:

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Petco Limited

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

February 2, 1996

Book and Page:

718/10

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Sidnay Davis Smith

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

January 17, 1996

Book and Page:

726/692

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor:

Roger H. Davis Family Trust

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease:

January 17, 1996

Book and Page:

726/694

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Julia F. Hutchinson Estate

Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: January 17, 1996

Book and Page: 726/685

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Marshall & Winston, Inc.

Lessee of Record: InterCoast Oil and Gas Company

Date of Lease: May 29, 1996 Book and Page: 742/837

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Amoco Production Company Lessee of Record: Brigham Oil & Gas, L. P.

Date of Lease: February 15, 1996

Book and Page: ___/__

Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

Lessor: Monty D. McClane
Lessee of Record: Adia Enterprises, Inc.

Date of Lease: _______ 1996

Book and Page: ___/__ Lands Committed: W/2 NE/4 of Section 34-14S-38E, Lea County, NM

No. of Acres: 80.00

CHRYVOLU.AGR

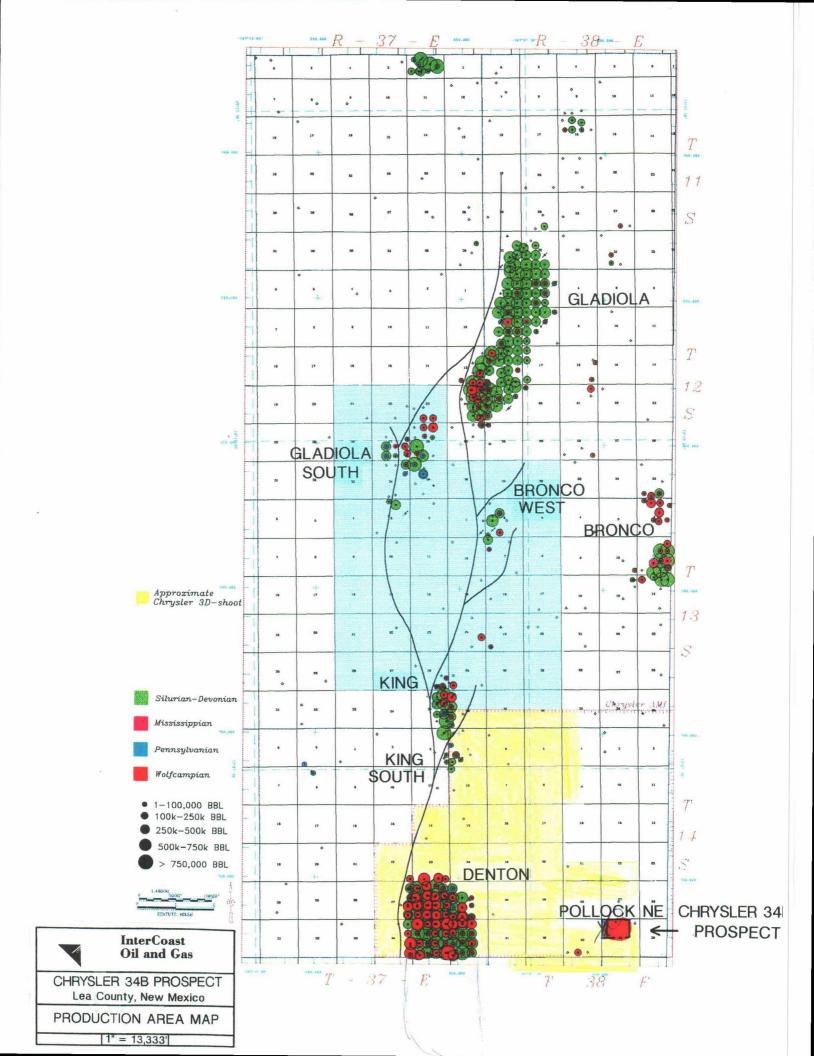
BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Case No. 11614 Exhibit No. 3

Submitted by: <u>InterCoast Oil and Gas Company</u>

Hearing Date: October 3, 1996



BEFORE THE OIL CONSERVATION DIVISION

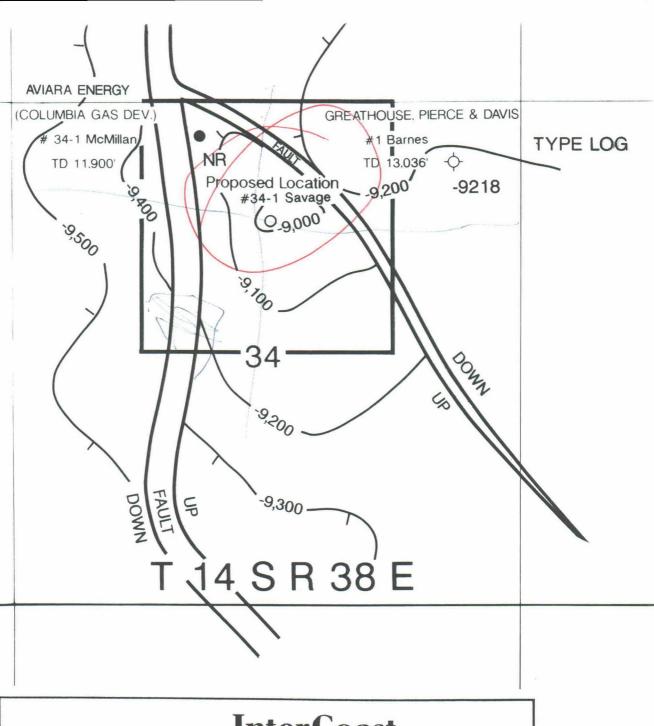
Santa Fe, New Mexico

Case No. <u>11614</u> Exhibit No. <u>4</u>

Submitted by: InterCoast Oil and Gas Company

Hearing Date: October 3, 1996







InterCoast Oil and Gas

CHRYSLER 34B PROSPECT

Lea County, New Mexico

TOP DEVONIAN

C.I.= 100'

1" = 1000"

BEFORE THE OIL CONSERVATION DIVISION

Santa Fe, New Mexico

Case No. <u>11614</u> Exhibit No. <u>5</u>

Submitted by: <u>InterCoast Oil and Gas Company</u>

Hearing Date: October 3, 1996

