

**UNIT OPERATING AGREEMENT
EAST BLINEBRY - DRINKARD UNIT
LEA COUNTY, NEW MEXICO**

**BEFORE THE
OIL CONSERVATION DIVISION**
Case No. Exhibit No. — **5**
Submitted By:
Apache Corporation
Hearing Date: June 16, 2005

**UNIT OPERATING AGREEMENT
EAST BLINEBRY - DRINKARD UNIT
LEA COUNTY, NEW MEXICO**

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UNIT OPERATING AGREEMENT
EAST BLINEBRY - DRINKARD UNIT
LEA COUNTY, NEW MEXICO

THIS AGREEMENT ("Agreement"), entered into as of the 1st day of March, 2005, by the parties who have signed the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof;

WITNESSETH:

WHEREAS, the parties hereto as Working Interest Owners have executed or have otherwise, pursuant to the order of the Oil Conservation Division of the Department of Energy and Minerals of the State of New Mexico (the "Division"), become subject to, as of the date hereof, an agreement entitled "Unit Agreement, East Blinebry - Drinkard Unit, Lea County, New Mexico," herein referred to as "Unit Agreement", which, among other things, provides for a separate agreement to be entered into by Working Interest Owners to provide for Unit Operations as therein defined;

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, it is agreed as follows:

ARTICLE I

CONFIRMATION OF UNIT AGREEMENT

1.1 Unit Agreement. The Unit Agreement is hereby confirmed and by reference made a part of and incorporated into this Agreement. The definitions in the Unit Agreement are adopted for all purposes of this Agreement as if such were fully set forth and defined herein. If there is any conflict between the Unit Agreement and this Agreement, the Unit Agreement shall govern. This Agreement shall supersede all existing agreements (other than the Unit Agreement) by and among the parties hereto covering the Unit Area as to the Unitized Formation to the extent that the provisions of such existing agreements conflict with the provisions of this Agreement.

ARTICLE 2

EXHIBITS

2.1 Exhibits. The following exhibits are incorporated herein by reference:

2.1.1 Exhibits A, B-1, B-2 and B-3 of the Unit Agreement.

2.1.2 Exhibit C, attached hereto, is a schedule showing the Unit Participations of each Working Interest Owner. Exhibit C, or a revision thereof, shall not be conclusive as to the information therein, except it may be used as showing the Unit Participations of Working Interest Owners for purposes of this Agreement until shown to be in error and revised as herein authorized.

2.1.3 Exhibit D, attached hereto, is the Accounting Procedure applicable to Unit Operations. If there is any conflict between this Agreement and Exhibit D, this Agreement shall govern.

2.1.4 Exhibit E, attached hereto, contains insurance provisions applicable to Unit Operations.

2.1.5 Exhibit F, attached hereto, is the Gas Balancing Agreement applicable to Unit Operations.

2.1.6 Exhibit G, attached hereto, is the form of indemnity agreement provided for in Section 14 of the Unit Agreement.

2.1.7 Exhibit H, attached hereto, is the non-discrimination agreement provided for in Section 22.2 hereof.

2.1.8 Exhibit I, attached hereto, is a list of wells to be committed to Unit Operations and delivered to Unit Operator on the Effective Date for use in such Unit Operations (such wells, together with any wells drilled pursuant to the terms of this Agreement and any other wells hereafter committed to Unit Operations and delivered to Unit Operator, are hereinafter referred to as "Unit Wells").

2.2 Revision of Exhibits. Whenever Exhibits A, B-1, B-2, and B-3 are revised in accordance with the Unit Agreement, Exhibit C shall be revised accordingly and be effective as of the same date. Unit Operator shall also revise Exhibit C from time to time as necessary to conform to changes in ownership of which Unit Operator has been notified as provided in the Unit Agreement. Working Interest Owners shall be provided a duplicate copy of any exhibit revised as provided herein.

2.3 Reference to Exhibits. When reference is made herein to an exhibit, it is to the exhibit as originally attached, or, if revised, to the last revision.

ARTICLE 3

SUPERVISION OF OPERATIONS BY WORKING INTEREST OWNERS

3.1 Overall Supervision. Working Interest Owners shall exercise overall supervision and control of all matters pertaining to Unit Operations pursuant to and in accordance with the provisions of this Agreement and the Unit Agreement. In the exercise of such authority, each Working Interest Owner shall act solely on its own behalf in the capacity of an individual owner and not on behalf of the owners as an entirety.

3.2 Specific Authority and Duties. The matters with respect to which Working Interest Owners shall decide and take action shall include, but not be limited to, the following:

3.2.1 Method of Operation. The method of operation, including the type or types of pressure maintenance, secondary or tertiary recovery, or other enhanced recovery program to be employed.

3.2.2. Drilling of Wells. The drilling, deepening, sidetracking, reworking or plugging back of any Unit Well whether for production of Unitized Substances, for use as an injection well with regard to the Unitized Formation, or for other purposes associated with the objectives of this Agreement and the Unit Agreement.

3.2.3 Well Abandonment, Use, and Conversion. The recompletion, abandonment or change of status of any Unit Well; the use of any Unit Well for injection, saltwater disposal, or for any purpose other than production; or the conversion of the use of any Unit Well from one purpose to another. The reactivation of a Unit Well which was shut-in or temporarily abandoned to its former use, by Unit Operator shall not require prior approval of Working Interest Owners if the estimated expenditure is less than the expenditure limitation specified in Section 3.2.4.

3.2.4 Expenditures. The making of any single expenditure in excess of fifty thousand dollars (\$50,000.00); provided, however, that the approval by Working Interest Owners of the drilling, reworking, deepening, sidetracking or plugging back of any Unit Well shall include approval of all necessary expenditures required therefore, and for completing, testing, and equipping the Unit Well, including necessary flow lines, separators, and lease tankage.

3.2.5 Disposition of Unit Equipment. The selling or otherwise disposing of any major item of surplus Unit Equipment, if the current price of new equipment similar thereto is fifty thousand dollars (\$50,000.00) or more.

3.2.6 Appearance Before a Court or Regulatory Agency. The designating of a representative to appear before any court or regulatory agency in matters pertaining to Unit Operations; provided, however, that Unit Operator shall act as such representative in the absence of the designation of a different representative by Working Interest Owners. In the event that the Working Interest Owners have designated a representative other than Unit Operator for such purposes, Unit Operator shall be promptly notified of such designation. Such designation shall not prevent any Working Interest Owner from appearing in person or from designating another representative to appear and/or act on its own behalf.

3.2.7 Unit Operator's Tools and Equipment: The use by Unit Operator of its own tools and equipment (the charges for which are to be charged to the joint account) in the drilling of a Unit Well or in any other operation in which drilling equipment is required.

3.2.8. Audits. The settlement of unresolved audit exceptions and the auditing of the accounts of Unit Operator pertaining to Unit Operations hereunder; provided, however, that the audit shall not be conducted more than once each year except upon the resignation or removal of Unit Operator, and shall be made upon not less than thirty (30) days written notice to Unit Operator. The costs and expenses of any such audit shall be born by (i) all of the Working Interest Owners (other than the Unit Operator) if the audit has been approved by the Working Interest Owner(s) owning a majority of the Unit Participation, after the Unit Operator's Unit Participation has been excluded; or (ii) by the Working Interest Owners requested such audit, if the Working Interest Owner(s) so requesting such audit hold less than a majority of the Unit Participation, after the Unit Operator's Unit Participation has been excluded.

3.2.9 Inventories. The taking of periodic inventories under the terms of Exhibit D.

3.2.10 Technical Services. The authorizing of charges to the joint account for services by consultants or Unit Operator's technical personnel not covered by the overhead charges provided by Exhibit D.

3.2.11 Assignment to Committees. The appointment of committees to study any problems or issues related to Unit Operations.

3.2.12 Removal of Operator. The removal of Unit Operator and the selection of a successor pursuant to the terms of the Unit Agreement and Sections 6.2 and 6.3 hereof.

3.2.13 Changes and Amendments: The changing of the Unit Area or the amending of this Agreement or the Unit Agreement as provided therein.

3.2.14 Investment Adjustments. The adjustment and readjustment of investments.

3.2.15 The Termination of Unit Agreement. The termination of the Unit Agreement as provided therein.

3.2.16 Cooperative Agreements. The approval of cooperative agreements as provided in Section 7.11 hereof.

ARTICLE 4

MANNER OF EXERCISING SUPERVISION

4.1 Designation of Representatives. Each Working Interest Owner shall inform Unit Operator in writing of the names and addresses of the representative and alternate who are authorized to represent and bind such Working Interest Owner with respect to Unit Operations. The representative or alternate may be changed from time to time by prior written notice to Unit Operator. Likewise, the Unit Operator shall notify each Working Interest Owner of its designated representative and such representative's address for notification. Unit Operator shall notify each Working Interest Owner in writing in the event that it changes its representative and/or such representative's address for notification. Except as otherwise expressly set forth herein, all notices and proposals to be sent to the Working Interest Owners and/or Unit Operator shall be sent to each such party's designated representative at the address for such representative as established under this Section 4.1.

4.2 Meetings. All meetings of Working Interest Owners shall be called by Unit Operator upon its own motion or at the request of one (1) or more Working Interest Owners having a total Unit Participation of not less

than five percent (5%). No meeting shall be called on less than fourteen (14) days advance written notice, with the proposed agenda for the meeting attached thereto; provided, however, that any such meeting may be requested by Unit Operator or such Working Interest Owners upon forty-eight (48) hours notice when an emergency situation exists, as determined in the reasonable discretion of the party calling such meeting. Working Interest Owners who attend the meeting (whether called pursuant to an emergency or otherwise) may amend items included in the agenda and may act upon an amended item or other items presented at the meeting. The representative of Unit Operator shall be the chairman of each meeting.

4.3 Voting Procedure. Working Interest Owners shall decide all matters coming before them as follows:

4.3.1 Voting Interest. Each Working Interest Owner shall have a voting interest equal to its then current Unit Participation.

4.3.2 Vote Required. Unless otherwise expressly provided herein or in the Unit Agreement, Working Interest Owners shall determine all matters in good faith by the affirmative vote of three (3) or more Working Interest Owners having a combined voting interest of at least sixty-five percent (65%); provided, however, that should any one Working Interest Owner have more than thirty-five percent (35%) voting interest, its negative vote or failure to vote shall not defeat a motion and such motion shall pass if approved by Working Interest Owners having a majority voting interest, unless two or more additional Working Interest Owners likewise vote against the motion or fail to vote. In any instance in which the approval or decision of the Working Interest Owners is required under this Agreement or the Unit Agreement, such approval shall be obtained or such decisions shall be made in accordance with the voting requirements specified in this Section 4.3.2 unless different requirements are otherwise expressly set forth with regard to such approval or decision.

