

Submitted through OCD Permitting Portal
on 2/5/2025 by Jonathan Samaniego
for Case 24517

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

APPLICATION OF SILVERBACK

**OPERATING II, LLC, FOR COMPULSORY POOLING,
EDDY COUNTY, NEW MEXICO**

CASE NO. 24517

RESPONSE

Jonathan Samaniego hereby files this response in case no 24517 on behalf of American Energy Resources, LLC (AER) in the above-referenced case.

American has ran the title presented by Silverback as their pooling notification list:

First, American contests Silverback statements that American does not own an interest in the Champlin lease,

Champlin lease – Date: 2010 quiet title action Plaintiffs below who were awarded interest ownership and the change of title on the Champlin lease:

Argo Energy Partners LTD, who assigned its interests to Cayon Capital Holdings LLC on April 16, 2024 and effective on January 1, 2024, in Book: 1181 Page: 923

Orion-Smith Oil Properties, who assigned its interests to Canyon Capital Holdings LLC on April 18, 2024 and effective on January 1, 2024, in Book: 1181 Page: 927

Dana & Dusty Sanderson, who assigned its interests to Canyon Capital Holdings LLC on April 23, 2024 and effective on January 1, 2024, in Book: 1181 Page:951

DES Acquisitions, still holds interest ownership.

Floyd W. Prather, who assigned its interests to Iron Horse Royalties LLC on April 23, 2024 in Book: 118 Page: 951.

American Energy Resources LLC title to interest ownership in the Champlin lease and has listed below: (All books and pages are all recorded at the Eddy County Clerks Office).

(Attachment D) Bristol Resources Corporation, Bristol Resources 1994 Acquisition Limited Partnership, Bristol Resources Production Company L.L.C., assigned over all their interests in the Champlin lease to Staghorn Resources LLC on June 17, 1998, in Book: 321 Page: 1005

(Attachment C) Staghorn Resources LLC, assigned over all interests in the Champlin lease to Texona Petroleum Corporation on November 24, 1998 in Book: 338 Page:995

(Attachment B) Texona Petroleum Corporation, assigned over all interests in the Champlin lease to Wildcat Energy LLC., on May 3, 2000 in Book: 384 Page:209

(Attachment A) Wildcat Energy LLC, assigned over all its interests in the Champlin lease and other leases, and operations, assigned to American Energy Resources LLC, along with the 30-015-23801 Rio Penasco KD Com #003, which is in fact operated in the Champlin lease, by the Champlin lease, and owned by American Energy Resources LLC, who by the burden of proof has provided its authority with merit, with great standing and respect to the Compulsory pooling procedure and the Division, to and through the chain of title to in fact have a voice in this case.

Second, American contests that Silverback owns a valid interest In the Champlin lease and further contests the list of interest owners Silverback has provided as their pooling notification parties.

Furthermore,

1.American Energy Resources LLC through the burden of proof has provided the Chain of title, books and pages of title to recorded documents that show that American Energy in fact owns interests in the proposed pool and Champlin lease, in Attachment A, Attachment B, Attachment C, Attachment D.

2. American Energy Resources LLC through its oil and gas lease from Wildcat Energy LLC is with standing and merit to American interest ownership in the Champlin lease, for the interests were assigned 10 years prior of the quit title suit, and under the Color of Law, is merit with standing that American Energy Resources LLC has interest ownership, through chain of title, and rights to and in the Champlin lease, rights to develop the lease, and rights to have a voice in this case.

ALL ASSIGNMENTS TO WILDCAT ENERGY WERE (10) YEARS PRIOR TO THE QUIT TITLE SUIT AGAINST THE REMAINING INTEREST PARTIES IN THE CHAMPLIN LEASE.

WILDCAT ENERGY LLC WAS NOT A LISTED PARTY ON THE QUITE TITLE.

3. American Energy Resources LLC, with great respect to the Compulsory pooling procedure process has rights to be notified of the Silverback proposed pool. 19.15.4.14 (A)(1)(A)

4.Silverback has brought their compulsory pooling case fourth with unclean hands and has acted in bad faith efforts, with intentions to mislead the Division, Silverback does not own an interest in the proposed pool, therefore Silverback has no standing or merit to pool or proceed with their case, 19.15.4.8 (A) NMAC.

Silverback did not list any valid interest owners in their proposed pool notification list.

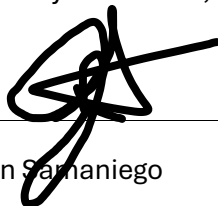
5. American Energy Resources LLC, operates the Rio Penasco KD Com #003 in Champlin lease and had rights further rights of being notified of the proposed pool. 19.15.16.15 (B)(9)(b) & (9)(b)(i) & (9)(b)(ii)

WHEREFORE, American Energy Resources LLC is requesting that Silverbacks filed application be dismissed, canceled, and terminated and stricken from the record, for being so negligent and maliciously fabricated, with the intent to cause great harm to affected parties, such as American. 19.15.14.8 (B)(1)(A), 19.15.4.8. (A) NMAC and 19.15.14.8.(B)(1)(A).

American Energy Resources LLC respectfully requests that Silverback filed application be terminated, canceled, dismissed on the grounds of Silverback does not own an ownership interest in the proposed pool. 19.15.4.8 (A)

American Energy Resources LLC, respectfully requests that American interests be recognized as an interest owner in the proposed pool.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Jonathan Samaniego', is written over a horizontal line.

Jonathan Samaniego

P.O. Box 114 Hagerman, NM 88232

Energy.jrs@gmail.com

Representative for American Energy Resources, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true a correct copy of the foregoing was filed with the New Mexico Oil Conservation Division and was served on counsel of record via Electronic mail on February 5, 2025:

HOLLIDAY ENERGY LAW GROUP, PC

Benjamin B. Holliday

107 Katherine Court, Suite 100

San Antonio, Texas 78209

Phone: (210)469-3197

ben@theenergylawgroup.com

ben-svc@theenergylawgroup.com

ATTORNEYS FOR SILVERBACK OPERATING II, LLC

STATE OF NEW MEXICO §
COUNTY OF EDDY §

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, effective as of 7:00 A.M. at the location of the Properties on March 1, 1998 ("Effective Time") is between **BRISTOL RESOURCES CORPORATION**, an Oklahoma corporation, whose address is 6655 South Lewis, Suite 200, Tulsa, Oklahoma 74136, and **BRISTOL RESOURCES 1994 ACQUISITION LIMITED PARTNERSHIP**, an Oklahoma limited partnership, whose address is 6655 South Lewis, Suite 200, Tulsa, Oklahoma 74136, and **BRISTOL RESOURCES PRODUCTION COMPANY, L.L.C.**, a Delaware limited liability company, whose address is 6655 South Lewis, Suite 200, Tulsa, Oklahoma 74136, ("Assignor") and **STAGHORN RESOURCES, LLC**, a New Jersey corporation, ("Assignee") with an office address of 406 South Boulder, Suite 800, Tulsa, Oklahoma 74103.

RECITALS

1. Assignor owns an interest in the oil and gas leases described on Exhibit "A" (the "Leases"), together with the oil and gas wells located thereon or pooled therewith (the "Wells").
2. Assignor owns an interest in certain personal property, equipment and fixtures located on or about the Leases and used in connection with operation of the Leases (the "Equipment"). The Equipment shall not include any tools, or other equipment temporarily located on the Leases.
3. Assignors' interest in the Leases is benefited and burdened by rights and obligations existing under certain contracts and agreements (the "Contracts"), including, but not limited to, operating agreements, unitization agreements, pooling agreements, declarations of pooling or utization, farm out agreements, rights-of-way, easements, surface agreements, assignments, gas sale contracts and gas processing contracts.
4. Assignor is entitled to receive oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons, products refined and manufactured therefrom, other minerals and the accounts and proceeds from the sale of all of the foregoing (the "Production") under the terms of the Leases and the Contracts.
5. Assignor maintains files, records, data, including geophysical and seismic data and other documentary information regarding the Leases, the Wells, the Equipment, the Contracts and the Production (the "Data"). The Data shall not include any confidential information which, if disclosed, would cause Assignor to breach any contract or agreement.

The Leases, Wells, Equipment, Contracts, Production and Data are all collectively referred to as the "Properties".

6. Assignor agrees to assign all right, title and interest of Assignor in the Properties to Assignee.

ASSIGNMENT

For One Hundred Dollars (US\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys and assigns to Assignee, all of Assignors' right, title and interest in and to the Properties, to have and to hold unto Assignee, its successors and assigns, forever.

This Assignment and Bill of Sale is made without warranty of title, either express or implied, except by, through and under Assignor's own acts, but to the extent so transferable, with full right of substitution and subrogation of Assignee in all prior representations, contracts, covenants and warranties given or made by Assignor's predecessors in title with respect to the

Return to: STAGHORN RESOURCES, L.L.C.
406 S. BOULDER, SUITE 800
TULSA, OK 74103

RECEPTION
988125

BRISTOL RESOURCES CORPORATION

BOOK 321 PAGE 1006

interest herein assigned. This Assignment and Bill of Sale is made and accepted subject to all burdens, encumbrances, contracts and agreements which are of record to the extent that same are in force and effect and affect the Properties. This Assignment and Bill of Sale is made subject to the terms and provisions of that certain Sale Agreement dated April 30, 1998, between Assignor and Assignee.

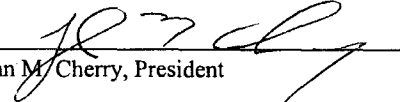
IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE WELLS, LEASES, EQUIPMENT AND PRODUCTION AND HAS SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE WELLS, LEASES, EQUIPMENT AND PRODUCTION IN THEIR "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION WITHOUT ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY USE WHATSOEVER.

ASSIGNEE SHALL (I) ASSUME ALL LIABILITY AND COSTS WITH REGARD TO THE LEASES, EQUIPMENT, AND PRODUCTION CONTAINING HAZARDOUS MATERIALS, INCLUDING, BUT NOT LIMITED TO, NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM), NOT BEING IN COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS OR PERMITS AND THE EXISTENCE OR PRESENCE OF ADVERSE PHYSICAL CONDITIONS, INCLUDING, BUT NOT LIMITED TO, UNKNOWN OR ABANDONED OIL AND GAS WELLS, WATER WELLS, SUMPS AND PIPELINES THAT MAY NOT HAVE BEEN REVEALED BY ASSIGNEE'S INVESTIGATION; (II) COMPLY WITH ALL LAWS AND GOVERNMENTAL REGULATIONS WITH RESPECT TO ALL OPERATIONS ON THE LEASES, INCLUDING ABANDONMENT OF WELLS, THE COMPLIANCE WITH LAWS OR RULES REGARDING THE ENVIRONMENT AND REGARDING INACTIVE OR UNPLUGGED WELLS, INCLUDING BONDING REQUIREMENTS, AND SURFACE WORK AS SPECIFIED IN THE LEASES OR APPLICABLE LAW OR REGULATION; AND (III) HEREBY EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD ASSIGNOR AND ITS EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, CLAIMS, DEMANDS, LITIGATION COSTS, ATTORNEYS FEES, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ARISING OUT OF, INCIDENT TO, OR IN CONNECTION WITH THE PROPERTIES, INCLUDING PLUGGING REQUIREMENTS AND BONDING REQUIREMENTS, WHETHER EXISTING BEFORE OR AFTER THE EFFECTIVE TIME.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Agreement and Bill of Sale to be executed on the date of their respective acknowledgments set forth below, to be effective, however, as of the Effective Time.

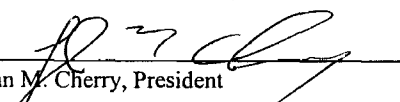
ASSIGNOR:

BRISTOL RESOURCES CORPORATION


John M. Cherry, President

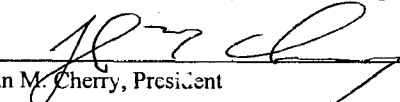
BRISTOL RESOURCES 1994 LIMITED PARTNERSHIP

By: Bristol Resources Corporation, General Partner


John M. Cherry, President

BRISTOL RESOURCES PRODUCTION COMPANY, L.L.C.

By: Bristol Resources Corporation, Manager


John M. Cherry, President

ASSIGNEE:

BRISTOL RESOURCES CORPORATION

STAGHORN RESOURCES, LLC

Karen Reed

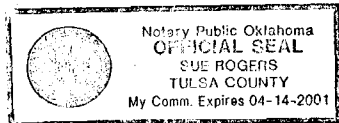
Karen Reed, Vice President

STATE OF OKLAHOMA

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COUNTY OF TULSA

This instrument was acknowledged before me the 17th day of June 1998 by John M. Cherry as President of BRISTOL RESOURCES CORPORATION



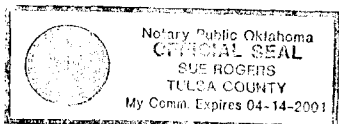
Sue Rogers
Notary Public, State of Oklahoma
Printed Name: _____
Commission Expires: _____

STATE OF OKLAHOMA

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COUNTY OF TULSA

This instrument was acknowledged before me the 17th day of June 1998 by John M. Cherry as President of BRISTOL RESOURCES CORPORATION, as General Partner of Bristol Resources 1994 Acquisition Limited Partnership.