4.3.3 Vote at Meeting by Non-attending Working Interest Owner. Any Working Interest Owner who is not represented at a meeting may vote on any agenda item by hand-delivering by messenger service or transmitting by facsimile transmission, notice of its vote to Unit Operator's representative prior to the meeting. For the avoidance of doubt, it is the responsibility of each Working Interest Owner who is not represented at a meeting to ensure that the Unit Operator's representative is actually aware of the vote of such Working Interest Owner prior to such meeting. Mere transmission of a communication containing such vote is not sufficient.

4.3.4 Poll Votes. Working Interest Owners may vote on and decide, without the necessity of calling a meeting, any matter submitted in writing to Working Interest Owners. If a meeting is not requested, as provided in Section 4.2, within fourteen (14) days after a written proposal is sent to Working Interest Owners, each Working Interest Owner shall cast its vote by hand-delivering by messenger service or transmitting by facsimile transmission notice of such vote to the Unit Operator's representative. The vote on any such proposal shall become final at 5:00 p.m. local time (at the address for notices for Unit Operator's representative) on the fourteenth day after the date on which such written proposal was first sent to the Working Interests Owners. Unit Operator will give prompt notice of the results of such voting to all Working Interest Owners.

4.3.5. Approved Action Binding Upon All Parties. Any action, determination or decision which has been approved by the Working Interest Owners, pursuant to this Article 4, shall be binding upon each and every Working Interest Owner, even though any such Working Interest Owner may have voted against the matter or failed to vote.

ARTICLE 5

INDIVIDUAL RIGHTS OF WORKING INTEREST OWNERS

5.1 Reservation of Rights. Working Interest Owners severally reserve unto themselves all their rights, except as otherwise expressly provided in this Agreement and the Unit Agreement.

5.2 Specific Rights. Each Working Interest Owner shall have, among others, the following specific rights:

5.2.1 Access to Unit Area. Access to the Unit Area at all reasonable times to inspect Unit Operations, all Unit Wells, and the records and data pertaining thereto, at such Working Interest Owner's sole cost, risk and expense.

5.2.2 Reports. The right to receive from Unit Operator, upon written request, copies of all reports to any governmental agency, reports of crude oil runs and stocks, inventory reports, and all other information pertaining to Unit Operations. The cost of gathering and furnishing information not ordinarily furnished by Unit Operator to Working Interest Owners in accordance with this Agreement shall be charged to the Working Interest Owner(s) requesting such information.

5.2.3 CO2. The right to supply in-kind its proportionate share of any CO2 or other injectants used in secondary, tertiary or enhanced recovery operations.

5.2.4. Audits. The right to audit the accounts of Unit Operator pertaining to Unit Operations according to the provisions of Exhibit "D".

ARTICLE 6

UNIT OPERATOR

6.1 Initial Unit Operator. Apache Corporation is hereby designated as the initial Unit Operator.

6.2 Resignation or Removal. The Unit Operator shall have the right to resign at any time, but such resignation shall not become effective so as to release such Unit Operator from the duties and obligations of Unit Operator and terminate Unit Operator's rights as such for a period of six (6) months after written notice of its intention to resign has been given by Unit Operator to all Working Interest Owners and the Authorized Officer, unless a new Unit Operator shall have taken over and assumed the duties and obligations of Unit Operator prior to the expiration of such six (6) month period.

The Unit Operator shall be subject to removal by the affirmative vote of three (3) or more Working Interest Owners having, in the aggregate, sixty-five percent (65%) or more of the Unit Participation then in effect exclusive of the Working Interest Owner who is the Unit Operator. Such removal shall be effective upon delivery of notice thereof to the Authorized Officer (as defined in the Unit Agreement).

In all such instances of effective resignation or removal of the Unit Operator, until a successor to the outgoing Unit Operator is selected and approved as hereinafter provided, the Working Interest Owners shall be jointly responsible for the performance of the duties of the Unit Operator and shall, not later than thirty (30) days before such resignation or removal becomes effective, appoint a Unit Manager pursuant to the voting requirements of Section 4.3.2 to represent them in any action to be taken hereunder.

The resignation or removal of Unit Operator under this Agreement shall not terminate its right, title or interest as the owner of a Working Interest or other interest in the Unit Area or in the Unitized Substances, but upon the resignation or removal of Unit Operator becoming effective, such Unit Operator shall promptly deliver

possession of all well equipment, books and records, materials, appurtenances and any other assets used in connection with the Unit Operations to the new duly qualified successor Unit Operator or to the Unit Manager if no such Unit Operator is then elected. Nothing herein shall be construed as authorizing the removal of any material, equipment or appurtenances needed for the preservation of any Unit Wells. Nothing herein contained shall be construed to relieve or discharge any Unit Operator or Unit Manager who resigns or is removed hereunder from any liability or duties accruing or performable by it prior to the effective date of such resignation or removal.

6.3 Selection of Successor. Whenever the Unit Operator shall tender its resignation as Unit Operator or shall be removed as hereinabove provided, the Working Interest Owners shall select a successor Unit Operator as herein provided. The selection of a successor Unit Operator shall not become effective until (a) a Unit Operator so selected shall accept in writing the duties and responsibilities of Unit Operator, and (b) the selection shall have been approved by the Authorized Officer. If no successor Unit Operator is selected and qualified as herein provided, and if no Unit Manager has been duly appointed as hereinabove provided, the Authorized Officer at its election, may declare this Agreement to be terminated.

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

ARTICLE 7

AUTHORITY AND DUTIES OF UNIT OPERATOR

7.1 Exclusive Right to Operate Unit. Subject to the provisions of this Agreement and to instructions from Working Interest Owners, Unit Operator shall have the exclusive right and be obligated to conduct Unit Operations.

7.2 Workmanlike Conduct. Unit Operator shall conduct Unit Operations in a good and workmanlike manner as would a prudent operator under the same or similar circumstances. Unit Operator shall freely consult with Working Interest Owners and keep them informed of all matters which Unit Operator, in its discretion, considers important. Unit Operator shall not be liable to Working Interest Owners for damages, unless such damages result from its gross negligence or willful misconduct.

7.3 Liens and Encumbrances. Unit Operator shall endeavor to keep the lands and leases in the Unit Area and Unit Equipment free from all liens and encumbrances occasioned by Unit Operations, except the liens and security interests of Unit Operator granted hereunder.

7.4 Employees. The number of employees used by Unit Operator in conducting Unit Operations, their selection, hours of labor, and compensation shall be determined by Unit Operator. Such employees shall be the employees of Unit Operator.

7.5 Records. Unit Operator shall keep correct books, accounts, and records of Unit Operations.

7.6 Reports to Working Interest Owners. Unit Operator shall furnish Working Interest Owners annual reports of Unit Operations.

7.7 Reports to Governmental Authorities. Unit Operator shall make all reports to governmental authorities that it has the duty to make as Unit Operator.

7.8 Engineering and Geological Information. Unit Operator shall furnish to a Working Interest Owner, upon its written request, a copy of all logs and other engineering and geological data pertaining to Unit Wells drilled for Unit Operations.

7.9 Expenditures. Unit Operator is authorized to make single expenditures not in excess of fifty thousand dollars (\$50,000.00) without prior approval of Working Interest Owners. If an emergency occurs, Unit Operator may immediately make or incur such expenditures as in its opinion are required to deal with the emergency. Unit Operator shall report to Working Interest Owners, as promptly as possible, the nature of the emergency and the action taken.

7.10 Wells Drilled by Unit Operator. All Unit Wells drilled by Unit Operator shall be at the usual rates prevailing in the area. Unit Operator may employ its own tools and equipment, but the charge therefore shall not exceed the usual rates prevailing in the area, and the work shall be performed by Unit Operator under the same terms and conditions as are usual in the area in contracts of independent contractors doing work of a similar nature.

7.11 Cooperative Agreements. Unit Operator may, upon approval by Working Interest Owners, enter into cooperative agreements with the operator(s) and/or working interest owner(s) of lands adjacent to the Unit Area for the purpose of coordinating Unit Operations with operations to be conducted by such operators and/or working interest owner(s) on such lands adjacent to the Unit Area.

ARTICLE 8

TAXES

8.1 Ad Valorem Taxes. Beginning with the first calendar year after the Effective Date hereof Unit Operator shall make and file all necessary ad valorem tax renditions and returns with the proper taxing authorities with respect to all property of each Working Interest Owner used or held by Unit Operator for Unit Operations. Unit Operator shall settle assessments arising therefrom. All such ad valorem taxes shall be paid by Unit Operator and charged to the joint account; provided, however, that if the interest of a Working Interest Owner is subject to a separately assessed overriding royalty interest, production payment, or other interest in excess of a one-eighth (1/8) royalty, such Working Interest Owner shall notify Unit Operator of such interest prior to the rendition date and shall be given credit for any reduction in taxes paid resulting therefrom. If the ad valorem taxes are based in whole or in part upon separate valuation of the Working Interest of each Working Interest Owner, then notwithstanding anything to the contrary herein, charges to the joint account shall be made and paid by the Working Interest Owners in accordance with the tax value generated by the Working Interest of each Working Interest Owner. If Unit Operator considers any tax assessment improper, Unit Operator may, at

its discretion, protest within the time and manner prescribed by law, and prosecute to a final determination, unless Working Interest Owners agree to abandon the protest prior to final determination. During the pendency of administrative or judicial proceedings, Operator may elect to pay, under protest, all such taxes and any interest or penalty. When any such protested assessment shall have been finally determined, Unit Operator shall pay the tax, together with any interest and penalty accrued, for the joint account.

8.2 Other Taxes. Each Working Interest Owner shall pay or cause to be paid all production, severance, gathering, and other taxes imposed upon or with respect to the production or handling of its share of Unitized Substances, except that on gas production only the taking parties shall pay such taxes.

ARTICLE 9

INSURANCE

9.1 Insurance. Unit Operator, with respect to Unit Operations, shall provide insurance as set forth in Exhibit E.

ARTICLE 10

ADJUSTMENT OF INVESTMENTS

10.1 Personal Property Taken Over. Upon the Effective Date, Working Interest Owners shall deliver to Unit Operator the following:

10.1.1 Wells. All Unit Wells listed on Exhibit I, together with the casing therein.

10.1.2 Well and Lease Equipment. The tubing in each such Unit Well, the wellhead connections thereon, and all other well, lease and operating equipment that is used in the operation of such Unit Wells, which Working Interest Owners determine is necessary or desirable for conducting Unit Operations. Working Interest Owners shall make such determination as soon as practicable after the Effective Date hereof, and all such property that is determined to be surplus shall be returned as promptly as possible to the Working Interest owners who delivered same to Unit Operator.