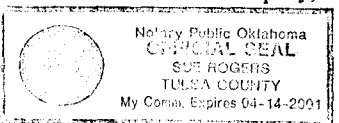
Sue Rogers
Notary Public, State of Oklahoma
Printed Name: _____
Commission Expires: _____

STATE OF OKLAHOMA

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COUNTY OF TULSA

This instrument was acknowledged before me the 17th day of June 1998 by John M. Cherry as President of BRISTOL RESOURCES CORPORATION, as Manager of Bristol Resources Production Company, L.L.C., a Delaware limited liability company.



Sue Rogers
Notary Public, State of Oklahoma
Printed Name: _____
Commission Expires: _____

STATE OF OK

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COUNTY OF Tulsa

This instrument was acknowledged before me on the 18th day of June 1998, by Karen Reed, Vice President of STAGHORN RESOURCES, LLC, a New Jersey corporation, on behalf of said corporation.



Carol W. Fehrenbacher
Notary Public, State of
Printed Name: Carol W. Fehrenbacher
Commission Expires: 11/01/2001

BRISTOL RESOURCES CORPORATION

EXHIBIT "A"
BURTON FLAT FIELD
EDDY COUNTY, NEW MEXICO

*Superior-Fed KJ Com #1
Superior Fed 6*

LESSOR: USA NM-0144698
LESSEE: Ten Strike, Inc.
DATE: 02/01/61
RECORDED: N/A
LAND DESCRIPTION: T20S-R29E NMPM
Section 7: Lot 1,
insofar and only insofar as said Lot 1
covers operating rights from the surface
down to a depth of 1,452 feet and below
11,600 feet.

T20S-R29E NMPM

Section 6: Lots 6 & 7, E/2SW/4, SE/4
Section 7: NE/4NW/4

~~LESSOR: USA NM-0209083
LESSEE: F. Kirk Johnson, Jr.
DATE: 07/01/63
RECORDED: N/A
LAND DESCRIPTION: T20S-R29E NMPM
Section 3: SW/4SE/4
Section 4: Lots 3 & 4

T20S-R25E NMPM
Section 4: Lots 1 & 2,
insofar and only insofar as said Lots 1 & 2
cover operating rights below 11,844 feet.~~

EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
STATE : NM					
COUNTY : EDDY					
3798986 NM4046 01	USA NM-40860 WHITE CITY Twp / Ar / Rat: 0255 SE4SE4	MESA PETROLEUM CO	7/1/80	OTH	N/A
3799012 NM4032 01	USA NM-20060 MCMILLAN Twp / Ar / Rat: 0195 (CONTRACTUAL INTEREST) SE4NE4, DEPTH A: FROM SURFACE TO 10,350 FEET	LEO D CATTANACH	2/1/74	OTH	N/A
3799015 NM4032 02	USA NM-A-32594 MCMILLAN Twp / Ar / Rat: 0195 E2NW1/4 DEPTH A: PENNSYLVANIAN FORMATION (CONTRACTUAL INT ONLY)	THOMAS H CONNELLY	5/1/78	OTH	N/A
3799016 NM4014 01	USA NM-30629 EDDY UNDES Twp / Ar / Rat: 0195 W2NE4, W2NW1/4 DEPTH A: FROM SURFACE TO BASE OF MORROW FORMATION (CONTRACTUAL INTEREST ONLY)	JOHN R ANDERSON	8/1/77	OTH	N/A
3799107 NM4032 01	USA NM-19597 MCMILLAN Twp / Ar / Rat: 0195 (CONTRACTUAL INTEREST ONLY) NE4NE4	PETE PANOS	12/1/73	OTH	N/A
3799120A NM4046 01	WAYNE MOORE ET AL WHITE CITY Twp / Ar / Rat: 0245 NE4	EARL WHISKAND	10/10/72	OTH	BK 91 PG 786
3799121 NM4046 01	USA NM-16625 WHITE CITY Twp / Ar / Rat: 0245 N2SE4	RUBY E DURKHEAD	9/1/72	OTH	N/A
3799121 NM4046 02	USA NM-16625 WHITE CITY Twp / Ar / Rat: 0245 S2NE4	RUBY E DURKHEAD	9/1/72	OTH	N/A
3799134A NM4046 01	LESTER PARKS ET AL WHITE CITY Twp / Ar / Rat: 0245	EARL WHISKAND	10/10/72	OTH	BK 90 PG 926

MOORE FEDERAL COM H-16

EASTERN SHORES TL FEDERAL 1

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EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
3799162A NM4046 01	Twp / Ar / Rai: 0255 W/2SW/4, SW/4NW/4 ZULA BEACH RINGER WHITE CITY	Ring / Bk: 026E Sec / Abs / Sec: 0009 GLEND AARON	10/17/72	OTH	BK 91 PG 13
NM4019 02	S/2NE/4, N/2SE/4 CONTRACTUAL INTEREST FASKEN (AND) Twp / Ar / Rai: 0255 N/2SW/4, SW/4SW/4 CONTRACTUAL INTEREST	Ring / Bk: 026E Sec / Abs / Sec: 0003 GLEND AARON			
3799162B NM4046 01	RALPH HOOD ET AL WHITE CITY Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0004	10/18/72	OTH	BK 91 PG 15
NM4019 02	S/2NE/4, N/2SE/4 CONTRACTUAL INTEREST FASKEN (AND) Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0003			
3799163 NM4046 01	USA NM-15296 WHITE CITY Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0003	3/1/72	OTH	
NM4019 02	160 AC SUR TO 11754 FT SW/4E/4, W/2SE/4 & SE/4SW/4 SEC 3 CONTRACTUAL INTEREST ONLY				
3799164 NM4046 01	USA NM-0554766 WHITE CITY Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0003	9/1/64	OTH	BK 130 PG 778
NM4019 02	LOT 4 SURFACE TO 11,754 FT CONTRACTUAL INTEREST ONLY FASKEN (AND) Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0004			BK 130 PG 778
3799165 NM4046 01	USA NM-19936 WHITE CITY Twp / Ar / Rai: 0255	Ring / Bk: 026E Sec / Abs / Sec: 0003	1/1/74	OTH	
NM4019 02	LOTS 1-4, S/2NW/4, N/2SW/4, SW/4SW/4 FROM SURFACE TO 11,754 FT CONTRACTUAL INTEREST ONLY				
3800688 NM5008 01	C E ELLSWORTH ETUX SAIK UNIT Twp / Ar / Rai: 022S	Ring / Bk: 027E Sec / Abs / Sec: 0017	02/2/71	OTH	BK 83 PG 569
3800689 NM5008 01	C E ELLSWORTH ETUX SAIK UNIT Twp / Ar / Rai: 022S	Ring / Bk: 027E Sec / Abs / Sec: 0017	02/2/71	OTH	BK 83 PG 566

SAIK UNIT

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EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	3650 ACRES MORE OR LESS, BEING ALL OF THE E/2 OF LOT 19 OF BLOCK A OF HALL'S SUBDIVISION OF S/2 NE/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 27 EAST, ACQUIRED BY LESSOR BY DEED RECORDED IN VOLUME 128 AT PAGE 207 OF THE DEED RECORDS, LESS AND EXCEPT FROM SAID E/2 OF LOT 19 THE FOLLOWING DESCRIBED THREE TRACTS OF LAND, LYING AND BEING SITUATED ALONG ITS EAST SIDE: DIMENSIONS - 145X150' OWNER ANH AVERA ACQUIRED - 1895/17, DIMENSIONS - 145' X 150' OWNER - JESSE L. GREENE AND WIFE LOUISE ACQUIRED - 1963/88, DIMENSIONS - 135' X 330' OWNER - CLARENCE TEAGUE ACQUIRED - 207/84 REFERENCE IS HERE MADE TO SAID DEEDS AND THE RECORD THEREOF IN EDDY COUNTY, NEW MEXICO, FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.				
3800890A	ROSENDA FINO	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 580
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	4.806 ACRES, MORE OR LESS, BEING ALL OF LOT 24 OF BLOCK B OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AND ACQUIRED BY LESSOR AND HER DECEASED HUSBAND BY DEED RECORDED IN VOLUME 171 AT PAGE 351 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.				
3800890B	IKE P HERNANDEZ ETUX	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 578
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	4.806 ACRES, MORE OR LESS, BEING ALL OF LOT 24 OF BLOCK B OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AND ACQUIRED BY LESSOR AND HER DECEASED HUSBAND BY DEED RECORDED IN VOLUME 171 AT PAGE 351 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.				
3800892	ELMER L WEBBER	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 582
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	4.806 ACRES, MORE OR LESS, BEING ALL OF LOT 26 OF BLOCK B OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 27 EAST, AND ACQUIRED BY LESSOR BY DEED RECORDED IN VOLUME 119 AT PAGE 414 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO, TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.				
3800893	CORA S GLAZE A WIDOW	DAVID J SORENSON	10/17/66	O/G	BK 171 PG 126
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	NW/4 NE/4				
3800894A	BEN WHEELER ETUX	DAVID J SORENSON	12/8/66	O/G	BK 172 PG 184
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	NE/4 NE/4				
3800894B	OLA E OHNEMUS ETAL	DAVID J SORENSON	3/11/69	O/G	BK 66 PG 990
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				
	NE/4 NE/4				
3800894C	ROMAN HENRY OHNEMUS	DAVID J SORENSON	3/8/69	O/G	BK 66 PG 988
NM5008	SAIK UNIT				
01	Twp/Ar/Rai: 022S Rng/Blk: 027E Sec/Abs/Sec: 0017				

STATE, COUNTY : NM, EDDY.

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EXHIBIT "A"

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
38006940	EMMA LOUISE BELL NE/4 NE/4	DAVID J SORENSON	3/11/69	O/G	BK 66 PG 992
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 NE/4 NE/4	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800699	JESSE L GREENE ETUX	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 562
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 4993 AC. BEING ALL S. 150 FT. OF N. 300 FT. OF E. 145 FT. OF LT 19, BLK A, HALLS SUBDIV. OF S/2 NE/4	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800699	LEO ORSON GREENWOOD ETUX	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 557
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 5853 ACRES, MORE OR LESS, BEGINNING AT THE SW CORNER OF LOT 19 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 27 EAST. THENCE NORTH ALONG THE WEST LINE OF SAID LOT 19 A DISTANCE OF 180 FEET. THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 19 A DISTANCE OF 135 FEET. THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 19 A DISTANCE OF 60'. THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT 19 A DISTANCE OF 10'. THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 19 A DISTANCE OF 120' TO THE SOUTH LINE OF SAID LOT 19. THENCE WEST ALONG THE SAID SOUTH LINE A DISTANCE OF 145' TO THE POINT OF BEGINNING, AND BEING THE SAME LAND ACQUIRED BY LESSOR BY DEEDS RECORDED IN VOLUMES 178 AT PAGE 434 AND 192 AT PAGE 144, TO WHICH DEEDS AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800700	BELÉN GUERRA ETAL	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 555
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 .1722 ACRES MORE OR LESS, BEING ALL OF THE E 50' OF THE S 150' OF LOT 17 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SEC 17-22S-27E AND BEING THE SAME LAND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 205 AT PAGE 48 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO, TO WHICH DEED AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800701	L E PAYNE ETUX	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 574
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 4.7727 ACRES, MORE OR LESS, BEING ALL OF LOT 25 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4 SEC 17-22S-27E AND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 205 PAGE 605 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO, TO WHICH DEED AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800702	JOE MARSHALL PUCKETT	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 576
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 4.7727 ACRES, MORE OR LESS, BEING ALL OF LOT 27 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SEC 17-22S-27E, AND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 79 PAGE 333 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO, TO WHICH DEED AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.	Rng /Bk: 027E Sec /Abs /Sec: 0017			
3800703	CLARENCE TEAGUE	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 564
NM5008 01	SAIK UNIT Twp /Ar /Rai: 0225 1.0227 ACRES, MORE OR LESS, BEING ALL OF THE SOUTH 330' OF THE EAST 135' OF LOT 19 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4 OF SEC 17-22S-27E, AND BEING THE SAME LAND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 207, PAGE 84 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO, TO WHICH DEED AND THE RECORD THEREOF, REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY.	Rng /Bk: 027E Sec /Abs /Sec: 0017			