10.1.3 Condition of Wells. If any Unit Well listed on Exhibit I, has any zone(s) open below the Unitized Formation, the Working Interest Owner(s) of such Unit Well must abandon the wellbore below the Unitized Formation pursuant to applicable state and federal regulations. If any Unit Well has

any zone(s) open above the Unitized Formation, the Working Interest Owner(s) of such Unit Well must isolate such upper zone from the Unitized Formation in accordance with applicable state and federal regulations. All Unit Wells, including the casing therein, shall be delivered to Unit Operator in reasonably good physical condition capable of being used for Unit Operations. If within one hundred and twenty (120) days after the Effective Date it is determined by the Working Interest Owners that a Unit Well on Exhibit I has not been delivered to Unit Operator (a) in reasonably good physical condition capable of being used for Unit Operations on the Effective Date, and (b) free of any casing failure or leak, whether any such casing failure or leak is determined by Unit Operator to have developed before or after the Effective Date, and (c) with any zone(s) above or below the Unitized Interval that have not been placed in the condition as set out above in this Section 10.1.3, then the Working Interest Owner(s) who contributed such forty (40) acres shall be liable to the other Working Interest Owners for liquidated damages as measured by the cost of repairing one Unit Well (of Unit Operator's choice) on the forty (40) acres, or by the cost of drilling, completing, and equipping a replacement Unit Well on the forty (40) acres.

10.1.4 Records. A copy of all production and well records for such Unit Wells, and any other pertinent information and records requested by Unit Operator.

10.1.5 Retention of Liability. Notwithstanding anything to the contrary in this Agreement, each Working Interest Owner shall retain all liability and shall indemnify all other Working Interest Owners from any claims, demands, causes of action and liabilities relating to any Adverse Environmental Condition (as defined below), which existed prior to the Effective Date on any lands or leases owned by such Working Interest Owner within the Unit boundaries. For purposes of this Agreement, "Adverse Environmental Condition" shall mean any aspect of the leases, lands, plugged or abandoned wells, fixtures or personal property located on the leases or lands which is not in compliance with applicable Environmental Law. "Environmental Law" means all laws, statutes, ordinances, rules, administrative orders and regulations of any governmental authority pertaining to the protection of the environment in effect as of the Effective Date in the jurisdiction in which such leases or lands are located.

10.2 Inventory and Evaluation of Personal Property. As of the Effective Date, or promptly thereafter, Working Interest Owners shall, at Unit Expense, inventory and evaluate the personal property taken over by Unit Operator under Section 10.1.2. The inventory shall include and be limited to those items of equipment

considered controllable as recommended in the then most recent edition of the "Materials Classification Manual" in Bulletin No. 6 dated December 1996, or any amendments thereto, prepared by the Council of Petroleum Accountants Societies; provided, however, that upon determination of Working Interest Owners, items considered noncontrollable may be included in the inventory in order to insure a more equitable adjustment of investment. All noncontrollable items of well, lease and operating equipment used in the operation of the Unit Wells taken over under Section 10.1.1 which Working Interest Owners determine is necessary or desirable for conducting Unit Operations, although excluded from the inventory, shall nevertheless be taken over by Unit Operator. Casing taken over under Section 10.1.1 shall be included in the inventory for record purposes, but shall be excluded from evaluation and investment adjustment. Immediately following completion of such inventory, the material and equipment included in the inventory, with the exception of casing, shall be priced in accordance with the provisions of Exhibit "D". The pricing shall be performed under the supervision of, by the personnel of, and in the offices of the Unit Operator, with Working Interest Owners furnishing such additional pricing information as may be available and relevant.

10.3 Investment Adjustment. Upon approval by Working Interest Owners of the inventory and evaluation, each Working Interest Owner shall be credited with the value, as determined under Section 10.2, of its interest in all personal property taken over under Section 10.1.2, and shall be charged with an amount equal to that obtained by multiplying the total value, as determined under Section 10.2, of all personal property taken over under Section 10.1.2 by such Working Interest Owner's Unit Participation. If the charge against any Working Interest Owner is greater than the amount credited to such Working Interest Owner, the resulting net charge shall be an item of Unit Expense chargeable against such Working Interest Owner. If the credit to any Working Interest Owner is greater than the amount charged against such Working Interest Owner, the resulting net credit shall be paid to such Working Interest Owner by Unit Operator out of funds received by it in settlement of the net charges described above.

10.4 General Facilities. The acquisition of warehouses, warehouse stocks, lease houses, camps, facility systems, and office buildings necessary for Unit Operations shall be negotiated by Unit Operator with the owners thereof, subject to the approval of Working Interest Owners. There shall be no adjustments for lease roads or appurtenances thereto.

10.5 Ownership of Personal Property and Facilities. Each Working Interest Owner, individually, shall by virtue hereof own an undivided interest, equal to its Unit Participation, in all personal property and facilities taken over or otherwise acquired by Unit Operator pursuant to this Agreement.

10.6 Non-usable and Junk Equipment. Non-usable and junk equipment and material will not be taken over by Unit Operator, but such items will remain the property of the Working Interest Owner(s) owning same prior to the Effective Date. Such Working Interest Owner(s) shall be responsible for the disposal of such non-usable and junk equipment and other materials within thirty (30) days of written request by Unit Operator.

ARTICLE 11

UNIT EXPENSE

11.1 Basis of Charge to Working Interest Owners. Unit Operator initially shall pay all Unit Expenses for Unit Operations that do not otherwise require Working Interest Owner approval pursuant to Article 3 (hereinafter "Ordinary Unit Expenses"). Each Working Interest Owner shall reimburse Unit Operator for its share of Ordinary Unit Expenses. Each Working Interest Owner's share of Ordinary Unit Expenses shall be allocated in proportion to its respective Unit Participation. All charges, credits, and accounting for, Ordinary Unit Expenses shall be in accordance with Exhibit D.

11.2 Advance Billings. Unit Operator shall have the right, without prejudice to its other rights or remedies, to require Working Interest Owners to advance their respective shares of estimated Ordinary Unit Expenses by submitting to each Working Interest Owner, on or before the 15th day of any month, an itemized estimate thereof for the succeeding month, together with an invoice for such Working Interest Owner's share thereof. Within thirty (30) days thereafter, each Working Interest Owner shall pay to Unit Operator its respective share of such estimate. Adjustments between estimated and actual Ordinary Unit Expenses shall be made by Unit Operator at the close of each calendar month, and the accounts of Working Interest Owners shall be adjusted accordingly. If a Working Interest Owner fails to advance its respective share of estimated Ordinary Unit Expenses as provided in this Section 11.2, such Working Interest Owner's share of any such advanced billings shall be treated as an item of Unpaid Ordinary Unit Expenses pursuant to Section 11.4.

11.3 Commingling of Funds. Funds received by Unit Operator under this Agreement need not be segregated or maintained by it as a separate fund, but may be commingled with its own funds.

11.4 Unpaid Ordinary Unit Expense. If any Working Interest Owner fails or is unable to pay (i) its share of Ordinary Unit Expenses within sixty (60) days after rendition of a statement therefore by Unit Operator, or (ii) its share of advanced billings in accordance with Section 11.2, the unpaid balance shall be paid to Unit Operator by the non-defaulting Working Interest Owners (or by Unit Operator as applicable under Section 11.2) as if it were Ordinary Unit Expense in the proportion that the Unit Participation of each such non-defaulting Working Interest Owner bears to the total Unit Participation of all such non-defaulting Working Interest Owners. Such unpaid amount shall bear interest at the Prime rate set by Chase Manhattan Bank of New York for the same period plus one percent (1%) per annum or the maximum contract rate permitted by applicable usury laws, whichever is the lesser. Working Interest Owners (or Unit Operator, as applicable) so paying the same shall be reimbursed therefor, together with interest thereon, when the amount so carried and the interest thereon are collected from the defaulting Working Interest Owners which are primarily chargeable therewith. The amount carried (plus the interest thereon) shall be due and payable out of the proceeds from the defaulting Working Interest Owners share of the sale of Unitized Substances. During the time that any Working Interest Owner fails to pay its share of Ordinary Unit Expenses, the Unit Operator shall be entitled to collect and receive from the purchaser of production, the proceeds from such defaulting Working Interest Owner's share of the sale of Unitized Substances. All credits to any such defaulting Working Interest Owner on account of the sale or disposal of Unit Equipment, or otherwise, shall also be applied against the unpaid share of Ordinary Unit Expenses charged against such defaulting Working Interest Owner until such Working Interest Owner's share of Ordinary Unit Expenses are paid in full, together with any interest accrued thereon.

Notwithstanding any provision of this Section 11.4 to the contrary, in the event a defaulting Working Interest Owner fails or is unable to pay its share of Ordinary Unit Expenses within thirty (30) days after receipt of a statement from Unit Operator notifying the defaulting Working Interest Owner that they are in default, Unit Operator shall have the option, as an additional remedy, of charging the defaulting Working Interest Owner an administrative charge equal to two hundred percent (200%) of the unpaid balance in addition to the interest thereon at the Prime rate set by Chase Manhattan Bank of New York for the same period plus one percent (1%) per annum or the maximum contract rate permitted by applicable usury laws, whichever is the lesser. The two hundred percent (200%) administrative charge is to be paid to Unit Operator for the additional overhead costs incurred by Unit Operator in the management of unpaid accounts and is not an interest penalty.

Notwithstanding the foregoing, Unit Operator shall have the option, but not the obligation, to elect to carry or otherwise finance any defaulting Working Interest Owner(s) in lieu of having all non-defaulting

Working Interest Owners participate in the carrying or otherwise financing any defaulting Working Interest Owners(s). Unit Operator upon such election shall be entitled to recovery of the money advanced on behalf of a defaulting Working Interest Owner, plus any additional administrative charges and interest as provided herein.

11.5 Lien and Security Rights. In addition to any other security rights and remedies provided for by the laws of the State of New Mexico with respect to services rendered, or materials and equipment furnished under this Agreement, each Working Interest Owner grants to Unit Operator (i) a first and prior lien upon each Working Interest, including its Oil and Gas Rights in the Unit Area, (ii) a security interest in its share of oil and/or gas when extracted and all proceeds thereof and (iii) a first and prior lien on its interests in all Unit Equipment to secure payment of its share of Unit Expenses (including initial secondary recovery capital Unit Expense), together with interest thereon at the Prime rate set by Chase Manhattan Bank of New York for the same period plus one percent (1%) per annum or the maximum contract rate permitted by applicable usury laws, whichever is the lesser. To the extent that Unit Operator has a security interest under the Uniform Commercial Code of the State of New Mexico, Unit Operator shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and obtaining of a judgment by Unit Operator for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security for the payment thereof. In addition, upon default by any Working Interest Owner in the payment of its share of Ordinary Unit Expenses, Unit Operator, on its own behalf and/or on behalf of the Working Interest Owners who have carried such defaulting Working Interest Owner, shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such Working Interest Owner's share of Unitized Substances until the amount owed by such Working Interest Owner (including any applicable administrative charge or non-consent penalty), plus interest, has been paid. This paragraph shall serve as legal notice to any purchaser of oil and/or gas of Unit Operator's right to collect proceeds when accompanied by Unit Operator's written statement concerning the amount of any default, and any such purchaser shall have the right to rely on the Unit Operator's statement thereof. Unit Operator grants to Working Interest Owners (other than Unit Operator) an identical lien and security interest, together with the same remedies as provided to Unit Operator above, to secure payment of Unit Operator's share of Unit Expenses. Unit Operator shall have the right to file financing statements and such other instruments as may be necessary to perfect the liens and security interests granted herein; and the Working Interest Owners agree to cooperate and assist in preparing and/or executing any such instruments.

11.6 Budgets. Before or as soon as practical after the Effective Date, Unit Operator shall prepare a budget of estimated Unit Expenses for the remainder of the calendar year, and thereafter shall prepare budgets and mail same to Working Interest Owners on or before the 1st day of April of each calendar year subsequent to the Effective Date. Such budget shall consist of estimates only, and shall be adjusted or corrected by Working Interest Owners and Unit Operator whenever an adjustment or correction is proper. A copy of each budget and adjusted budget shall be furnished as soon as reasonably possible to each Working Interest Owner.

11.7 Carved-Out Interest. If any Working Interest Owner shall, after executing this Agreement, create an overriding royalty, production payment, net proceeds interest, carried interest, or any other interest out of its Working Interest, such carved-out interest shall be subject to the terms and provisions of this Agreement, specifically including, but without limitation, Section 11.5 hereof entitled "Lien and Security Rights". If the Working Interest Owner creating such carved-out interest (a) fails to pay any Unit Expense chargeable to such Working Interest Owner under this Agreement, and the production of Unitized Substances accruing to the credit of such Working Interest Owner is insufficient for that purpose, or (b) withdraws from this Agreement under the terms and provisions of Article 18 hereof, the carved-out interest shall be chargeable with a pro rata portion of all Unit Expenses incurred hereunder, the same as though such carved-out interest was a Working Interest, and Unit Operator shall have the right to enforce against such carved-out interest the lien and all other rights granted in this Agreement or otherwise by law for the purpose of collecting the Unit Expenses chargeable to the carved-out interest.

11.8 Uncommitted Royalty. Should an owner of a Royalty Interest in any Tract fail to become a party to the Unit Agreement, and, as a result thereof, the actual Royalty Interest payments with respect to such Tract are more or less than the Royalty Interest payments computed on the basis of the Unitized Substances that are allocated to such Tract under the Unit Agreement, the difference shall be borne by or inure to the benefit of the Working Interest Owners in proportion to their respective Unit Participations at the time the Unitized Substances were produced; however, the difference to be borne by or inure to the benefit of Working Interest Owners shall not exceed an amount computed on the basis of one-eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the Tract. If such difference exceeds an amount computed on the basis of one-eighth (1/8) of the difference between the Unitized Substances allocated to the Tract and the Unitized Substances produced from the tract, the excess shall be borne solely by the Working Interest Owners of such Tract proportionately in proportion to their respective Tract

Participations as Shown an Exhibit B-2. Adjustments under this Section 11.8 shall be made by charges and credits to the joint account.

ARTICLE 12

NON-CONSENT PROVISION

12.1 Election. It is understood and agreed that, if this Agreement and the Unit Agreement become effective pursuant to respective terms hereof and thereof, and any party that did not previously ratify this Agreement and the Unit Agreement, nevertheless becomes a Working Interest Owner as a result of the Division approving the Unit pursuant to the New Mexico Statutory Unitization Act, such Working Interest Owner shall have the right to elect to participate in Unit Operations by so notifying Unit Operator in writing of such election within thirty (30) days after said approval by the Division. In the event that such Working Interest Owner fails to notify Unit Operator of its election to participate in Unit Operations within such thirty (30) day period, such Working Interest Owner shall be deemed to have not consented to any such Unit Operations which have already been commenced by or on behalf of Unit Operator or for which Unit Operator has already sought advanced billings. Such Working Interest Owner may elect to participate in subsequent Unit Operations by notifying Unit Operator of such election in writing prior to the commencement of such Unit Operations or the deadline for the receipt of advanced billings for such Unit Operations as set forth in Article 11.

12.2 Non-Consent Penalty. In the event that any Working Interest Owner fails to elect to participate in specific Unit Operations for which Working Interest Owner approval is required pursuant to Article 3 or is deemed to have not consented to such Unit Operations pursuant to the terms of this Agreement (a "Non-Consenting Party"), the Working Interest Owners that have elected to participate in such Unit Operations (the "Consenting Parties") shall have the right to carry such Non-Consenting Party's share of Unit Expenses for such Unit Operations. Unit Operator shall notify the Consenting Parties of their right to carry such Non-Consenting Parties; and, within forty-eight (48) hours of such notification, the Consenting Parties shall notify Unit Operator of their election to so carry such Non-Consenting Parties (each such Consenting Party, including Unit Operator, that elects to carry the Non-Consenting Party shall be hereinafter referred to as a "Carrying Party"). In the event that no Consenting Party elects to carry such Non-Consenting Parties, the Unit Operator shall have the right, but not the obligation, to carry all such Non-Consenting Parties. The Carrying Parties shall carry the Non-Consenting Parties in proportion to each such Carrying Party's respective Unit Participation. The interest so carried by a Carrying Party shall hereinafter be referred to as such Carrying Party's "Carried Interest." Each

Non-Consenting Party shall be deemed to have relinquished to the Carrying Parties, and the Carrying Parties shall own and be entitled to receive, in proportion to their respective Carried Interest, all of such Non-Consenting Party's share of the proceeds of the sale of Unitized Substances plus an amount equal to 200% of all such Unit Expenses allocated to such Carried Interest, it being further agreed and understood that the unpaid balance of any amount payable out of such Carried Interest hereunder (including the additional 200% of such Unit Expenses provide for above) shall bear interest at the Prime rate set by Chase Manhattan Bank of New York for the same period plus one percent (1%) or the maximum contract rate permitted by applicable usury laws, whichever is the lesser.

ARTICLE 13

NONUNITIZED FORMATIONS

13.1 Right to Operate. Any Working Interest Owner that now has or hereafter acquires the right to drill for and produce oil, gas, or other minerals, from a formation underlying the Unit Area other than the Unitized Formation, shall have the right to do so notwithstanding this Agreement or the Unit Agreement. In exercising the right, however, such Working Interest Owner shall exercise care or cause care to be exercised to prevent unreasonable interference with Unit Operations. No Working Interest Owner other than Unit Operator, shall produce Unitized Substances. If any Working Interest Owner drills any well into or through the Unitized Formation, the Unitized Formation shall be protected in a manner satisfactory to Working Interest Owners so that the production of Unitized Substances or enhanced recovery operations in the Unitized Formation will not be affected adversely.

ARTICLE 14

TITLES

14.1 Warranty and Indemnity. Each Working Interest Owner represents that it is the owner of the respective Working Interests set forth opposite its name in Exhibits B-1, B-2 and C, and agrees to indemnify and hold harmless the other Working Interest Owners from any loss due to failure, in whole or in part, of its title to any such interest, except failure of title arising because of Unit Operations in accordance with Section 14.2; however, such indemnity and any liability for breach of warranty shall be limited to an amount equal to the net value that has been received from the sale or receipt of Unitized Substances attributed to the interest as to which title failed. Each failure of title will be deemed to be effective, insofar as this Agreement is concerned, as of

7:00 a.m. on the first day of the calendar month in which such failure is finally determined, and there shall be no retroactive adjustment of Unit Expense, or retroactive allocation of Unitized Substances or the proceeds therefrom, as a result of a title failure.

14.2 Failure Because of Unit Operations. If, as a direct result of Unit Operations, title to any Working Interest in any Tract fails, including for reasons such as non-production from such Tract, such title failure shall not result in the change of the Unit Participation of the Working Interest Owner whose title failed in relation to the Unit Participations of the other Working Interest Owners at the time of the title failure.

14.3 Individual Loss. Any Working Interest Owner, including Unit Operator in its capacity as a Working Interest Owner, whose title fails, for reasons other than as set forth in Section 14.2, shall alone bear the loss, and hereby expressly agrees to indemnify all other Working Interest Owners against any claim for damages arising from such failure which may be asserted against them. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder, except failure that may be caused by or results from the gross negligence or willful misconduct of Unit Operator.

ARTICLE 15

LIABILITY, CLAIMS, AND SUITS

15.1 Individual Liability. The duties, obligations, and liabilities of Working Interest Owners shall be several and not joint or collective; and nothing herein shall ever be construed as creating a partnership of any kind, joint venture, association, or trust among Working Interest Owners.

15.2 Settlements. Where insurance or self-insurance is not maintained as set forth in Exhibit E for the joint interest, the Unit Operator shall investigate, defend, settle or otherwise handle any injury or damage claim or suit (on the joint account) if the settlement expenditure does not exceed or is reasonably expected not to exceed one hundred thousand dollars (\$100,000.00) and if such payment is in complete settlement of the claim or suit. A settlement expenditure in excess of the above amount may be made only by approval of Working Interest Owners; and each Working Interest Owner shall have the right to participate through its own counsel at its own expense in the settlement, compromise or defense of any such claim or suit. Any expenditure incurred by Unit Operator in defending, compromising, settling or prosecuting any claims or suits, regardless of the settlement amount, shall be charged to the joint account, including charges for litigation services of Unit Operator's legal staff or fees or expenses of outside attorneys; however, no charge for services of Unit

Operator's legal staff or fees or expenses of outside attorneys shall be made without prior approval of Working Interest Owners. If a claim is made against any Working Interest Owner in connection with a matter arising from Unit Operations or if any Working Interest Owner is sued in connection with any matter arising from Unit Operations over which such Working Interest Owner has no control because of the rights given Working Interest Owners and Unit Operator by this Agreement and the Unit Agreement, the Working Interest Owner shall immediately notify Unit Operator, and the claim or suit shall be treated as any other claim or suit involving Unit Operations.