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EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
	LAND COVERED HEREBY.				
3800704	ADDIE ELIZABETH S TURNER	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 584
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 9.612 ACRES, MORE OR LESS BEING ALL OF LOTS 28 AND 30 OF BLOCK B OF HALL'S SUBDIVISION OF THE S2 NE 1/4 OF SEC. 17-22S-27E, AND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 120 PAGE 323 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800705	JOHNNY O ADAMS ETUX	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 572
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 .3788 ACRES MORE OR LESS BEING ALL OF THE S 1/2 OF THE E 1/2 OF LOT 23 OF BLOCK A OF HALL'S SUBDIVISION OF THE S2 NE 1/4 OF SEC. 17-22S-27E AND BEING THE SAME LAND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 203 PAGE 119 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800706	ANN AVERA	DONALD BLACKMAR	8/24/71	O/G	BK 83 PG 560
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 4.993 ACRES, MORE OR LESS BEING ALL OF THE N 1/2 OF THE E 1/2 OF LOT 19 BLOCK A OF HALL'S SUBDIVISION OF THE S2 NE 1/4 OF SEC. 17-22S-27E AND BEING THE SAME LAND ACQUIRED BY LESSOR BY DEED RECORDED IN VOL. 189 PAGE 517 OF THE DEED RECORDS OF EDDY COUNTY, NEW MEXICO TO WHICH DEED AND THE RECORD THEREOF REFERENCE IS HERE MADE FOR A MORE PARTICULAR DESCRIPTION OF THE LAND COVERED HEREBY	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800707	VALENTE ALVARADO ETUX	DONALD BLACKMAR	5/25/73	O/G	BK 105 PG 457
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 LOT 2 BLOCK 20 CONNERS SUBDIVISION A SUBDIVISION OF LOTS 11 & 13 BLOCK A OF HALL'S SUBDIVISION LOCATED IN S2 N2 SEC 17-22S-27E EDDY COUNTY NEW MEXICO	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800708	CRISTIN ARANDA ETUX	DONALD BLACKMAR	5/17/73	O/G	BK 104 PG 682
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 LOT 7 BLOCK 3 MACDONALD'S SUBDIVISION, A SUBDIVISION OF LOTS 8 & 10 AND E 1/2 OF LOT 6 BLOCK B HALL'S SUBDIVISION TO THE CITY OF CARLSBAD, NEW MEXICO AS PER PLAT FILED IN BOOK 3 OF MAPS, PAGE 269, RECORDS OF EDDY COUNTY NEW MEXICO	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800709	JOHN F BROWN ETUX	DONALD BLACKMAR	12/31/73	O/G	BK 112 PG 476
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 LOT 19, BLOCK 20, CONNERS SUBDIVISION A SUBDIVISION OF LOTS 11 AND 13 BLOCK A OF HALL'S SUBDIVISION LOCATED IN THE S2 NW 1/4 OF SEC 17-22S-27E N.M.P.M. IN THE CITY OF CARLSBAD, EDDY COUNTY NEW MEXICO	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800710	CARLSBAD BLDG & LOAN ASSO	DONALD BLACKMAR	5/11/73	O/G	BK 104 PG 676
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225 LOT 13, BLOCK 3 MACDONALD SUBDIVISION, A SUBDIVISION OF LOTS 8 AND 10 AND THE E 1/2 OF LOT 6 BLOCK B HALL'S SUBDIVISION LOCATED IN THE S2 N2 OF SEC 17-22S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO	Rng / Blk: 027E Sec / Abs / Sec: 0017			
3800711	FORREST H CARLTON ETUX	DONALD BLACKMAR	5/22/73	O/G	BK 104 PG 690
NM5008 01	SAIK UNIT Twp / Ar / Rat: 0225	Rng / Blk: 027E Sec / Abs / Sec: 0017			

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LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
TRACT #					
3800712	RAFAEL P CASTILLO ETUX	DONALD BLACKMAR	6/15/73	O/G	BK 104 PG 636
01	LOT 12 BLOCK 20 CONNERS SUBDIVISION, A SUBDIVISION N OF LOTS 11 AND 13, BLOCK A OF HALL'S SUBDIVISION, LOCATED IN S/2 N/2 OF SEC 17-22S-27E AND LOTS 2 AND 4 BLOCK 2 MACDONALD SUBDIVISION OF THE CITY OF CARLSBAD, EDDY COUNTY NEW MEXICO.				
3800713	DONALD RAY COBURN	DONALD BLACKMAR	11/15/73	O/G	BOOK 110 PAGE 441
01	THE EAST 75 FEET OF THE NORTH 130 FEET OF LOT 4, BLOCK B, HALL SUBDIVISION OF THE CITY OF CARLSBAD				
3800714	COMMERCIAL BANK & TRUST	DONALD BLACKMAR	11/7/73	O/G	BOOK 109 PAGE 374
01	THE SOUTH 42 FEET OF LOT 2 AND THE NORTH 60 FEET OF LOT 4, BLOCK 16, BRYANT ADDITION TO THE HALL'S SUBDIVISION CITY OF CARLSBAD				
3800715	VIRGIL V CONKLE ETUX	DONALD BLACKMAR	5/30/73	O/G	BK 104 PG 688
01	LOT 5, 11 AND 13 BLOCK 20, CONNERS SUBDIVISION, A SUBDIVISION OF LOTS 11 AND 13 BLOCK A OF HALL'S SUBDIVISION LOCATED IN THE S/2 N/2 OF SEC 17-22S-27E, EDDY COUNTY, NEW MEXICO				
3800716	MANUEL M ELIZONDO JR ETUX	DONALD BLACKMAR	5/3/73	O/G	BK 104 PG 622
01	S 25 OF E 1/2 OF LOT 12 IN BLOCK B OF THE HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E AS SHOWN ON THE PLAT THEREOF FILED FOR RECORD IN BOOK 3 PAGE 139 OF THE MAP RECORDS IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO CONTAINING .97 ACRES MORE OR LESS				
3800719	ANGEL F GALINDO	DONALD BLACKMAR	6/12/73	O/G	BK 104 PG 630
01	LOT 1 BLOCK 7 BRYANT ADDITION TO HALL'S SUBDIVISION N TO THE CITY OF CARLSBAD EDDY COUNTY, NEW MEXICO AND N 31' OF LOT 3 OF BLOCK 7 OF BRYANT ADDITION TO HALL'S SUBDIVISION AS PER PLAT ON FILE IN THE OFFICE OF THE COUNTY CLERK OF EDDY COUNTY, NEW MEXICO				
3800720	LARUE HARPER ET UX	DONALD BLACKMAR	6/6/73	O/G	BK 104 PG 692
01	LOTS 21 AND 23, BLOCK 20, CONNERS SUBDIVISION A SUBDIVISION OF LOTS 11 AND 13 BLOCK A OF HALL'S SUBDIVISION, LOCATED IN S/2, N/2 SEC 17-22S-27E, EDDY COUNTY NEW MEXICO				
3800722	RUSSELL LYNN HOYLE ETUX	DONALD BLACKMAR	5/30/73	O/G	BK 104 PG 686
01	LOTS 5 AND 7, BLOCK 20, CONNERS SUBDIVISION, A SUBDIVISION OF LOTS 11 AND 13 BLOCK A OF HALL'S SUBDIVISION, LOCATED IN S/2 N/2 OF SEC 17-22S-27E, EDDY COUNTY NEW MEXICO				
3800723	WILLIAM B HUNT ETAL	DONALD BLACKMAR	11/7/73	O/G	STATE COUNTY : NM, EDDY

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LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
3800724	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 10, BLOCK 10, BRYANT'S AMENDED ADDITION TO HALL'S SUBDIVISION TO THE CITY OF CARLSBAD AND BEING LOCATED IN N/2 NW/4 SAID SECTION 17-22S-27E, EDDY COUNTY, NEW MEXICO	DONALD BLACKMAR	5/10/73	O/G	BK 104 PG 669
3800725	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 3 BLOCK 1 IN MACDONALD SUBDIVISION, A SUBDIVISION OF LOTS 8 AND 10 AND EAST 10' OF LOT 6 BLOCK B HALL'S SUBDIVISION LOCATED IN S/2 N/2 OF SEC 17-22 S-27E N.M.P.M., EDDY COUNTY NEW MEXICO	DONALD BLACKMAR	5/17/73	O/G	BK 104 PG 644
3800726	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 1 BLOCK 15, BRYANT ADDITION TO HALL SUBDIVISION, CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO ACCORDING TO THE AMENDED PLAT THEREOF, ON RECORD IN THE OFFICE OF THE COUNTY CLERK IN BOOK 4, PAGE 117, MAP RECORDS, EDDY COUNTY, NEW MEXICO	DONALD BLACKMAR	2/21/74	O/G	BK 113 PG 981
3800727	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 1 BLOCK 15, BRYANT ADDITION TO HALL SUBDIVISION, CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO	DONALD BLACKMAR	9/25/73	O/G	BK 107 PG 689
3800729	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 S 50' OF LOT 7 AND THE N 50' OF THE E 150' OF LOT 8 IN BLOCK A OF THE AMENDED PLAT OF LOTS 1, 3, 5 AND 7 OF BLOCK A OF HALL'S SUBDIVISION OF THE S/2 N E/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E, N.M.P.M., EDDY COUNTY, NEW MEXICO	DONALD BLACKMAR	11/1/73	O/G	BOOK 109 PAGE 307
3800730	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 2 OF LOREY SUBDIVISION, BEING A SUBDIVISION OF THE WESTERLY 1/2 OF LOT 9, BLOCK A, OF HALL SUBDIVISION TO THE CITY OF CARLSBAD, ACCORDING TO THE PLAT OF LOREY SUBDIVISION ON FILE IN EDDY COUNTY, NEW MEXICO	DONALD BLACKMAR	6/21/73	O/G	BK 104 PG 660
3800731	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 5 OF LOREY SUBDIVISION BEING A SUBDIVISION OF THE WESTERLY 1/2 OF LOT 9 BLOCK A OF HALL SUBDIVISION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, ACCORDING TO THE PLAT OF SAID LOREY SUBDIVISION ON FILE IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	DONALD BLACKMAR	10/30/73	O/G	BK 109 PG 156
3800732	NMS008 SAIK UNIT 01 Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 11 BLOCK 2 HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M. ACCORDING TO THE AMENDED PLAT THEREOF IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	DONALD BLACKMAR	7/27/73	O/G	BK 105 PG 383

STATE, COUNTY : NM, EDDY.

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LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
01	Twp / Ar / Rai: 0225 W 90' OF LOT 20 OF THE AMENDED PLAT OF LOTS 9, 10, 11, 12, 13, 14, 15, 16, BLOCK A OF THE AMENDED PLAT OF LOTS 1, 3, 5, AND 7 BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4, SEC 17-22S-27E 11M.P.M.	Sec / Abs / Sec: 0017			
3800733	BERTHA M MORRISON	DONALD BLACKMAR	6/8/73	O/G	BK 104 PG 628
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 LOTS 2, 4 AND 5 61' OF LOT 3, BLOCK 7 BRYANT'S ADDITION TO THE HALL SUBDIVISION OF THE N/2 NW/4 OF SE C 17-22S-27E NM.P.M. AS PER PLAT OF SAID ADDITION AS SHOWN IN BOOK 3 PAGE 175 MAP RECORDS EDDY COUNTY CLERKS OFFICE, NEW MEXICO	Sec / Abs / Sec: 0017			
3800734	ALBERT R MOSLEY ETUX	DONALD BLACKMAR	10/30/73	O/G	BK 109 PG 77
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 THE WEST 50' OF S. 160' AND THE W 15' OF THE E 115' OF THE S 150' OF LOT 6 BLOCK A OF HALL'S SUBDIVISION ACCORDING TO THE AMENDED PLAT OF LOTS 1, 3, 5, AND 7, BLOCK A, HALL'S SUBDIVISION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO	Sec / Abs / Sec: 0017			
3800735	HELEN CRIBBS NESBITT	DONALD BLACKMAR	5/17/73	O/G	BK 104 PG 653
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 ALL THAT PORTION OF LOT 6 IN BLOCK A OF THE AMENDED PLAT OF LOTS 1, 3, 5, AND 7, BLOCK A OF HALL'S SUBDIVISION OF THE S/2 OF NE/4 AND THE SE/4 OF THE NW/4 AND PART OF THE SW/4 OF THE NW/4 OF SEC 17-22S-27E N.M.P.M. DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SE CORNER OF SAID LOT 6, THENCE N ON THE EAST BOUNDARY LINE OF SAID LOT A DISTANCE OF 150 FEET, THENCE WEST ON A LINE PARALLEL TO THE NORTH BOUNDARY LINE OF SAID LOT A DISTANCE OF 100', THENCE S ON A LINE PARALLEL TO THE EAST BOUNDARY LINE OF SAID LOT 150', THENCE E ON THE SOUTH BOUNDARY LINE OF SAID LOT 100' TO THE POINT OF BEGINNING.	Sec / Abs / Sec: 0017			
3800736	MANUEL NIETO ETUX	DONALD BLACKMAR	5/17/73	O/G	BK 104 PG 672
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 LOT 15 IN BLOCK 2 MCDONALD SUBDIVISION OF LOTS 8 AND 10 AND THE E 10' OF LOT 6 BLOCK 8 HALL'S SUBDIVISION CITY OF CARLSBAD, EDDY COUNTY NEW MEXICO	Sec / Abs / Sec: 0017			
3800737	FRANK H RAMIREZ ETUX	DONALD BLACKMAR	7/27/73	O/G	BK 105 PG 385
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 LOTS 14 AND 16 BLOCK 19 CONNERS SUBDIVISION, A SUBDIVISION OF LOTS 11 AND 13, BLOCK A OF HALL'S SUBDIVISION, LOCATED IN THE S/2 N/2 OF SEC 17-22S-27E N.M. P.M. EDDY COUNTY, NEW MEXICO	Sec / Abs / Sec: 0017			
3800738	RALPH L ROBERTSON ETUX	DONALD BLACKMAR	6/8/73	O/G	BK 104 PG 638
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 LOT 8 BLOCK 16, BRYANT'S ADDITION TO THE HALL SUBDIVISION, BEING THE N/2 OF NW/4 SEC 17-22S-27E, N.M.P. M. AS PER PLAT OF SAID ADDITION BOOK 3 OF MAPS, PAGE 175 IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	Sec / Abs / Sec: 0017			
3800739	LINO M RODRIQUEZ	DONALD BLACKMAR	5/15/73	O/G	BK 104 PG 646
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 LOT 17 BLOCK 2, HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M. ACCORDING TO THE AMENDED PLAT THEREOF IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	Sec / Abs / Sec: 0017			
3800740	TOMAS SAIZ ETUX	DONALD BLACKMAR	5/23/73	O/G	BK 104 PG 662
NM5008	SAIK UNIT				