15.3 Notice of Loss. Unit Operator shall report to Working Interest Owners as soon as practicable after each occurrence, damage or loss to Unit Equipment, and each accident, occurrence, claim, or suit involving third party bodily injury or property damage reasonably expected to exceed Fifty Thousand Dollars (\$50,000.00) and likely not covered by insurance carried for the benefit of Working Interest Owners.

15.4 Force Majeure. Any obligation imposed by this Agreement on each person or entity that is party hereto, except for the payment of money, shall be suspended while compliance therewith is prevented, in whole or in part, by a strike, fire, war, civil disturbance, terrorist act, act of God; by Federal, state or municipal laws; by any rule, regulation or order of a governmental agency; by inability to secure material or by any other cause beyond the reasonable control of such person or entity. No person or entity that is party hereto shall be required against its will to adjust or settle any labor dispute. Neither this Agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of Unit Operations due to any of the causes set forth in this Section.

ARTICLE 16

INTERNAL REVENUE PROVISION

16.1 Internal Revenue Provision. This Agreement is not intended to create, and shall not be construed to create, a relationship of partnership or an association for profit between the parties hereto. Notwithstanding any provisions herein that the rights and liabilities of the parties hereunder are several and not joint or collective, or that this Agreement and operations hereunder shall not constitute a partnership, if for Federal income tax purposes, this Agreement and the operations hereunder are regarded as a partnership, then each of the parties hereto elects to be excluded from the application of all the provisions of Subchapter K, Chapter 1, Subtitle A, of the Internal Revenue Code (the "Code"), as permitted and authorized by Section 761 of the Code

and the regulations promulgated thereunder. Unit Operator is hereby authorized and directed to execute on behalf of each of the parties hereto such evidence of this election as may be required by the Secretary of the Treasury of the United States or the Federal Internal Revenue Service, including specifically, but not by way of limitation, all of the returns, statements, and the data required by Title 26, Chapter I, Section 1.761-1(a), et. seq. of the Code of Federal Regulations. Should there be any requirement that each party hereto further evidence this election, each party hereto agrees to execute such documents and furnish such other evidence as may be required by the Federal Internal Revenue Service or as may be necessary to evidence this election. Each party hereto further agrees not to give any notices or take any other action inconsistent with the election made hereby. If any present or future income tax laws of the state of New Mexico, or any future income tax law of the United States, contain provisions similar to those in Subchapter K, Chapter 1, Subtitle A, of the Code, under which an election similar to that provided by Section 761 of the Code is permitted, each of the parties agrees to make such election as may be permitted or required by such laws. In making this election, each of the parties states that the income derived by such party from the operations under this Agreement can be adequately determined without the computation of partnership taxable income.

ARTICLE 17

NOTICES

17.1 Notices. All notices required hereunder shall be in writing and shall be deemed to have been properly served when hand-delivered by messenger service or sent by facsimile transmission to the address of the representative of each Working Interest Owner as furnished to Unit Operator in accordance with Article 4 hereof.

17.2 Notice of Transfer of Title. A Working Interest Owner transferring, assigning or conveying all or any part of its interest in and to its Oil and Gas Rights shall notify Unit Operator of such transfer, assignment or conveyance within thirty (30) days of the effective date of such transfer, assignment or conveyance. No change of title shall be binding upon the Unit or Unit Operator until the first day of the calendar month next succeeding the date of receipt by Unit Operator of evidence, satisfactory to Unit Operator, of such change of ownership. Each such transfer, assignment or conveyance, whether so stating or not, shall operate to impose upon the party or parties acquiring such interest the obligations of the predecessor in interest with respect to the interest so transferred and shall likewise operate to give and grant to the party or parties acquiring such interest all benefits attributable to such interest.

ARTICLE 18

WITHDRAWAL OF WORKING INTEREST OWNER

18.1 Withdrawal. A Working Interest Owner may withdraw from this Agreement by transferring, without warranty of title either express or implied, to the Working Interest Owners who do not desire to withdraw, all its Oil and Gas Rights, exclusive of Royalty Interests or mineral interests, together with its interest in all Unit Equipment and in all Unit Wells used in or committed to Unit Operations, provided that such transfer shall not relieve such transferring Working Interest Owner (i.e. the "transferor") from any obligation or liability incurred (including but not limited to any estimated cost to remediate an environmental condition which exists on the property prior to such withdrawal) prior to the first day of the month following receipt by Unit Operator of a copy of such executed instrument of transfer. The delivery of the transfer shall be made to Unit Operator for the Working Interest Owners who do not desire to withdraw (i.e., the "transferees"). The transferred interest shall be owned by the transferees in proportion to their respective Unit Participations in effect at the time of the transfer. The transferees, in proportion to the respective interests so acquired, shall pay the transferor for its interest in Unit Equipment, as such shall be calculated as the salvage value thereof less its share of the estimated cost of salvaging same and of plugging and abandoning Unit Wells then being used or held for Unit Operations as determined by Working Interest Owners. In the event such withdrawing Working Interest Owner's interest in the aforesaid salvage value is less than such owner's share of such estimated costs, the withdrawing Working Interest Owner, as a condition precedent to withdrawal, shall pay the Unit Operator, for the benefit of Working Interest Owners succeeding to its interest, a sum equal to the deficiency. Within sixty (60) days after receiving delivery of the copy of the executed instrument of transfer, Unit Operator shall render a final statement to the withdrawing Working Interest Owner for its share of Unit Expense, including any deficiency in salvage value, as determined by Working Interest Owners, incurred as of the first day of the month following the date of Unit Operator's receipt of the copy of the executed instrument of transfer. Provided all Unit Expenses, including any deficiency amounts described under this Section 18.1, due from the withdrawing Working Interest Owner has been paid in full within thirty (30) days after the rendering of such final statement by the Unit Operator, the transfer shall be effective the first day of the month following its receipt by Unit Operator. Except as otherwise provided herein, as of the effective date of transfer hereunder, the withdrawing Working Interest Owner shall be relieved from all further obligations and liabilities hereunder and under the Unit Agreement, and the rights of the withdrawing Working Interest Owner hereunder and under the Unit Agreement shall cease insofar as they

existed by virtue of the interest transferred. Upon the effective date of transfer, the Unit Participations of the transferees shall be revised to reflect the increase in their shares resulting from the transferred interest.

18.2 Limitation on Withdrawal. Notwithstanding anything to the contrary set forth in Section 18.1, Working Interest Owners may refuse to permit the withdrawal of a Working Interest Owner if such party's Working Interest is burdened by any royalties, overriding royalties, production payments, net proceeds interest, carried interest, or any other interest created out of the Working Interest in excess of one-eighth (1/8) lessor's royalty, unless one or more of the other Working Interest Owners voluntarily accepts assignment of the Working Interest subject to such burdens. Such Working Interest Owners which voluntarily accept such an assignment, if any, will own the transferred interest in proportion to their respective Unit Participations. Upon the effective date of transfer, if any, the Unit Participations of the transferees shall be revised to reflect the increase in their shares resulting from the transferred interest.

ARTICLE 19

ABANDONMENT OF WELLS

19.1 Rights of Former Owners. If Working Interest Owners decide to abandon permanently any Unit Well within the Unit Area prior to termination of the Unit Agreement, Unit Operator shall give written notice thereof to the Working Interest Owners of the Tract or which the Unit Well is located, and they shall have the option for a period of ninety (90) days after the sending of such notice to notify Unit Operator in writing of their election to take over and own the Unit Well. Within ten (10) days after the Working Interest Owners of the Tract have notified Unit Operator of their election to take over the well (at which time such well will no longer be considered to be a Unit Well), they shall pay Unit Operator, for credit to the account of all Working Interest Owners, the amount determined by Working Interest Owners to be the value of the salvageable casing and equipment in and on the well up to and including the wellhead equipment, except casing therein if contributed by such Working Interest Owners under Section 10.1.1, less the amount determined by Working Interest Owners to be the cost of salvaging and plugging and abandoning. The Working Interest Owners of the Tract, by taking over the well, agree to seal off the Unitized Formation in a manner satisfactory to Working Interest Owners, and upon abandonment to plug the well in compliance with applicable laws and regulations. Upon taking over any Unit Well in accordance with this Section 19.1, any such Working Interest Owners shall conduct no further operations in the Unitized Formation, except for the plugging and abandonment described herein.

19.2 Plugging. If the Working Interest Owners of a Tract do not elect to take over a Unit Well located within the Unit Area that is proposed for abandonment, Unit Operator shall, on behalf of the Working Interest Owners, plug and abandon the well in compliance with applicable laws and regulations.

ARTICLE 20

EFFECTIVE DATE AND TERM

20.1 Effective Date. This Agreement shall become effective when the Unit Agreement becomes effective.

20.2 Term. This Agreement shall continue in effect so long as the Unit Agreement remains in effect, and thereafter until (a) all Unit Wells have been plugged and abandoned or turned over to Working Interest Owners in accordance with Article 21 (b) all Unit Equipment and real property acquired for the joint account have been disposed of by Unit Operator in accordance with instructions of Working Interest Owners; and (c) there has been a final accounting.

ARTICLE 21

ABANDONMENT OF OPERATIONS

21.1 Termination. Upon termination of the Unit Agreement, the following will occur:

21.1.1 Oil and Gas Rights. The Oil and Gas Rights in and to each separate Tract shall no longer be affected by this Agreement, and thereafter the parties shall be governed by the terms and provisions of the leases, contracts, and other instruments affecting the separate Tracts.

21.1.2 Right to Operate. Working Interest Owners of any Tract that desire to take over and continue to operate wells located thereon may do so by paying Unit Operator, for credit to the joint account, the amount determined by Working Interest Owners to be the value of the salvageable casing and equipment up to and including the wellhead equipment in and on the wells taken over, except casing therein if contributed by such Working Interest Owners under Section 10.1.1., less the amount determined by Working Interest Owners to be the cost of salvaging and plugging and abandoning, and by agreeing upon abandonment to plug each well in compliance with applicable laws and regulations.

21.1.3 Salvaging Wells. Unit Operator shall salvage as much of the casing and equipment in or on wells not taken over by Working Interest Owners of separate Tracts as can economically and reasonably be salvaged, and shall cause the wells to be plugged and abandoned in compliance with applicable laws and regulations.

21.1.4 Cost of Abandonment. The cost of abandonment of Unit Operations shall be Unit Expense.

21.1.5 Distribution of Assets. Working Interest Owners shall share in the distribution of Unit Equipment, or the proceeds thereof, in proportion to their Unit Participations.