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01	Twp / Ar / Rai: 022S LOT 6 OF LOREY SUBDIVISION BEING A SUBDIVISION OF THE WESTERLY 1/2 OF LOT 9 BLOCK A HALL SUBDIVISION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO ACCORDING TO THE PLAT OF SAID LOREY SUBDIVISION ON FILE IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800741 NMS5008 01	RODOLPHO C SANCHEZ ETUX SAIK UNIT	DONALD BLACKMAR	5/23/73	O/G	BK 104 PG 658
01	Twp / Ar / Rai: 022S LOTS 1 AND 3 OF LOREY SUBDIVISION BEING A SUBDIVISION OF THE WESTERLY 1/2 OF LOT 9 BLOCK A OF HALL SUBDIVISION TO THE CITY OF CARLSBAD EDDY COUNTY, NEW MEXICO ACCORDING TO THE PLAT OF SAID LOREY SUBDIVISION ON FILE IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800742 NMS5008 01	FRANCES A SMITH WIDOW SAIK UNIT	DONALD BLACKMAR	5/10/73	O/G	BK 104 PG 680
01	Twp / Ar / Rai: 022S LOT 9 BLOCK 3 MACDONALDS SUBDIVISION A SUBDIVISION OF LOTS 8 AND 10 AND E 10' OF LOT 6 BLOCK B, HALL S SUBDIVISION TO THE CITY OF CARLSBAD, NEW MEXICO AS PER PLAT FILED IN BOOK 3 OF MAPS, PAGE 289, RECORDS OF EDDY COUNTY NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800743 NMS5008 01	HARY E SMITH ETUX SAIK UNIT	DONALD BLACKMAR	6/14/73	O/G	BK 104 PG 632
01	Twp / Ar / Rai: 022S LOTS 2 AND 4, BLOCK 10 OF THE BRYANT ADDITION TO THE HALL SUBDIVISION OF N2 NW1/4 OF SEC 17-22S-27E N. M.P.M. EDDY COUNTY, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800744 NMS5008 01	ZANE E SMITH ETUX SAIK UNIT	DONALD BLACKMAR	5/30/73	O/G	BK 104 PG 648
01	Twp / Ar / Rai: 022S THE WEST 1/3 OF LOTS 20, 22 AND 24 BLOCK 2, HALL'S SUBDIVISION OF THE S2 NE4, SE4 NW1/4 AND PART OF THE SW1/4 NW1/4 SEC 17-22S-27E N.M.P.M. ACCORDING TO THE AMENDED PLAT THEREOF, IN THE OFFICE OF THE EDDY COUNTY CLERK, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800745 NMS5008 01	SOLOMON SOTO ETUX SAIK UNIT	DONALD BLACKMAR	6/21/73	O/G	BK 104 PG 640
01	Twp / Ar / Rai: 022S N2 OF LOT 7, BLOCK 17, BRYANT ADDITION TO THE HALL SUBDIVISION SITUATED IN THE W1/2 OF NW1/4, SEC 17. 22 S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800746 NMS5008 01	CHARLES L STARK ET UX SAIK UNIT	DONALD BLACKMAR	5/4/73	O/G	BK 104 PG 620
01	Twp / Ar / Rai: 022S THE E 101' OF THE NORTH 172.2' OF THE E2 OF LOT 1, 2, BLOCK B OF THE HALL SUBDIVISION OF THE S2 NE4, SE4 NW1/4 AND PART OF SW1/4 NW1/4 OF SEC 17-22S-27E AS SHOWN ON THE PLAT THEREOF FILED FOR RECORD IN BOOK 3, PAGE 139, OF THE MAP RECORDS IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO, CONTAINING 4 ACRES, MORE OR LESS.	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800747 NMS5008 01	GEO. SWARTZENDORBER ETUX SAIK UNIT	DONALD BLACKMAR	5/10/73	O/G	BK 104 PG 674
01	Twp / Ar / Rai: 022S LOTS 20 AND 22 IN BLOCK 2 OF MACDONALDS SUBDIVISION, CARLSBAD, EDDY COUNTY, NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			
3800748 NMS5008 01	RICHARD TILTON SAIK UNIT	DONALD BLACKMAR	6/8/73	O/G	BK 104 PG 845
01	Twp / Ar / Rai: 022S S2 OF LOT 7, BLOCK 17, BRYANT ADDITION TO THE HALL SUBDIVISION, SITUATED IN THE W1/2 OF NW1/4 SEC 17-22S-27E N.M.P.M., EDDY COUNTY NEW MEXICO	Rng / Blk: 022E Sec / Abs / Sec: 0017			

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LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
3800749 NMS008 01	LUCIA O TOVAR ETAL SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	10/31/73	O/G	BK 109 PG 168
3800750 NMS008 01	RUTH GOAD TROUSDALE SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	12/6/73	O/G	BK 111 PG 297
3800751 NMS008 01	ROBERT E WALLACE ETUX SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	5/9/73	O/G	BK 104 PG 670
3800752 NMS008 01	E L WATKINS ETUX SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	5/30/73	O/G	BK 104 PG 684
3800753 NMS008 01	PETE WHITE ETUX SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	5/16/73	O/G	BK 104 PG 626
3800754 NMS008 01	FRED YBAGEN ETUX SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	5/22/73	O/G	BK 104 PG 666
3800755 NMS008 01	PENNSYLVANIA DRILLING CO SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	5/21/73	O/G	BK 105 PG 206
3800756 NMS008 01	PETE TOVAR ETUX SAIK UNIT Twp / Ar / Rai: 022S Rng / Blk: 027E Sec / Abs / Sec: 0017	DONALD BLACKMAR	10/31/73	O/G	BK 109 PG 166
3800757A NMS008	NANCY LITTLE PROVINCE ET VIR SAIK UNIT	DONALD BLACKMAR	4/16/73	O/G	BK 104 PG 613

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EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
01	Twp / At / Rai: 0225 NMS008 01	Rng / Blk: 027E DONALD BLACKMAR	Sec / Abs / Sec: 0017 4/25/73	O/G	BK 104 PG 610
<p>EDWIN JOLLEY LITTLE BEING A PART OF THE NW/4 OF SAID SECTION AND DESCRIBED AS BEGINNING AT A POINT ON FEDERAL AID PROJECT HIGHWAY NO. 131A, EDDY COUNTY, NEW MEXICO, SAID POINT BEING STATION NO. 87 +48, RUNNING THENCE IN AN EASTERLY DIRECTION TO A POINT 216 FEET DISTANCE THEREFROM TO A CERTAIN CONCRETE POST ON THE RIGHT OF WAY OF THE ATCHISON TOPEKA & SANTA FE RAILWAY COMPANY'S RIGHT OF WAY AS THE POINT OF BEGINNING FOR THE LAND INTENDED TO BE HEREBY LEASED. (RUNNING THENCE EAST 300 FEET TO A GIVEN POINT, THENCE NORTH 700 FEET) RUNNING THENCE WEST 515', THENCE S 68' TO AN IRON POST ON THE ATCHISON TOPEKA & SANTA FE RY. CO.'S RIGHT-OF-WAY; THENCE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 669' TO THE POINT OF BEGINNING CONTAINING IN ALL APPROXIMATELY 6.72 ACRES OF LAND, MORE OR LESS, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND A STRIP OF LAND 100' IN WIDTH EXTENDING ACROSS THE EXTREME SOUTH END OF THE AFOREDESCRIBED TRACT, THEREBY LEAVING A TRACT CONTAINING 6.03 ACRES, MORE OR LESS, THAT IS HEREBY LEASED, BEING THE SAME LAND CONVEYED IN THAT CERTAIN DEED DATED MAY 25, 1925, FROM F. E. LITTLE ET UX TO THE BOARD OF COUNTY COMMISSIONERS OF EDDY COUNTY, NEW MEXICO, AND RECORDED IN BOOK 68 PAGE 150 OF THE DEED RECORDS IN THE OFFICE OF THE EDDY COUNTY CLERK, NEW MEXICO.</p>					
01	Twp / At / Rai: 0225 NMS008 01	Rng / Blk: 027E DONALD BLACKMAR	Sec / Abs / Sec: 0017 7/17/73	O/G	BK 104 PG 811
<p>FRANK E LITTLE BEING A PART OF THE NW/4 OF SAID SECTION AND DESCRIBED AS BEGINNING AT A POINT ON FEDERAL AID PROJECT HIGHWAY NO. 131A, EDDY COUNTY, NEW MEXICO, SAID POINT BEING STATION NO. 87 +48, RUNNING THENCE IN AN EASTERLY DIRECTION TO A POINT 216 FEET DISTANCE THEREFROM TO A CERTAIN CONCRETE POST ON THE RIGHT OF WAY OF THE ATCHISON TOPEKA & SANTA FE RAILWAY COMPANY'S RIGHT OF WAY AS THE POINT OF BEGINNING FOR THE LAND INTENDED TO BE HEREBY LEASED. (RUNNING THENCE EAST 300 FEET TO A GIVEN POINT, THENCE NORTH 700 FEET) RUNNING THENCE WEST 515', THENCE S 68' TO AN IRON POST ON THE ATCHISON TOPEKA & SANTA FE RY. CO.'S RIGHT-OF-WAY; THENCE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 669' TO THE POINT OF BEGINNING CONTAINING IN ALL APPROXIMATELY 6.72 ACRES OF LAND, MORE OR LESS, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND A STRIP OF LAND 100' IN WIDTH EXTENDING ACROSS THE EXTREME SOUTH END OF THE AFOREDESCRIBED TRACT, THEREBY LEAVING A TRACT CONTAINING 6.03 ACRES, MORE OR LESS, THAT IS HEREBY LEASED, BEING THE SAME LAND CONVEYED IN THAT CERTAIN DEED DATED MAY 25, 1925, FROM F. E. LITTLE ET UX TO THE BOARD OF COUNTY COMMISSIONERS OF EDDY COUNTY, NEW MEXICO, AND RECORDED IN BOOK 68 PAGE 150 OF THE DEED RECORDS IN THE OFFICE OF THE EDDY COUNTY CLERK, NEW MEXICO.</p>					
01	Twp / At / Rai: 0225 NMS008 01	Rng / Blk: 027E DONALD BLACKMAR	Sec / Abs / Sec: 0017 12/3/73	O/G	BK 112 PG 844
<p>NM STATE HWY DEPT THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING SOUTH OF A LINE 100' NORTH AND PARALLEL TO THE SUBDIVISION LINE BETWEEN THE NW/4 AND SW/4 OF SEC 17-22S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO, TO WIT: COMMENCING AT THE SW CORNER OF THE NW/4 OF SEC 17-22S-27E, N.M.P.M., THENCE EAST ON THE SUBDIVISION LINE BETWEEN THE NW/4 AND THE SW/4 OF SAID SECTION 17 A DISTANCE OF 502.5 MORE OR LESS, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK B, HALL'S SUBDIVISION OF THE CITY OF CARLSBAD, NEW MEXICO; THENCE NORTH ALONG THE WEST LINE OF THE SAID LOT 2 A DISTANCE OF 53' TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED AND CONCERNED; THENCE NORTH ALONG THE SAID WEST LINE OF THE SAID LOT 2 A DISTANCE OF 287.5', THENCE WEST AT A RIGHT ANGLE A DISTANCE OF 53' MORE OR LESS TO THE EAST RIGHT OF WAY LINE OF THE A.T. & S.F. RAILROAD; THENCE SOUTHEASTERLY ALONG THE SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 344.7 MORE OR LESS TO A POINT 20' NORTH OF THE SUBDIVISION LINE BETWEEN THE NW/4 AND THE SW/4 OF SAID SECTION 17,</p>					

STATE COUNTY : NM, EDDY .

EXHIBIT "A"

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
TRACT #					
3800763	JOSE L MARTINEZ ETUX	DONALD BLACKMAR	10/30/73	01G	BK 109 PG 154
THE NCE EAST ALONG A LINE PARALLEL TO THE SAID SUBDIVISION LINE A DISTANCE OF 235.5' THENCE NORTHEASTERLY 83' MORE OR LESS TO THE POINT OF BEGINNING, SAID PORTION OF THE ABOVE DESCRIBED TRACT HEREIN LEASED CONTAINING .52 ACRES MORE OR LESS.					
3800764	CLARENCE O MORRISON	DONALD BLACKMAR	6/8/73	01G	BK 115 PG 916
THE N 50' OF THE S 100' OF LOT 7 OF THE AMENDED PLAT OF LOTS 1, 3, 5, AND 7, BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO					
3800765	WM ADAIR GOSSETT ETUX	DONALD BLACKMAR	6/7/73	01G	BK 104 PG 808
S 61' OF LOT 3 BLOCK 7, BRYANT'S ADDITION TO THE HALL SUBDIVISION OF THE N/2 NW/4 OF SEC 17-22S-27E, N.M.P.M. AS PER PLAT OF SAID ADDITION AS SHOWN IN BOOK 3 PAGE 175 MAP RECORDS, EDDY COUNTY CLERKS OFFICE, NEW MEXICO					
3800766	FERNANDO GONZALEZ ETUX	DONALD BLACKMAR	6/13/73	01G	BK 104 PG 843
ALL OF THE W/2 OF LOT 19, EXCEPT THE S 120' OF THE W 145' OF THE W/2 OF SAID LOT 19; AND EXCEPT THE N 60' OF THE W 135' OF THE S 180' OF THE W/2 OF SAID LOT 19 BLOCK A HALL SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO					
3800767	ANTONIO DOMINQUEZ ETUX	DONALD BLACKMAR	5/17/73	01G	BK 104 PG 656
LOT 4 OF LOREY SUBDIVISION, BEING A SUBDIVISION OF THE WESTERLY 1/2 OF LOT 9, BLOCK A, HALL SUBDIVISION TO THE CITY OF CARLSBAD, EDDY COUNTY, NEW MEXICO, ACCORDING TO THE PLAT OF SAID LOREY SUBDIVISION ON FILE IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO					
3800768	JAKE M BRUTON ETUX	DONALD BLACKMAR	6/5/73	01G	BK 104 PG 650
THE N 50' OF S/2 OF LOT 7, BLOCK A, OF THE AMENDED PLAT OF LOTS 1, 3, 5, 7, BLOCK A OF HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M. LESS 20' OFF THE WEST END OF SAID TRACT					
3800769	ADMIN OF VETERANS AFFAIRS	DONALD BLACKMAR	6/8/73	01G	BK 106 PG 742
THE S 50' OF LOT 5 AND THE WEST 150' OF THE NORTH 70' OF LOT 6, BLOCK A, HALL SUBDIVISION, ACCORDING TO THE AMENDED PLAT OF LOTS 1, 3, 5 AND 7 BLOCK A, HALL SUBDIVISION TO THE CITY OF CARLSBAD, EDDY COUNTY NEW MEXICO, AND LOT 2, BLOCK 1, HALL SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E ACCORDING TO THE AMENDED PLAT THEREOF IN THE EDDY COUNTY CLERKS OFFICE, NEW MEXICO					
3800770	ROBERT H COLEMAN ETUX	DONALD BLACKMAR	5/15/73	01G	BK 104 PG 642
ALL OF LOT 29, BLOCK A, HALL SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF THE SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M., EDDY COUNTY, NEW MEXICO.					

STATE COUNTY: NM, EDDY.

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EXHIBIT "A"

LEASE # TRACT #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
3801179 NMS009 01	MI-NM LAND CO JOELL #1 WELL	SOZONY MOBIL OIL CO INC	4/1/65	O/G	BK 155 PG 27
3801182 NMS009 02	PAUL GIBSON ETAL TANK SITE JOELL #1 WELL	MORRIS ANTWEL	8/23/71	SUR	
3801253 NMS010 01	W/H MERCHANT JR ETAL LITTLE JEWEL	E S GREAR	5/25/66	O/G	BK 167 PG 214
3801254 NMS010 01	GLADYS FARMER ETAL LITTLE JEWEL	H R HARRIS	5/11/64	O/G	BK 146 PG 377
3820717 NMS008 01	WILLIAM C FARLEY ETUX SAIK UNIT	DONALD BLACKMAR	5/27/73	O/G	BK 104 PG 624
3820718 NMS008 01	PILAR R FRANCO, WIDOW SAIK UNIT	DONALD BLACKMAR	10/29/73	O/G	BK 109 PG 79
3820721 NMS008 01	EZEQUIEL E HERNANDEZ ETUX SAIK UNIT	DONALD BLACKMAR	5/10/73	O/G	BK 104 PG 678
3820728 NMS008 01	MANUEL G MADRID ETUX SAIK UNIT	DONALD BLACKMAR	5/30/73	O/G	BK 104 PG 664
3820762A NMS008	JOSEPH CRAIG PORTER ETAL SAIK UNIT	DONALD BLACKMAR	5/27/73	O/G	BK 104 PG 618

EXHIBIT "A"

LEASE #	LESSOR	LESSEE	DATE	RIGHTS	RECORDING BOOK/PAGE
01	Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 ALL OF LOT 14 BLOCK B OF HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M., AS SHOWN BY THE AMENDED PLAT THEREOF ON FILE IN THE OFFICE OF THE EDDY COUNTY CLERK, NEW MEXICO CONTAINING 4.83 ACRES MORE OR LESS				
3820760B	LEONA DAVIS PORTER	DONALD BLACKMAR	5/17/73	O/G	BK 104 PG 616
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 ALL OF LOT 14 BLOCK B OF HALL'S SUBDIVISION OF THE S/2 NE/4, SE/4 NW/4 AND PART OF SW/4 NW/4 OF SEC 17-22S-27E N.M.P.M., AS SHOWN BY THE AMENDED PLAT THEREOF ON FILE IN THE OFFICE OF THE EDDY COUNTY CLERK, NEW MEXICO CONTAINING 4.83 ACRES MORE OR LESS				
3820771	ELLIS L HALL ETAL	DONALD BLACKMAR	3/25/74	O/G	BK 116 PG 279
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 ALL THAT PART OF THE S/2 NW/4 OF SEC 17-22S-27E N. M.P. LYING W AND S OF THAT TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED DATED MAY 25, 1925, FROM F. E. LITTLE ETUX TO THE BOARD OF COUNTY COMMISSIONERS, RECORDED IN BOOK 69 AT PAGE 150 OF THE DEED RECORDS OF THE EDDY COUNTY CLERK, NEW MEXICO SAID TRACT BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON FEDERAL AID PROJECT HIGHWAY N. O. 131A, EDDY COUNTY, N.MEX., SAID POINT BEING STATION NO. 87+48 RUNNING THENCE IN AN EASTERLY DIRECTION TO A POINT 216 FEET DISTANT THEREFROM TO A CERTAIN CONCRETE POST ON THE RIGHT OF WAY OF THE AT&S FRY CO.'S RIGHT-OF-WAY AS THE POINT OF BEGINNING FOR THE LAND HEREIN DESC.; RUNNING THENCE E 300 TO A GIVEN POINT; THENCE N 700; THENCE W 515 FEET; THENCE S 68 TO AN IRON POST ON THE AT&S FRY CO.'S RIGHT-OF-WAY; THENCE IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 689 TO THE POINT OF BEGINNING, CONTAINING IN ALL APPROXIMATELY 6.72 ACRES OF LAND, THEREBY LEAVING A TRACT OF LAND CONTAINING .888 ACRES, MORE OR LESS.				
3820772	EDDY CO BOARD OF CO COMM	BELCO PETROLEUM CORP	12/22/73	O/G	BK 112 PG 698
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 TRACT 25: .18 AC. IN SW CORNER OF NW/4 SEC 17-22S-27E				
3820773	PABLO F ORTEGA ETUX	DONALD BLACKMAR	6/8/73	O/G	BK 104 PG 634
NM5008	SAIK UNIT				
01	Twp / Ar / Rai: 0225 Rng / Blk: 027E Sec / Abs / Sec: 0017 LOT 6, BLOCK 10, BRYANT ADDITION TO THE HALL SUBDIVISION SITUATED IN THE N/2 NW/4, SEC 17-22S-27E N.M.P.M.				
3821180A	HOWARD & CARRIE HEMLER	E S GREAR	4/22/65	O/G	BK 156 PG 212
NM5009	JOELL #1 WELL				
01	Twp / Ar / Rai: 023S Rng / Blk: 027E Sec / Abs / Sec: 0006 LOTS 1 & 2 & S/2 NE/4 SEC 6-23S-27E N.M.P.M.				
3821180B	J H & MAYME L ASCHBACHER	E S GREAR	4/22/65	O/G	BK 156 PG 210
NM5009	JOELL #1 WELL				
01	Twp / Ar / Rai: 023S Rng / Blk: 027E Sec / Abs / Sec: 0006 LOTS 1 & 2 & S/2 NE/4 SEC 6-23S-27E N.M.P.M.				

STATE, COUNTY: NM, EDDY.

BOOK 321 PAGE 1023

Bld Entry No:
WTH0/
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Gushwa DR #3

LEASE(S)

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LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Bonnie Morrison	Robert Byron	08-18-77	150/111	N/2 NE/4 Section 35-18S-25E.	(1)(2)
Republic NB of Dallas	Hark D. Wilson	01-09-80	182/109	N/2 NE/4 Section 35-18S-25E.	(1)(2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) called the Rio Penasco WI Unit.
- (2) Subject to Designation of Pooled Unit dated 11-19-80 between Yates Petroleum Corp., Champlin Petroleum Company, et al, covering N/2, Section 35.

BID ENTRY No.
LTM107
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Rio Penasco 01
Scout EH FEDERAL #3
Scout EH FEDERAL #6

LEASE(S)

17 of 40

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
1					(1) (2)

FOOTNOTE REFE

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) called the Rio Penasco WI Unit.
- (2) Subject to Communitization Agreement dated 03-03-81 between Yates Petroleum Corp., Champlin Petroleum Company, et al, covering E/2, Section 34.

NOTE: UPRC owns no leasehold interest in this well; interest is derived by ownership in the referenced WI Unit.

BOOK 321 PAGE 1025

Bid Entry No.:
LTM107
Boyd Morrow

EXHIBIT "A"
Eddy County, New Mexico

WELL(S)

WELL NAME
Rio Penasco RT
COM #1

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<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA</u> BOOK/PAGE	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE</u> <u>REFERENCE</u>
U.S.A.	Yates Petroleum Corporation	11-01-81	Unrecorded	S/2 SE/4 Section 3-19S-25E.	(1)(2)
Roy E. Glass, et ux	Suburban Propane Gas Corporation	10-22-76	141/578	Lot 1, S/2 NE/4 Section 3-19S-25E. Insofar and only Insofar as said leases cover these tracts of land.	1)(2)
Clarence E. Hlnck	Suburban Propane Gas Corporation	11-12-76	141/210	Lot 1, S/2 NE/4 Section 3-19S-25E. Insofar and only Insofar as said leases cover these tracts of land.	(1)(2)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
McQuiddy Communi- cations and Energy, Inc.	Mark D. Wilson	09-18-81	205/678	S/2 NE/4, NE/4 NE/4 Section 3-19S-25E.	(1)(2)
R. R. Hinckle Co., Inc.	Mark D. Wilson	09-18-81	205/676	S/2 NE/4, NE/4 NE/4 Section 3-19S-25E.	(1)(2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) called the Rio. Pennaco WI Unit.
- (2) Subject to Communitization Agreement dated 09-25-81 between Yates Petroleum Corporation, et al, covering E/2, Section 3.

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BID Entry No:
LTH107
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Rio Penasco KD #1

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Bonnie Morrison	Robert Byron	08-17-77	150/775	SWSW Section 2-19S-25E.	(1)(2)
NH Military Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E.	(1)(2)
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, NE/W NW Section 11 and SW/4 SW/4 Section 2-19S-25E.	(1)(2)
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NWNE, NE/W NW Section 11 and SW/4 SW/4 Section 2-19S-25E.	(1)(2)

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FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators), called the Rio Penasco HI Unit.
- (2) Subject to Communitization Agreement dated 04-06-80 between Yates Petroleum Corp., Champlin Petroleum Company, et al, covering S/2, Section 2.