ARTICLE 22

LAWS, REGULATIONS AND CERTIFICATE OF COMPLIANCE

22.1 Laws and Regulations. This Agreement and operations hereunder are subject to all valid rules, regulations and orders of all regulatory bodies having jurisdiction and to all other applicable federal, state and local laws, ordinances, rules, regulations and orders; and any provision of this Agreement found to be contrary to or inconsistent with any such law, ordinance, rule, regulation or order shall be deemed modified accordingly.

22.2 Certificate of Compliance. In the performance of work under this Agreement, the parties agree to comply with, and Unit Operator shall require each independent contractor to comply with, the Federal contract provisions of Exhibit "H".

ARTICLE 23

EXECUTION

23.1 Original, Counterpart, or Other Instrument. An owner of a Working Interest may become a party to this Agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof; provided, however, that any party executing this Agreement must simultaneously execute the Unit Agreement or a counterpart thereof. The signing of any such instrument shall have the same effect as if all parties had signed the same instrument.

ARTICLE 24

SUCCESSORS AND ASSIGNS

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

ARTICLE 25

GAS BALANCING

25.1 Gas Balancing. In the event one (1) or more Working Interest Owners' separate disposition of its share of gas causes deliveries to separate pipelines or deliveries which-on a day-to-day basis for any reason are not exactly equal to a Working Interest Owner's respective proportionate share of total gas sales to be allocated to it, the balancing or accounting between the respective accounts of the Working Interest Owners shall be in accordance with Exhibit F, which shall prevail in the event of a conflict between the Unit Operating Agreement and Exhibit F.

This instrument may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates evidenced by their respective certificates of acknowledgment hereof.

APACHE CORPORATION

By: _____

Rob Johnston
Vice President
Central Region

Address: Two Warren Place
6120 South Yale, #1500
Tulsa, Oklahoma 74136-4224

**BAYNARD W. MALONE, TRUSTEE OF THE
ANDERSON-MALONE TRUST**

BP AMERICA PRODUCTION CO.

CHEVRON U.S.A. INC.

**CHRISTOPHER R. WILKINSON AND
CHRISTINE A. WILKINSON, JOINT TENANTS
WITH RIGHT OF SURVIVORSHIP**

DAVID H. ARRINGTON

DONALD LONG

EARL MALONE MD

ELIZABETH EATON

ELLIOTT INDUSTRIES LIMITED PARTNERSHIP

**ELLIOTT-HALL COMPANY LIMITED
PARTNERSHIP**

EXXON CO. USA

FRANK A. GLISPIN

J. L. REYNOLDS & JESSIE M. REYNOLDS

K. D. MCPETERS

KENNETH LONG

LETTUNICH OIL COMPANY

MARSHA COCKRELL

**T. H. MCELVAIN OIL & GAS LIMITED PARTNERSHIP
BY: MCELVAIN OIL & GAS PROPERTIES INC., ITS SOLE
GENERAL PARTNER**

ORA LEE JONES

P. L. LAWRENCE, JR. ESTATE

ROSSER E. SCHWARZ

TIERRA EXPLORATION, INC.

TRIPLE H. RESOURCES, INC.

WATSON TRUCK & SUPPLY INC.

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

This instrument was acknowledged before me on _____ by Rob Johnston, Vice President of Apache Corporation, Inc., a Delaware corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on _____ by Baynard W. Malone, Trustee of the Anderson-Malone Trust.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on _____ by _____, as _____ of BP America Production Company.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by _____, as
_____ of Chevron U.S.A. Inc.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by Christopher R. Wilkinson.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by Christine A. Wilkinson.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by _____, as
_____ of Exxon Co. USA.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by Frank A. Glispin.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF
COUNTY OF

§
§
§

This instrument was acknowledged before me on _____ by J.L. Reynolds.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on _____ by _____, as
_____ of Tierra Exploration, Inc.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on _____ by _____, as
_____ of Triple H. Resources, Inc.

My Commission Expires:

Notary Public in and for said
County and State

STATE OF §
 §
COUNTY OF §

This instrument was acknowledged before me on _____ by _____, as
_____ of Watson Truck & Supply, Inc.

My Commission Expires:

Notary Public in and for said
County and State

EXHIBIT "B-1"
 Attached to Unit Operating Agreement
EAST BLINEBRY DRINKARD UNIT
 Lea County, New Mexico
 March 1, 2005

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
1A	T21S-R37E, NMPM Section 1: Lot 12 (Elliott B Federal)	40	LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% <u>Total - 100%</u>	Elliott Industries Limited Partners 2.250000% Elliott-Hall Co. Limited Partners 2.250000%	T.H. McElvain Oil & Gas Limited Partnership 60.0000% Elliott Industries Limited Partnership 20.00% Elliott-Hall Company Limited Partnership 20.00%
	FEDERAL LANDS:						
	As to the interval from the top of the Blinebry to 100' below the base of the Blinebry Formation which includes the Blinebry and 100' of the Tubb Formation.						
	T21S-R37E, NMPM Section 1: Lot 12		LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% <u>Total - 100%</u>	Elliott Industries Limited Partners 2.557771% Elliott-Hall Co. Limited Partners 2.557771%	T.H. McElvain Oil & Gas Limited Partnership 51.390000% Elliott Industries Limited Partnership 17.130000% Elliott-Hall Company Limited Partnership 17.130000% Tierra Exploration, Inc. 8.750000% Watson Truck & Supply, Inc. 2.10% Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship 1.400000%
	As to 100' below the Base of the Blinebry Formation which includes the Tubb and Drinkard Formations.						

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
1B	T21S-R37E, NMPM Section 1: Lot 11 (Elliott B Federal)	40	LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% Total - 100%	Elliott Industries Limited Partners 2.250000% Elliott-Hall Co. Limited Partners 2.250000%	Frank A. Glispin 0.875000% K. D. McPeters 0.350000% Triple H. Resources, Inc. 0.875000% Total - 100%
	As to the interval from the top of the Blinebry to 100' below the base of the Blinebry Formation which includes the Blinebry and 100' of the Tubb Formation.						
	T21S-R37E, NMPM Section 1: Lot 11		LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% Total - 100%	Elliott Industries Limited Partners 1.788750% Elliott-Hall Co. Limited Partners 1.788750%	T.H. McElvain Oil & Gas Limited Partnership 47.7000% Elliott Industries Limited Partnership 15.90% Elliott-Hall Company Limited Partnership 15.90% Tierra Exploration, Inc. 12.50% Watson Truck & Supply, Inc. 3.00% Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship 2.00%
	As to 100' below the Base of the Blinebry Formation which includes the Tubb and Drinkard Formations.						

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1C	T21S-R37E, NMPM Section 1: <u>Lot 13 and SW/4 SE/4</u> (Elliott B Federal)	80	LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% Total - 100%	Elliott Industries Limited Partners 2.250000% Elliott-Hall Co. Limited Partners 2.250000%	T.H. McElvain Oil & Gas Limited Partnership 60.00% Elliott Industries Limited Partnership 20.00% Elliott-Hall Company Limited Partnership 20.00% Total - 100%
1D	T21S-R37E, NMPM Section 1: <u>Lot 14</u> (Elliott B Federal) (Coogan Federal)	40	LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% Total - 100%	Elliott Industries Limited Partners 2.25% Elliott-Hall Co. Limited Partners 2.25%	T.H. McElvain Oil & Gas Limited Partnership 60.00% Elliott Industries Limited Partnership 20.00% Elliott-Hall Company Limited Partnership 20.00% Total - 100%
	As to the interval from the top of the Blinebry to 100' below the base of the Blinebry Formation which includes the Blinebry and 100' of the Tubb Formation.						
	T21S-R37E, NMPM Section 1: <u>Lot 14</u>		LC-065525 HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00% Elliott Hall Co UT LP 50.00% Total - 100%	Elliott Industries Limited Partners 1.78875% Elliott-Hall Co. Limited Partners 1.78875%	T.H. McElvain Oil & Gas Limited Partnership 47.7000% Elliott Industries Limited Partnership 15.90% Elliott-Hall Company Limited Partnership 15.90%
	As to 100' below the Base of the Blinebry Formation which includes the Tubb and Drinkard Formations.						

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	Tract 1 ----- 200.00 net acres or 9.61% of Unit (surface) area						
2	T21S-R37E, NMPM Section 1: N/2 SW/4 (Elliott Federal)	80	LC-065525-A HBP 9/1/1947	USA 12.500000%	Graham Royalty, Ltd. 100.00000%	Daniel L. Veirs 0.96875%	Apache Corporation 100.00000%
	Tract 2 ----- 80.0 net acres or 3.84% of Unit (surface) area						
3	T21S-R37E, NMPM Section 1: S/2 SW/4 (Monterey Federal)	80	LC-065525-B HBP 9/1/1947	USA 12.500000%	Elliott Industries Co. LP 50.00000% Elliott Hall Co UT LP 50.00000% Total - 100%	Elliott Industries Limited Part- nership 1.8000000% Elliott -Hall Company Limited Partnership 1.8000000% Genesis Ltd. Partnership 0.73437%	T. H. McElvain Oil & Gas Limited Partnership 60.00000% Elliott Industries Limited Partnership 20.00000% Elliott-Hall Company Limited Partnership 20.00000% Total - 100%

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	Tract 3 ----- 80.0 net acres or 3.84% of Unit (surface) area						
4	T21S-R37E, NMPM Section 1: Lot 15 and NW/4 SE/4 (H.T. Federal)	80	LC-065455 HBP 11/1/1947	USA 12.500000%	Exxon Co. USA 100.00000%	Elliott Industries Limited Partners 1.8750% Elliott-Hall Co. Limited Partners 1.8750% Audrey M. Baker 1.25000%	T.H. McElvain Oil & Gas Limited Partnership 60.00000% Elliott Industries Limited Partnership 20.00000% Elliott-Hall Company Limited Partnership 20.00000% <u>Total - 100%</u>
	As to the Blinebry Formation.						
	T21S-R37E, NMPM Section 1: Lots 15 and NW/4 SE/4 (H.T. Federal)						
	As to the Tubb and Drinkard Formations.						
	Tract 4 ----- 80.0 net acres or 3.84% of Unit (surface) area						
5A	T21S-R37E, NMPM Section 11: E/2, N/2 NW/4, SE/4 NW/4 (Lockhart /B/-11)	440	LC-032096-B HBP 11/1/1961	USA Schedule D	Exxon Co. USA 100.00000%	Elliott Industries Limited Partners 2.50000% Elliott-Hall Co. Limited Partners 2.50000%	Exxon Mobil Corporation 100%
	Apache Corporation 50% BP America Production Company 25% Chevron U.S.A., Inc. 25% <u>TOTAL - 100.00%</u>						

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5B	T21S-R37E, NMMPM Section 11: SW/4 NW/4 (Lockhart /B-11/)	40	LC-032096-B HBP 11/1/1961	USA Schedule D	Apache Corporation 50% BP America Production Company 25% Chevron U.S.A., Inc. 25%	Apache Corporation 0.218650%	Apache Corporation 50% BP America Production Company 25% Chevron U.S.A., Inc. 25%
	As to the Blinebry and Tubb Formations.						
	T21S-R37E, NMMPM Section 11: SW/4 NW/4 (Lockhart /B-11/)		LC-032096-B HBP 11/1/1961	USA Schedule D	Apache Corporation 50% BP America Production Company 25% Chevron U.S.A., Inc. 25%	Apache Corporation 0.218650%	Apache Corporation 93.75% Leffunich Oil Co. 6.25%
	As to the Drinkard Formation.						
5C	T21S-R37E, NMMPM Section 12: NW/4 and W/2 NE/4 Section 14: E/2 E/2 Section 13: S/2 NW/4, SW/4 NE/4, SW/4, NW/4 SE/4 (Lockhart /B-12/) (Lockhart /A/ /B-13/) (Lockhart /B-14/)	720	LC-032096-B HBP 11/1/1961	USA Schedule D	Apache Corporation 75% Chevron U.S.A., Inc. 25%	Apache Corporation 0.218650%	Apache Corporation 75% Chevron U.S.A., Inc. 25%

As to the Drinkard and Tubb Formations.

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	T21S-R37E, NMPM Section 12: NW/4 and W/2 NE/4 Section 14: E/2 E/2 Section 13: S/2 NW/4, SW/4 NE/4, SW/4, NW/4 SE/4 (Lockhart /B-12/) (Lockhart /A/ /B-13/) (Lockhart /B-14/)		LC-032096-B HBP 11/1/1961	USA Schedule D	Apache Corporation 75% Chevron U.S.A., Inc. 25% TOTAL - 100.00%	Apache Corporation 0.218650%	Apache Corporation 100%

As to the Blinney Formation.

Tract 5 ----- 1,200.0 net acres or 57.69% of Unit (surface) area

TOTAL FEDERAL LANDS = 1640.00 ACRES OR 78.85%

FEE LANDS:

6	T21S-R37E, NMPM Section 12: NW/4 SW/4 (Coll)	40	Fee Lease HBP 3/19/1947 (21) Fee Lease HBP 3/20/1947 Fee Lease HBP 3/22/1947 (3) Fee Lease HBP 3/24/1947 (3) Fee Lease HBP 3/26/1947 (3)	Jon F. Coll 0.585938% Charles H. Coll 0.585938% Sally Rodgers 0.234376% Max Coll II 0.351564% Eric J. Coll 0.263673% Clarke C. Coll 0.263673% Jon F. Coll II 0.041836% Melanie Coll de Temple 0.008379% Max W. Coll III 0.008379% Gerald R. Sharp 0.130208% Habel Trust Dtd. 11/15/84 0.130208%	Apache Corporation 99.375% J. L. Reynolds & Jessie M. Reynolds 0.6250% TOTAL - 100%	Apache Corporation 99.375% J. L. Reynolds & Jessie M. Reynolds 0.6250% TOTAL - 100%	Apache Corporation 100%
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				Edith A. Schmidt 0.130208%			
				June D. Speight 3.125000%			
				J. Hiram Moore Trust 0.175781%			
				National Finance Credit Corp. 0.130208%			
				The Black Trust 0.130210%			
				BMCM Partnership LP 0.130208%			
				Shriners Hospitals for Children 0.908200%			
				Allie M. Lee Trust 2.724609%			
				Roy G. Sr. & Opal Barton Rev. Tr. 0.566406%			
				Medora M. Lemaster 0.117190%			
				Trubee Buford 0.009765%			
				Lynn Lawrence 0.009765%			
				Stacia Ann Lemaster 0.009765%			
				Richard Grant Lemaster 0.009765%			
				Margaret C. Lemaster 0.009765%			
				Robin G. Lemaster 0.009766%			
				Cindy Macias 0.009766%			
				Sue Sanders 0.009766%			

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	Illene Gulick Living Trust						
				0.039062%			
				JG Burson			
				1.562500%			
			Total -	12.421877%			
	Tract 6 ----- 40.0 net acres or 1.92% of Unit (surface) area						
7	T21S-R37E, NMPM Section 12: NE/4 SW/4 (Chesher)	40	Fee Lease HBP 3/19/1947 (20) Fee Lease HBP 3/20/1947 Fee Lease HBP 3/22/1947 (3) Fee Lease HBP 3/24/1947 (3) Fee Lease HBP 3/28/1947 (3) Fee Lease 10/10/2002 (34) Fee Lease 9/24/2004 (10)	Jon F. Coll 0.175781% Charles H. Coll 0.175781% Sally Rodgers 0.070312% Max Coll II 0.105469% Eric J. Coll 0.079101% Clarke C. Coll 0.079101% Jon F. Coll II 0.012551% Melanie Coll de Temple 0.002514% Max W. Coll III 0.002514% Gerald R. Sharp 0.026042% Habel Trust dbd 11/15/84 0.026042% Edith A. Schmidt 0.026042% June D. Speight 3.125000% J. Hiram Moore Trust 0.175781% National Finance Credit Corp. 0.130208%	Apache Corporation 93.101655% Kenneth Long 0.041667% Marsha Cockrell 0.041667% Donald Long 0.041667% Ora Lee Jones 0.158730% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%	Apache Corporation 93.101655% Kenneth Long 0.041667% Marsha Cockrell 0.041667% Donald Long 0.041667% Ora Lee Jones 0.158730% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%	Apache Corporation 93.101655% Kenneth Long 0.041667% Marsha Cockrell 0.041667% Donald Long 0.041667% Ora Lee Jones 0.158730% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%

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				The Black Trust 0.130208%			
				BMCN Partnership LP 0.130208%			
				Shriners Hospitals for Children 0.166016%			
				Allie M. Lee Trust 0.498047%			
				Roy G. Sr. & Opal Barton Rev. Tr. 0.566406%			
				Lillian . Long 0.052083%			
				Lawrence Dale Long 0.039062%			
				Charlene Bruhn 0.039062%			
				Dorothy Scribner 0.039062%			
				Jimmy Long 0.007812%			
				Jo Ann Long 0.007812%			
				Dennis A. Whorton 0.009921%			
				Janice Rodgers Griffith 0.009921%			
				Laquita Rogers Cross 0.009921%			
				Roberta Herron 0.069444%			
				Bill Herron 0.069444%			
				Dorothy Leathers 0.069444%			
				Ann Elizabeth Romer 0.052083%			
				Judith Lee Taylor 0.017361%			

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				Glen Warren Roth 0.017361%			
				Clifford J. Roth 0.017361%			
				Cindy Ann Allen Trustee of the Reeder			
				Legacy Trust Dated 8/4/04 0.052083%			
				Frances May Reeder, Life Estate 0.052083%			
				Margie Pearl Patterson 0.069444%			
				Norma D. Owen & Charles B. Owen 0.069444%			
				Freda M. Long 0.069444%			
				Norma J. Reger 0.208333%			
				Ruth D. Brown 0.031746%			
				Ina Bell Berryman 0.029762%			
				Ina Carol Randall 0.014881%			
				Cathy Ruth Chapman 0.015873%			
				A. V. Rodgers, Life Estate 0.029762%			
				Donna Rodgers Collins 0.022313%			
				Ruby Rodgers 0.007444%			
				Howard P. Chandler 0.069444%			
				Pat R. Chandler 0.069444%			

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				Earl W. Lyon 0.069444%			
				Louise B. Siewert and Henry G. Siewert, Trustees of the Stewart Family Trust dated 11/1/91 0.208333%			
				Betty Ann Phillely 0.208333%			
				June S. Brown 0.091146%			
				Kay Parker Adkins 0.091146%			
				Sara Brown Marshall 0.091146%			
				William Bivins 0.546875%			
				Joy Ann Bivins Bellan 0.546875%			
				Wayman Weldon Holmes 0.273437%			
				Boy's Ranch Foundation 2.187500%			
				Kenneth Noel Headley 0.937500%			
				Charles F. Malone, Trustee of the Charles F. Malone Living Trust 0.083333%			
				Gilbert J. Eaton 0.078125%			
				Anne S. Johnson 0.041667%			

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				New Mexico Western Minerals, Inc. 0.937500%			
				Michael H. Moore 0.058594%			
				Edith Coppedge Wheeler 0.029297%			
				Mary J. McWhorter 0.039063%			
				Ann Dennard Allison 0.029297%			
				Davis E. Coppedge 0.014648%			
				James E. Coppedge 0.014648%			
				Brent W. McWhorter or Ruth A. McWhorter, Trustee of the McWhorter Family Trust dated 0.039063%			
				Frank H. Hults 0.234375%			
				Maura Smyrl Jennings 0.468750%			
				Tate Byrne Jennings 0.468750%			
				Medora M. Lemaster 0.117190%			
				Trubee Buford 0.009765%			
				Lynn Lawrence 0.009765%			
				Stacia Ann Lemaster 0.009765%			

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)	
				Richard Grant Lemaster 0.009765% Margaret C Lemaster 0.009765% Robin G. Lemaster 0.009766% Cindy Macias 0.009766% Sue Sanders 0.009766% Illene Gulick Living Trust 0.039062% 15.064997%				
			Total -					
	Tract 7 ----- 40.0 net acres or 1.92% of Unit (surface) area							
8	T21S-R37E, NMPM Section 12: NW/4 SE/4 (Coll)	40	Fee Lease HBP 3/19/1947 (20) Fee Lease HBP 3/20/1947 Fee Lease HBP 3/22/1947 (3) Fee Lease HBP 3/24/1947 (3) Fee Lease HBP 3/26/1947 (3)	Roy G. Sr. & Opal Barton Rev. Tr. 0.566406% June D. Speight 3.125000% Jon F. Coll 0.976564% Charles H. Coll 0.976564% Eric J. Coll 0.439453% J. Hiram Moore Trust 0.175781% Allie M. Lee Trust 2.724609% Trubee Buford 0.009765% Illene Gulick Living Trust 0.039062% Habel Trust Dtd. 11/15/84 0.130208%	Apache Corporation 99.375% J. L. Reynolds & Jessie M. Reynolds 0.62500% 100.00%	Apache Corporation 99.375% J. L. Reynolds & Jessie M. Reynolds 0.62500% 100.00%		