BOOK 321 PAGE 1029

BID ENTRY NO:
UT1107
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Rio Penasco KD
COM #2

LEASE(S)

LESSOR

LESSEE

DATE

RECORDING DATA
BOOK/PAGE

DESCRIPTION OF PROPERTY

FOOTNOTE
REFERENCE

CONTRACTUAL INTEREST ONLY

(1)(2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) called the Rio Penasco WI Unit.
- (2) Subject to Communitization Agreement dated 08-06-80 between Yates Petroleum Corp., Champlin Petroleum Company, et al, covering N/2, Section 2.

NOTE: UPRC owns no leasehold interest in this well; interest is derived by ownership in the referenced WI Unit.

Bid Entry No:
WTH107
Boyd Morrow

EXHIBIT "A"
Eddy County, New Mexico

WELL(S)

WELL NAME

Rio Penasco KD #3
Rio Penasco HF Fed.

LEASE(S)

23 4 40

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Bonnie Morrison	Robert Byron	08-17-77	150/375	SWSW Section 2-19S-25E.	(1)(2)
NM Military Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E.	(1)(2)
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E.	(1)(2)

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA BOOK/PAGE</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE REFERENCE</u>
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E.	(1)(2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators), called the Rio Penasco WI Unit.
- (2) Subject to Communitization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company, et al (Non-Operators) covering N/2, Section 2.

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Bid Entry No.:
WT107
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S):

WELL NAME:
Rio Penasco JX #1
Rio Penasco JX #2

LEASE(S)

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA</u> <u>BOOK/PAGE</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE REFERENCE</u>
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CONTRACTUAL INTEREST ONLY

(1)(2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) called the Rio Penasco W1 Unit.
 - (2) Subject to Communictlization Agreement dated 09-27-78 between Yates Petroleum Corp., et al, covering S/2, Section 35.
- NOTE: UPRC owns no leasehold interest in these wells; interest is derived by ownership in the referenced W1 Unit.

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BID ENTRY No.:
WT107
Boyd Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Scout Ell Fed. #5

LEASE(S)

LEASE NUMBER	LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
<u>CONTRACTUAL INTEREST ONLY</u>						

(1)(2)(3)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 06-13-79 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators) covering the NM Penasco W1 Unit.
- (2) Subject to Communication Agreement dated 07-16-81 between Yates Petroleum Corp., Champlin Petroleum Company, et al, covering W/? , Section 34.
- (3) Subject to Stipulation of Interest Agreement dated 08-06-81 covering W/? Section 34, between Yates Petroleum Corp., Champlin Petroleum Company, et al.

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BOOK 321 PAGE 1034

BID ENTRY No.:
VT1108
Burton Flat Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Cawley "A" #1
Tracy D #1

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Frances G. Tracy, et al	Union Oil Company of California	11-09-67	57/932	437 acres, more or less, being the SW/4 SW/4, Section 28; and the W/2 SE/4, SE/4, and W/2, Section 33, T21S-R27E.	(1)(2)(3) (4)(5)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (3) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Co., Champlin Petroleum Company, et al, concerning the above referenced Joint Operating Agreement.
- (4) Subject to Communitization Agreement dated 11-20-72 between Cities Service Co., et al, covering S/2, Section 28.
- (5) Subject to Designation of Pooled Unit dated 12-15-72 covering S/2, Section 28.

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Bid Entry No:
VT1108
Burton Flat Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL NAME:

CDH "A" Unit
Simpson A-2Z

WELL(S)

LEASE(S)

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LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Roy L. Dawdy, et ux	Leonard T. May	03-05-73	96/175	The West 141.87 feet of Lot 11, Blk. 22 of La Huerta Sections 29 and 32.	(1)(2)(3)(4)
Donald W. Potter, et ux	Leonard T. May	03-26-73	97/921	Lot 3, Blk. 2 of La Huerta Acres Unit #2, Section 29.	(1)(2)(3)(4)
Daniel Q. Holguin, et ux	Leonard T. May	03-27-73	98/598	The North 77.75 feet of the South 155.50 feet and the West 426 feet of the South 77.75 feet of Lot 6 in Blk. 25 of 1a Huerta Section 29.	(1)(2)(3)(4)
Henry R. Bock, et ux	Leonard T. May	04-30-73	101/167	Lot 2, Blk. 1 of La Huerta Unit #1.	(1)(2)(3)(4)

BOOK 321 PAGE 1036

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA</u> <u>BOOK/PAGE</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE REFERENCE</u>
Jovita Ogas & Gloria Mae Ogas	Leonard T. May	04-25-73	101/772	Lot 6, Except the South 155.50 feet thereof and the North 1 acres thereof, Blk. 25 of La Huerta Section 29.	(1)(2)(3)(4)
Frank Raymond Ogas	Leonard T. May	05-18-73	103/361	The North 1 acre of Lot 6, in Blk. 25 of La Huerta Section 29.	(1)(2)(3)(4)
Tomas G. Fierro	Cities Service Oil Co. of Tulsa	12-09-74	123/1095	Part of Lot 10, Blk. 25, La Huerta Subdivision, Section 29.	(1)(2)(3)(4) 50
Enrique Hernandez	Cities Service Oil Co. of Tulsa	12-10-74	125/683	Lot 12, Blk. 17, La Huerta Subdivision.	(1)(2)(3)(4) 29
La Huerta Water Cooperative	Cities Service Oil Co. of Tulsa	02-04-75	125/510	Part of Lot 17, Blk. 1, La Huerta Sub- division, Section 29.	(1)(2)(3)(4)
H. H. Schulle, et ux	Cities Service Oil Co. of Tulsa	09-25-75	131/ 3	E/2 of Lots 9 & 11, Blk. 18, La Huerta Subdivision, Section 29.	(1)(2)(3)(4)
Rosco J. Helvine, et ux	Cities Service Oil Co. of Tulsa	09-25-75	131/ 5	Lots 6-8, and the North 117.4 feet of Lot 10, Blk. 31 and the South 322.9 of Lot 17, Blk. 1 of La Huerta Sub- division.	(1)(2)(3)(4)
Alyce P. Baczik	Cities Service Oil Co. of Tulsa	09-25-75	131/ 7	Lot 5, Blk. 22 of La Huerta Subdivision, Section 29.	(1)(2)(3)(4)
Billy E. Basham, et ux	Cities Service Oil Co. of Tulsa	09-25-75	131/ 9	South 207 feet of Lot 1 and the North 176.5 feet of Lot 3 in Blk. 18 of La Huerta Subdivision, Section 29.	(1)(2)(3)(4)
Vernon Joseph Russell, et ux	Cities Service Oil Co. of Tulsa	09-25-75	131/361	Lot 8, Blk. 29 of La Huerta Subdivision, Section 29.	(1)(2)(3)(4)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Mabel B. Smith	Cities Service Oil Co. of Tulsa	09-25-75	131/349	Lot 9, Blk. 22 of La Huerta Subdivision, Section 29.	(1)(2)(3)(4)
Leona Stagner and Mary	Cities Service Oil Co. of Tulsa	09-30-75	131/711	9 tracts out of the S/2 NW/4 and N/2 SW/4, Section 29.	(1)(2)(3)(4)
Harold C. Nesbitt, et ux	Cities Service Oil Co. of Tulsa	10-17-75	131/816	Lot 7, Blk. 22 of La Huerta Subdivision, Section 29.	(1)(2)(3)(4)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Designation of Unit dated 01-21-76, covering W/2, Section 29.
- (3) Subject to Amendment to Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (4) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Oil Company, Champlin Petroleum Company, et al, concerning the above referenced Joint Operating Agreement.

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Bld Entry No:
WT108
Burton Flac Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NUMBER	PROPERTY NUMBER	WELL NAME	OPERATOR	V.I.	N.R.I.
2466	19605	Elizondo Federal "A"-2Y	Cities Service	1.70785	1.45594
2470	19607	Elizondo Fed. A-3	Cities Service	1.70785	1.44954

31 of 40

LEASE NUMBER	LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
<u>CONTRACTUAL INTEREST ONLY</u>						
						(1)(2)(3)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (3) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Oil Co., Champlin Petroleum Company, et al, covering the unit area referenced in the above Joint Operating Agreement.

Bid Entry No:
L7H108
Burton Flat Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Simpson "B" COM #1
Elizondo Fed. "A"-4

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
CONTRACTUAL INTEREST ONLY					
					(1)(2)(3)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (3) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Oil Co., Champlin Petroleum Company, et al, covering the unit area referenced in the above Joint Operating Agreement.

32 of 40

Rld Entry No:
VT1108
Burton Flat Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELLS)

WELL NAME

Tracy "A" #1

LEASE(S)

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA</u> <u>BOOK/PAGE</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE</u> <u>REFERENCE</u>
Francis C. Tracy, et al	Union of California	11-09-67	57/932	433 acres, more or less, being the SW/4 SW/4, Section 28; and the W/2 SE/4, SE/4 SE/4, and W/2, Section 33, T21S-R27E.	(1)(2)(3) (4)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (3) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Co., Champlin Petroleum Company, et al, concerning the above referenced Joint Operating Agreement.
- (4) Subject to Communication Agreement dated 04-29-74 between Cities Service, Champlin, et al, covering W/2, Section 33.

33 of 40

Bid Entry No:
L71108
Burton Flat Norrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Tracy Fairway COM
#1

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Roy L. Dawdy, et ux	Leonard T. May	03-05-73	96/125	INSOFAR AND ONLY INSOFAR as said lease covers Lot 11, Section 32-215- 27E.	(1)(2)(3) (4)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Company, as Operator, and Amoco Production Company, et al as Non-Operators.
- (2) Subject to Designation of Pooled Unit dated 07-17-76, covering W/2, Section 32.
- (3) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (4) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Cities Service Oil Co., Champlin Petroleum Company, et al, covering the above referenced Joint Operating Agreement.

Bld Entry No.:
WT108
Burlon Flat Morrow

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME:

Tracy "C" (OM #1)
Government AD Lease

LEASE(S)

LESSOR

LESSEE

DATE

RECORDING DATA
BOOK/PAGE

DESCRIPTION OF PROPERTY

FOOTNOTE
REFERENCE

CONTRACTUAL INTEREST ONLY

(1) (2) (3)

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Citles Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Amendment of Joint Operating Agreement referenced above dated 10-28-77, concerning Insurance Provisions.
- (3) Subject to Gas Storage and Balancing Agreement dated 01-13-77 between Citles Service Oil Co., Champlin Petroleum Company, et al, covering the unit area referenced in the above Joint Operating Agreement.

Bid Entry No:
MT1108
East Carlsbad

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME:

Elizondo Fed.
"A"-5

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
USA-NH-14768-A	Margaret Mary Carl	02-01-72	Unrecorded	INSOFAR AND ONLY INSOFAR as said lease covers S/2 SE/4, Section 34-21S-27E.	(1)(2)(3) (4)(5)

36 of 40

FOOTNOTE REFERENCES:

- (1) Subject to Joint Operating Agreement dated 09-22-72 between Cities Service Oil Company, as Operator, and Amoco Production Company, et al, as Non-Operators.
- (2) Subject to Communication Agreement dated 08-15-77 between Cities Service Oil Company and Amoco, et al, covering S/2, Section 34.
- (3) Subject to Amendment of Operating Agreement by Letter Agreement dated 01-01-76, amending Employee Benefits provision.
- (4) Subject to Amendment of Operating Agreement dated 10-28-77, concerning Insurance Provisions.
- (5) Subject to Gas Storage and Balancing Agreement dated 01-13-77, between Cities Service Co., Champlin Petroleum Company, et al, covering the above referenced Joint Operating Agreement.

BOOK 321 PAGE 1044

Bid Entry No:
WTH106
Penasco Draw

EXHIBIT "A"

Eddy County, New Mexico

WELL(S)

WELL NAME

Connor R. R. COM #1

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Dorothy Smith	Robert P. Byron	06-10-77	148/346	160 acres being, SW/4 Section 23-18S-25E.	(1)(2)(3)
Wilma Conner	Robert P. Byron	06-10-77	148/348	160 acres being, SW/4 Section 23-18S-25E.	(1)(2)(3)
Dorothy H. Franssen	Roy G. Barton, Jr.	04-27-77	145/ 76	W/2 NE/4 Section 23-18S-25E.	(1)(2)(3)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 01-12-79 by and between Yates Petroleum Corporation, as Operator, and Champlin Petroleum Company, et al, as Non-Operators, covering the North Penasco Working Interest Unit.
- (2) Subject to Designation of Pooled Unit dated _____, 1981 by and between Yates Petroleum Corporation, et al, (acknowledged by Champlin Petroleum Company on 09-29-81).

FOOTNOTE REFERENCES CONT.

(1) Subject to Stipulation Agreement dated 12-17-81 by and between Yates Petroleum Corporation, et al.

NOTES: Lease NM-5266 is not included in the Connor RR COM. #1 Unit referenced in (2) above, however said lease is included in the North Penasco Working Interest Unit referenced in (1) above.

Bld Entry No:
WT1106
Penasco Draw

Eddy County, New Mexico

EXHIBIT "A"

WELLS)

WELL NAME

Scout Ell Fed. #4

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
<u>CONTRACTUAL INTEREST ONLY</u>					
					(1)

FOOTNOTE REFERENCES:

(1) Subject to Operating Agreement dated 06-13-79 by and between Yates Petroleum Corporation, as Operator, and Champlin Petroleum Company, et al, as Non-Operators, covering the Northwest Penasco Working Unit.

NOTE: UPRC's leasehold interest has expired in the Northwest Penasco Working Interest Unit, however, UPRC's interest conveyed herein is a contractual interest created by said Working Interest Unit.

Bld Entry No:
UT106
W. Aloka

Eddy County, New Mexico

EXHIBIT -A-

WELL(S)

WELL NAME

Upham KN #1

LEASE(S)

40 of 40

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
CONTRACTUAL INTEREST ONLY					

FOOTNOTE REFERENCES:

(1) Subject to Operating Agreement dated 01-12-79 by and between Yates Petroleum Corporation, Operator, and Champlin Petroleum Company, et al. Non-Operators, covering the North Penasco Working Interest Unit.

NOTE: UPRC owns no leasehold interest under the subject well. UPRC's interest conveyed herein is a contractual interest created by said Working Interest Unit.

EXHIBIT "A-1"

EDDY COUNTY, NEW MEXICO:

- CAWLEY A #1
- CDM A UNIT
- CONNOR R R COM #1
- EASTERN SHORES TL FED #1
- ELIZONDO FEDERAL A-2Y
- ELIZONDO FEDERAL A-3
- ELIZONDO FEDERAL A-4
- ELIZONDO FEDERAL A-5
- GOVERNMENT AD LEASE
- GUSHWA DR #3
- MOORE FED COM H-1E
- RIO PENASCO JX COM 1
- RIO PENASCO JX COM 2
- RIO PENASCO KD #1
- RIO PENASCO KD COM 2
- RIO PENASCO KD COM 3
- RIO PENASCO MF FED 1
- RIO PENASCO OJ
- RIO PENASCO RT COM 1
- SAIK #1
- SCOUT EH FEDERAL #3
- SCOUT EH FEDERAL #4
- SCOUT EH FEDERAL #5
- SCOUT EH FEDERAL #6
- SIMPSON A 2Z
- SIMPSON B COM #1
- SUPERIOR-FED KJ COM #1
- SUPERIOR FED 6
- TRACY A #1
- TRACY C COM #1
- TRACY D #1
- TRACY FAIRWAY COM 1
- UPHAM KN #1

STATE OF NEW MEXICO
County of Eddy



FILED **JUN 29 1998** FOR RECORD

at 1:11 o'clock P. M. and was duly
 recorded in BOOK 321 PAGE 1005
 of the Records of Eddy County
 Karen Bays, County Clerk
 By: [Signature] Deputy

(Attachment A)

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF NEW MEXICO }
COUNTY OF EDDY }

THIS Assignment, Bill of sale and Conveyance, Effective Date as of 7:00 a.m. Local time, the 26th day of November, 2018, is by and between Wildcat Energy LLC a Texas corporation, with its principal office at P.O. BOX 13323, ODESSA, T.X. 79768, (hereinafter referred to as "Assignor"), and American Energy Resources LLC a New Mexico Company (hereinafter referred to as "Assignee").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of certain undivided interests in the oil, gas and mineral leasehold interests and other property and interests described in Exhibit "A" attached hereto, and made a part hereof (said leasehold interests and other property and interests described in Exhibit "A" hereto being sometimes collectively referred to herein as the "Properties");and,

THAT, ASSIGNOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the leasehold interests described in Exhibit "A", together with all of ASSIGNOR'S property and rights incident thereto, and included all of ASSIGNOR'S rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way related thereto, and included pooled and unitized areas, and other interests and lands to which they pertain; and all ASSIGNOR'S undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging and all severed crude oil, natural gas, casing head gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the property described in Exhibit "A" and sold on or after the Effective Date (collectively, the "Hydrocarbons").

TO HAVE AND TO HOLD the interests assigned hereby (the " interests") unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

ASSIGNOR hereby agrees to warrant and defend the Interests assigned hereby unto said ASSIGNEE, its successors and assigns, against lawful claims and demands of all persons whomsoever claiming, or to claim, by, through or under ASSIGNOR only, but not otherwise.

ASSIGNOR warrants that, at the time of closing, to the best of ASSIGNOR'S knowledge and belief, the Interests will be free and clear of all liens, encumbrances and debts and are not now subject to any litigation or adverse claim, except for (I) operators' and working interest owners' liens and security interests created under operating agreements and (ii) undetermined or inchoate liens and charges constituting and securing the payment or costs incident to the development, production or operation of the Properties.

To the extent the Interests assigned hereby constitute personal property, equipment or fixtures, such property is assigned to ASSIGNEE "AS IS", WHERE IS" and without any warranty or representation of any kind or character, either express implied. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO MOVABLE OR PERSONAL PROPERTY AND FIXTURES AND ASSIGNEE HEREBY WAIVES ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIAL. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNOR may now or hereinafter have or hold.

This Assignment, Bill of Sale and Conveyance is made and accepted subject to the following defined "Permitted Encumbrances", which shall mean any of the following matters:

- (I) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents (A) that create or reserve to ASSIGNOR its interests in any of the Properties or (B) that are listed in this Assignment or in any schedule or exhibit to this Assignment;
(ii) any (A) undetermined or inchoate liens or charges constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production, or operation of the Properties for the purpose of developing, producing or processing Hydrocarbons therefrom or therein and (B) materialman's,

Reception: 1820129 Book: 1117 Page: 1123 Pages: 5
Recorded: 12/17/2018 03:05 PM Fee: \$25.00
Eddy County, New Mexico ~ Robin Van Natta, County Clerk



mechanic's, repairman's, employees', contractors', operator' or similar liens or charges for liquidated amounts arising in the ordinary course of business;

- (iii) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;
- (iv) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental or for compliance with the terms of the Interests;
- (v) any obligations or duties affecting the Interests to any municipality or public authority with respect to any franchise, grant, license, or permit, and applicable laws, rules and orders of governmental authority;
- (vi) (A) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, fishing, logging, canals, ditches, reservoirs, or the like, or (B) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-ways, on, over, or in respect of property owned or leased by ASSIGNOR or over which ASSIGNOR owns right-of-ways, easements, permits, or licenses, to the extent such matters, individually or in the aggregate, do not interfere materially with oil and gas operations on the Interests;
- (vii) all lessors' royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens;
- (viii) preferential rights to purchase and required third party consents to assignments and similar agreements (A) that are not applicable to the sale provided by this Assignment or (B) with respect to which waivers or consents have been obtained from the appropriate parties with respect to the sale provided by this Assignment;
- (ix) all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of oil and gas leases or interests therein if the same are customarily obtained contemporaneously with or subsequent to such sale or conveyance;
- (x) production sales contracts, division orders contracts for sale, purchase, exchange, refining, or processing of hydrocarbons, unitization and pooling designations, declaration, orders and agreements, operating agreements, agreements of development, area of mutual interest agreements, gas balancing or deferred production agreements, processing agreements, plant agreements, pipeline, gathering and transportation agreements, injection, repressuring and recycling agreements, carbon dioxide purchase or sale agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, and other agreements which are customary in the oil, gas and other mineral exploration, development or extraction business or in the business or processing of gas and gas condensate production for the extraction of products therefrom.

By ASSIGNEE'S acceptance of this Assignment, ASSIGNEE assumes and agrees to keep and perform the obligations of ASSIGNOR (to the extent the same are binding upon ASSIGNOR) under the Permitted Encumbrances which accrue from and after this Effective Date.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR'S interest only, to plug and abandon the wells located on said property and leases, and to restore all surface locations, in compliance with the rules and regulations now and hereafter effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

All of the provisions hereof shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one assignment.

EXECUTED this 26th day of November, 2018, Effective Date as of 7:00 a.m. Local time on the date above first written.

ASSIGNOR:
Wildcat Energy LLC

By: RL Berk
Title: President

Witness: [Signature]

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT, BILL OF
SALE AND CONVEYANCE, effective May 1, 2000.

STATE: NEW MEXICO
COUNTY: EDDY
WELL NAME: RIO PENASCO KD #3
LOCATION: S11,T19S,R25E

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>Recording Data</u>		<u>Footnote</u>
			<u>Book/Page</u>	<u>Description of Property</u>	
Bonnie Morrison	Robert Byron	08-17-77	150/375	SWSW Section 2-19S-25E	1,2
NM Military Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E	1,2
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1,2

FOOTNOTE REFERENCES:

- 1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company et al (Non-Operators), called the Rio Penasco WI Unit.
- 2) Subject to Communitization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company et al (Non-Operators) covering N/2, Section 2.

ASSIGNEE:

American Energy Resources LLC

Witness: JP Ramirez

By: [Signature]
Title: owner

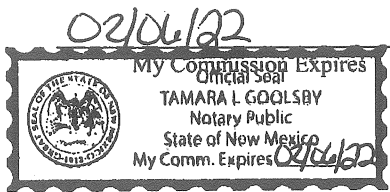
President _____

ACKNOWLEDGMENTS

STATE OF New Mexico
COUNTY OF Lea

This instrument was acknowledged before me on November 26th, 2018,
By Roger Becker President of Wildcat Energy LLC

[Signature]
Notary Public



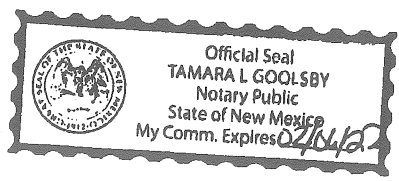
ACKNOWLEDGMENTS

STATE OF New Mexico
COUNTY OF Lea

This instrument was acknowledged before me on November 26th, 2018,
By Jonathan Samaniego President of American Energy Resources LLC

[Signature]
Notary Public

02/06/22
My Commission Expires



29 05/16 08 BODY 384 PAGE 0209

ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF New Mexico §
COUNTY OF Eddy §

THIS Assignment, Bill of Sale and Conveyance, effective as of 7:00 a.m. local time, the 1st day of May 2000, is by and between **TEXONA PETROLEUM CORPORATION**, a Delaware corporation, with its principal office at One Park Ten Place, Suite 390, Houston, Texas 77084-5063, (hereinafter referred to as "ASSIGNOR"), and WILDCAT ENERGY U.S., a Texas corporation, with its principal office at P.O. Box 13323, Odessa, Tx 79718 (hereinafter referred to as "ASSIGNEE").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of certain undivided interests in the oil, gas and mineral leasehold interests and other property and interests described in Exhibit "A" attached hereto, and made a part hereof (said leasehold interests and other property and interests described in Exhibit "A" hereto being sometimes collectively referred to herein as the "Properties"); and,

THAT, ASSIGNOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the leasehold interests described in Exhibit "A", together with all of ASSIGNOR's property and rights incident thereto, and including all of ASSIGNOR's rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto, and including pooled or unitized areas, and other interests and lands to which they pertain; and all of ASSIGNOR's undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging and all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the property described in Exhibit "A" and sold on or after the Effective Date (collectively, the "Hydrocarbons").

TO HAVE AND TO HOLD the interests assigned hereby (the "Interests") unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

RECEPTION 005675 World Energy Exchange Inc
730 17th St, Ste 710
Denver CO 80202

BOOK 384 PAGE 0210

ASSIGNOR hereby agrees to warrant and defend the Interests assigned hereby unto said ASSIGNEE, its successors and assigns, against lawful claims and demands of all persons whomsoever claiming, or to claim, by, through or under ASSIGNOR only, but not otherwise.

ASSIGNOR warrants that, at the time of closing, to the best of ASSIGNOR'S knowledge and belief, the Interests will be free and clear of all liens, encumbrances and debts and are not now subject to any litigation or adverse claim, except for (i) operators' and working interest owners' liens and security interests created under operating agreements and (ii) undetermined or inchoate liens and charges constituting and securing the payment of costs incident to the development, production or operation of the Properties.

To the extent the Interests assigned hereby constitute personal property, equipment or fixtures, such property is assigned to ASSIGNEE "AS IS, WHERE IS" and without any warranty or representation of any kind or character, either express or implied. WITHOUT LIMITATION OF THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO MOVABLE OR PERSONAL PROPERTY AND FIXTURES AND ASSIGNEE HEREBY WAIVES ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. This Assignment is made with full substitution and subrogation in and to any and all rights or actions or warranty which ASSIGNOR may now or hereinafter have or hold.

This Assignment, Bill of Sale and Conveyance is made and accepted subject to the following defined "Permitted Encumbrances", which shall mean any of the following matters:

- (i) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters contained in the agreements, instruments and documents (A) that create or reserve to ASSIGNOR its interests in any of the Properties or (B) that are listed in this Assignment or in any schedule or exhibit to this Assignment;
- (ii) any (A) undetermined or inchoate liens or charges constituting or securing the payment of expenses that were incurred incidental to maintenance, development, production, or operation of the Properties for the purpose of developing, producing or processing Hydrocarbons therefrom or therein and (B) materialman's, mechanic's, repairman's, employees', contractors', operators' or similar liens or charges for liquidated amounts arising in the ordinary course of business;
- (iii) any liens for taxes and assessments not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;
- (iv) any liens or security interests created by law or reserved in oil and gas leases for royalty, bonus or rental or for compliance with the terms of the Interests;

(v) any obligations or duties affecting the Interests to any municipality or public authority with respect to any franchise, grant, license or permit, and applicable laws, rules and orders of governmental authority;

(vi) (A) easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations, pipelines, grazing, hunting, fishing, logging, canals, ditches, reservoirs, or the like, or (B) easements for streets, alleys, highways, pipelines, telephone lines, power lines, railways and other similar rights-of-way, on, over, or in respect of property owned or leased by ASSIGNOR or over which ASSIGNOR owns rights-of-way, easements, permits, or licenses, to the extent such matters, individually or in the aggregate, do not interfere materially with oil and gas operations on the Interests;

(vii) all lessors' royalties, overriding royalties, net profits interests, carried interests, reversionary interests and other burdens;

(viii) preferential rights to purchase and required third party consents to assignments and similar agreements (A) that are not applicable to the sale provided by this Assignment or (B) with respect to which waivers or consents have been obtained from the appropriate parties with respect to the sale provided by this Assignment;

(ix) all rights to consent by, required notices to, filings with, or other actions by governmental entities in connection with the sale or conveyance of oil and gas leases or interests therein if the same are customarily obtained contemporaneously with or subsequent to such sale or conveyance;

(x) production sales contracts, division orders, contracts for sale, purchase, exchange, refining, or processing of Hydrocarbons, unitization and pooling designations, declarations, orders and agreements, operating agreements, agreements of development, area of mutual interest agreements, gas balancing or deferred production agreements, processing agreements, plant agreements, pipeline, gathering and transportation agreements, injection, repressuring and recycling agreements, carbon dioxide purchase or sale agreements, salt water or other disposal agreements, seismic or geophysical permits or agreements, and other agreements which are customary in the oil, gas and other mineral exploration, development or extraction business or in the business of processing of gas and gas condensate production for the extraction of products therefrom.

By ASSIGNEE's acceptance of this Assignment, ASSIGNEE assumes and agrees to keep and perform the obligations of ASSIGNOR (to the extent the same are binding upon ASSIGNOR) under the Permitted Encumbrances which accrue from and after the Effective Date.

ASSIGNEE assumes the sole obligation, to the extent of all of ASSIGNOR's interest only,

BOOK 384 PAGE 0212

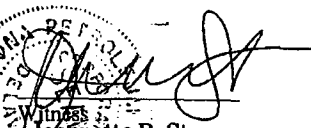
to plug and abandon the wells located on said property and leases, and to restore all surface locations, in compliance with the rules and regulations now and hereafter effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

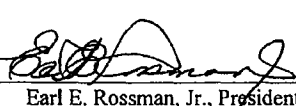
All of the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one assignment.

EXECUTED this 3 day of May 2000, but Effective as of 7:00 a.m. local time on the 1st day of May 2000, the date above first written.

ASSIGNOR:
TEXONA PETROLEUM CORPORATION


Witness
Jeannette R. Stevenson
Corporate Secretary

By: 
Earl E. Rossman, Jr., President

ASSIGNEE:

Witness

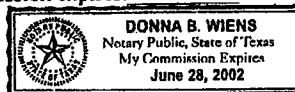
By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on May 3, 2000, by Earl E. Rossman, Jr., President, on behalf of TEXONA PETROLEUM CORPORATION.

Donna B. Wiens
Notary Public in and for the State of Texas
My commission expires:



STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on May ____, 2000, by _____ (Name), _____ (Title), on behalf of said _____ (Company).

Notary Public in and for the State of _____
My commission expires: _____

BOOK 384 PAGE 0214

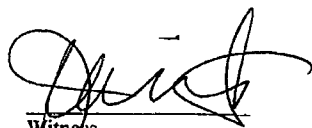
to plug and abandon the wells located on said property and leases, and to restore all surface locations, in compliance with the rules and regulations now and hereafter effective in the County and State in which the property is located and hereby agrees to indemnify and hold ASSIGNOR harmless from any and all liabilities, cost and expense incurred in such operations.

All of the provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of duplicate originals, and each duplicate original hereof shall be deemed to be an original instrument, but all such duplicate originals shall constitute but one assignment.

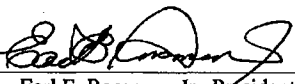
EXECUTED this 3 day of May 2000, but Effective as of 7:00 a.m. local time on the 1st day of May 2000, the date above first written.

ASSIGNOR:
TEXONA PETROLEUM CORPORATION




Witness

Jeannette R. Stevenson
Corporate Secretary

By: 
Earl E. Rossman, Jr., President

ASSIGNEE:
WILDCAT ENERGY, L.L.C.

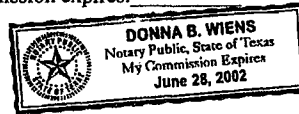

Witness

By: R.L. Baker
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

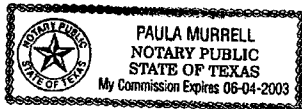
This instrument was acknowledged before me on May 3, 2000, by Earl E. Rossman, Jr., President, on behalf of TEXONA PETROLEUM CORPORATION.

Donna B. Wiens
Notary Public in and for the State of Texas
My commission expires:



STATE OF Texas §
 §
COUNTY OF Ector §

This instrument was acknowledged before me on May 10, 2000, by R.L. Decker (Name), MANAGER (Title), on behalf of said Wildcat Energy LLC (Company).



Paula Murrell
Notary Public in and for the State of Texas
My commission expires: 6-4-03

BOOK 384 PAGE 0216

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT, BILL OF SALE AND CONVEYANCE, effective May 1, 2000.

STATE: NEW MEXICO
COUNTY: EDDY
WELL NAME: SUPERIOR-FED KJ COM #1
FIELD: BURTON FLAT
LOCATION: S7,T20S,R29E

LESSOR: USA NM-0144698
LESSEE: Ten Strike, Inc.
DATE: 02-01-61
RECORDED: N/A

LAND DESCRIPTION: Section 7: Lot 1,
Insofar and only insofar as said Lot 1 covers
operating rights from the surface down to a
Depth of 1,452 feet and below 11,600 feet.

T20S-R29E NM/PM
Section 6: Lots 6 & 7, E/2SW/4, SE/4
Section 7: NE/4NW/4

EXHIBIT "A"

Attached to and made a part of that certain ASSIGNMENT, BILL OF SALE AND CONVEYANCE, effective May 1, 2000.

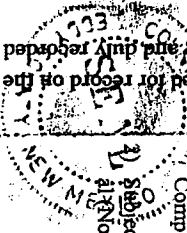
STATE: NEW MEXICO
COUNTY: EDDY
WELL NAME: RIO PENASCO KD #3
LOCATION: S11,T19S,R25E

LESSOR	LESSEE	DATE	Recording Data Book/Page	Description of Property	Footnote
Bonnie Morrison	Robert Byron	08-17-77	150/375	SWSW Section 2-19S-25E	1.2
NM Military Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E	1.2
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1.2
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E	1.2

FOOTNOTE REFERENCES:

- 1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company et al (Non-Operators), called the Rio Penasco W1 Unit.
- 2) Subject to Communization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company et al (Non-Operators) covering N/2, Section 2.

STATE OF NEW MEXICO, County of Eddy, ss. I hereby certify that this instrument was filed for record on the 8 day of June, A.D. 2000 at 3:00 o'clock P. M. and duly recorded in 384 PAGE 0209 of the Eddy County Records By Jean Etcheverry Deputy County Clerk



ASSIGNMENT, BILL OF SALE, AND CONVEYANCE

STATE OF NEW MEXICO §
COUNTY OF EDDY §

THIS Assignment, Bill of Sale and Conveyance, effective as of 7:00 a.m. local time, the 1st day of September 1998, is by and between STAGHORN RESOURCES, LLC, a Delaware corporation, with its principal office at 406 South Boulder, Suite 800, Tulsa, Oklahoma 74103, (hereinafter referred to as "ASSIGNOR"), and TEXONA PETROLEUM CORPORATION, a Delaware corporation, with its principal office at 16365 Park Ten Place, One Park Ten Place, Suite 390, Houston, Texas 77084-5063 (hereinafter referred to as "ASSIGNEE").

KNOW ALL MEN BY THESE PRESENTS:

THAT, ASSIGNOR, is now the owner of certain undivided interests in the oil, gas and mineral leasehold interests and other property and interests described in Exhibit "A" attached hereto, and made a part hereof (said leasehold interests and other property and interests described in Exhibit "A" hereto being sometimes collectively referred to herein as the "Properties"); and,

THAT, ASSIGNOR, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby TRANSFER, GRANT, BARGAIN, SELL, and CONVEY unto ASSIGNEE, all of ASSIGNOR's right, title and interest in and to the leasehold interests described in Exhibit "A", together with all of ASSIGNOR's property and rights incident thereto, and including all of ASSIGNOR's rights in, to and under all agreements, leases, permits, easements, licenses and orders in any way relating thereto, and including pooled or unitized areas, and other interests and lands to which they pertain; and all of ASSIGNOR's undivided interests in and to all of the personal property, fixtures, equipment, wells, machinery, tubular goods, supplies, pumps, compressors, pumping units, engines, meters, appliances, gathering lines, field gathering systems, and all other improvements now thereon, appurtenant thereto or used or obtained in connection therewith or with the production, treating, sale or transportation of hydrocarbons and other minerals produced therefrom or attributable thereto, and all appurtenances thereunto belonging and all severed crude oil, natural gas, casinghead gas, drip gasoline, natural gasoline, petroleum, natural gas liquids, condensate, products, liquids and other hydrocarbons and other minerals or materials of every kind and description produced from the property described in Exhibit "A" and sold on or after the Effective Date (collectively, the "Hydrocarbons").

TO HAVE AND TO HOLD the interests assigned hereby (the "Interests") unto said ASSIGNEE, its successors and assigns forever, subject to the exceptions and reservations herein contained and subject to and in accordance with the provisions and covenants of this and other instruments as provided herein.

ASSIGNOR hereby agrees to warrant and defend the Interests assigned hereby unto said ASSIGNEE, its successors and assigns, against lawful claims and demands of all persons

RECEPTION 9815415
P. Carl Bone Jr
1035 Dairy Ash Ford Ste 234
Houston TX 77029

BOOK 338 PAGE 1021

Bld Entry No:
MT107
Boyd Morrow

EXHIBIT "A"
Eddy County, New Mexico

WELL NAME:

Rio Penasco KD #3
Rio Penasco HF Fed.

WELL(S)

LEASE(S)

LESSOR	LESSEE	DATE	RECORDING DATA BOOK/PAGE	DESCRIPTION OF PROPERTY	FOOTNOTE REFERENCE
Bonnie Morrison	Robert Byron	08-17-77	150/775	SWSW Section 2-19S-25E.	(1)(2)
NH Hillcary Institute	Robert Byron	09-28-77	151/591	SWSW Section 2-19S-25E.	(1)(2)
Boy Scouts of America	Robert Byron	09-28-77	152/781	NWNE, N/2 NW Section 11 and SW SW Section 2-19S-25E.	(1)(2)

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BOOK 338 PAGE 1022

<u>LESSOR</u>	<u>LESSEE</u>	<u>DATE</u>	<u>RECORDING DATA BOOK/PAGE</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>FOOTNOTE REFERENCE</u>
New Mexico Univ. Law School	Robert Byron	09-28-77	151/592	NW 1/4 NW Section 11 and SW SW Section 2-19S-25E.	(1) (2)

FOOTNOTE REFERENCES:

- (1) Subject to Operating Agreement dated 07-01-78 between Yates Petroleum Corporation (Operator) and Champlin Petroleum Company, et al (Non-Operators), called the Rio Penasco WI Unit.
- (2) Subject to Communitization Agreement dated 12-28-79 between Yates Petroleum Corporation, Champlin Petroleum Company, et al (Non-Operators) covering N/2, Section 2.

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