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
	Lynn Lawrence			0.009765%			
	Stacia Ann Lemaster			0.009765%			
	Richard Grant Lemaster			0.009765%			
	Margaret C. Lemaster			0.009765%			
	Medora M. Lemaster			0.117190%			
	Robin G. Lemaster			0.009766%			
	Cindy Macias			0.009766%			
	National Finance Credit Corp.			0.130208%			
	Clarke C. Coll			0.439453%			
	Jon F. Coll II			0.069727%			
	Melanie Coll de Temple			0.013965%			
	Max W. Coll III			0.013965%			
	Sue Sanders			0.009766%			
	Edith A. Schmidt			0.130208%			
	Gerald R. Sharp			0.130208%			
	Max Coll II			0.585939%			
	The Black Trust			0.130208%			
	Shriners Hospitals for Children			0.908200%			

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				BMCM Partnership LP			
				0.130208%			
				Sally Rodgers			
				0.390626%			
			Total -	12.421875%			
	Tract 8 ----- 40.0 net acres or 1.92% of Unit (surface) area						
9	T21S-R37E, NMPPM Section 12: SW/4 SW/4 (Chesher)	40	Fee Lease HBP 3/19/1947 (20) Fee Lease HBP 3/20/1947 Fee Lease HBP 3/22/1947 (3) Fee Lease HBP 3/24/1947 (3) Fee Lease HBP 3/26/1947 (3) Fee Lease 10/10/2002 (11) Fee Lease 9/24/2004 (7)	Jon F. Coll 0.175781% Charles H. Coll 0.175781% Sally Rodgers 0.070312% Max Coll II 0.105469% Eric J. Coll 0.079101% Clarke C. Coll 0.079101% Jon F. Coll II 0.012551% Melanie Coll de Temple 0.002514% Max W. Coll III 0.002514% Gerald R. Sharp 0.026042% Habeil Trust dbd 11/15/84 0.026042% Edith A. Schmidt 0.026042% June D. Speight 3.125000% J. Hiram Moore Trust 0.175781% National Finance Credit Corp. 0.130208%	Apache Corporation 93.385417% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%	Apache Corporation 93.385417% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%	Apache Corporation 93.385417% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Baynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
	The Black Trust						
	0.130208%						
	BMCN Partnership LP						
	0.130208%						
	Shriners Hospitals for Children						
	0.166016%						
	Allie M. Lee Trust						
	0.498047%						
	Roy G. Sr. & Opal Barton Rev. Tr.						
	1.816406%						
	June S. Brown						
	0.091146%						
	Kay Parker Adkins						
	0.091146%						
	Sara Brown Marshall						
	0.091146%						
	William Bivins						
	0.546875%						
	Joy Ann Bivins Bellan						
	0.546875%						
	Wayman Weldon Holmes						
	0.273437%						
	Boy's Ranch Foundation						
	2.187500%						
	Kenneth Noel Headley						
	0.937500%						
	Charles F. Malone, Trustee of the						
	Charles F. Malone Living Trust						
	0.083333%						
	Gilbert Eaton						
	0.078125%						
	Anne S. Johnson						
	0.041667%						

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
	New Mexico Western Minerals Inc.						
	0.937500%						
	Michael H. Moore						
	0.058594%						
	Edith Coppedge Wheeler						
	0.029297%						
	Mary J. McWhorter						
	0.039063%						
	Ann Dennard Allison						
	0.029297%						
	Davis E. Coppedge						
	0.014648%						
	James E. Coppedge						
	0.014648%						
	Brent W. McWhorter or Ruth A. McWhorter, Trustee of the McWhorter Family Trust dated 2/24/89						
	0.039063%						
	Frank H. Hulfts						
	0.234375%						
	Maura Smyrl Jennings						
	0.468750%						
	Tate Byrne Jennings						
	0.468750%						
	Medora M. Lemaster						
	0.117190%						
	Trubee Buford						
	0.009765%						
	Lynn Lawrence						
	0.009765%						
	Stacia Ann Lemaster						
	0.009765%						
	Richard Grant Lemaster						
	0.009765%						
	Margaret C. Lemaster						
	0.009765%						
	Robin G. Lemaster						
	0.009766%						

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Cindy Macias 0.009766% Sue Sanders 0.009766% Illene Gulick Living Trust 0.039062% <u>14.490233%</u>			
			Total -				
	Tract 9 ----- 40.0 net acres or 1.92% of Unit (surface) area						
10	T21S-R37E, NMPM Section 12: <u>SE/4 SW/4</u> (Plumlee)	40	Fee Lease HBP 3/22/47 (2) Fee Lease HBP 3/5/47 (2) Fee Lease HBP 3/10/1947 Fee Lease HBP 3/17/1947 Fee Lease HBP 3/26/1947 Fee Lease HBP 3/24/1947 Fee Lease HBP 3/19/1947 (2) Fee Lease HBP 3/20/1947	Roy G. Sr. & Opal Barton Rev. Tr. 0.568410% June D. Speight 3.125000% Jon F. Coll 0.175759% Charles H. Coll 0.175770% Max W. Coll III 0.002513% J. Hiram Moore Trust 0.175780% Allie M. Lee Trust 0.498040% Trubee Buford 0.009770% Illene Gulick Living Trust 0.039060% Habel Trust Dtd. 11/15/84 0.130200% Lynn Lawrence 0.009770% Stacia Ann Lemaster 0.009760% Richard Grant Lemaster 0.009770%	Apache Corporation 100.00%	Apache Corporation 100.00%	

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Margaret C. Lemaster 0.009770%			
				Medora M Lemaster 0.117190%			
				Robin G. Lemaster 0.009770%			
				Cindy Macias 0.009760%			
				National Finance Credit Corp. 0.130210%			
				Sue Sanders 0.009760%			
				Edith A. schmidt 0.130210%			
				Gerald R. Sharp 0.130210%			
				Francis R. Reeves 0.781240%			
				Bruce Reeves 0.390630%			
				Virginia D. Phillips 1.562500%			
				Lynn Reeves 0.390620%			
				Ethan A. Walker III 1.562500%			
				The Black Trust 0.130210%			
				Shriners Hospitals for Children 0.166020%			
				Mary Ann Fauble 0.781250%			
				John Morris Plumlee 0.781250%			
				BMCM Partnership LP 0.130210%			
				Max Coll II 0.105474%			
				Melanie Coll de Temple 0.002513%			

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Jon F. Coll II 0.012550%			
				Clarke C. Coll 0.079101%			
				Eric J. Coll 0.079103%			
				Sally Rodgers 0.070316%			
			Total -	12.499969%			
	Tract 10 ----- 40.0 net acres or 1.92% of Unit (surface) area						
11	T21S-R37E, NMMPM Section 12: SW/4 SE/4 (Fields)	40	Fee Lease HBP 3/19/1947 (19) Fee Lease HBP 3/20/1947 Fee Lease HBP 3/22/1947 (3) Fee Lease HBP 3/24/1947 (3) Fee Lease HBP 3/26/1947 (3) Fee Lease 10/10/2002 (11) Fee Lease 9/24/2004 (9)	Jon F. Coll 0.175781% Charles H. Coll 0.175781% Sally Rodgers 0.070312% Max Coll II 0.105469% Eric J. Coll 0.079101% Clarke C. Coll 0.079101% Jon F. Coll II 0.012551% Melanie Coll de Temple 0.002514% Max W. Coll III 0.002514% Gerald R. Sharp 0.026042% Habel Trust dbd 11/15/84 0.026042% Edith A. Schmidt 0.026042% June D. Speight 3.125000% J. Hiram Moore Trust 0.175781%	Apache Corporation 93.385417% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Raynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%		Apache Corporation 93.385417% Elizabeth Eaton 0.416667% Earl Malone MD 0.416667% Raynard W. Malone, Trustee of The Andersen-Malone Trust 0.416667% Rosser E. Schwarz 0.208333% David H. Arrington 0.156250% P. L. Lawrence, Jr. Estate 5.000000% 100.00%

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Anne S. Johnson 0.041667%			
				New Mexico Western Minerals Inc. 0.937500%			
				Michael H. Moore 0.058594%			
				Edith Coppedge Wheeler 0.029297%			
				Mary J. McWhorter 0.039063%			
				Ann Dennard Allison 0.029297%			
				Davis E. Coppedge 0.014648%			
				James E. Coppedge 0.014648%			
				Brent W. McWhorter or Ruith A. McWhorter, Trustee of the McWhorter Family Trust dated 2/24/89 0.039063%			
				Frank H. Hults 0.234375%			
				Maura Smyrl Jennings 0.468750%			
				Tate Byrne Jennings 0.468750%			
				Priscilla F. Gilmore 0.937500%			
				Patricia D. Lee 0.937500%			
				Medora M. Lemaster 0.117190%			
				Trubee Buford 0.009765%			
				Lynn Lawrence 0.009765%			

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Stacia Ann Lemaster 0.009765%			
				Richard Grant Lemaster 0.009765%			
				Margaret C. Lemaster 0.009765%			
				Robin G. Lemaster 0.009766%			
				Cindy Macias 0.009766%			
				Sue Sanders 0.009766%			
				Illene Gulick Living Trust 0.039062%			
				TOTAL - 15.115233%			
12	Tract 11 ----- 40.0 net acres or 1.92% of Unit (surface) area T21S-R37E, NMPM Section 14: W/2 NE/4 (Smith)	80	Fee Lease HBP 4/7/1947 Fee Lease HBP 3/17/1947 Fee Lease HBP 3/19/1947 Fee Lease HBP 3/21/1947	Jack Markham 0.195310% John Redfern III 0.065100% Joy M. Winn 0.781250% Fairway Oil and Gas Company 0.195310% J. R. Cone, et ux 0.390630% Allie M. Lee Trust 2.343750% Waikiki Partners LP 0.065110% Montgomery Petroleum Inc. 0.048830% Ronald O. Holman 0.016280% Charles D. Sands 0.390630%	Apache Corporation 100.00% Chevron U.S.A. Inc. 4.10% Apache Corporation 100.00% Apache Corporation 100.00%	Apache Corporation 100.00%	Apache Corporation 100.00%

TRACT NO.	DESCRIPTION OF LAND LEASE NAME	NUMBER OF ACRES	SERIAL NO. EXPIRATION AND DATE OF LEASE(S)	BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)	CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)	OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)	WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)
				Estate of R. H. Fulton 0.195310%			
				CCTC Ltd. Successor Trustee FBO 0.781250%			
				M. H. McGrail Testamentary Trust 1.562500%			
				Benischek Properties LLC 0.781250%			
				Shriners Hospitals for Children 0.781250%			
				Smith-Todd Properties Ltd. Co. 0.781250%			
				Grooms Trust UAD 12/15/1982 0.341798%			
				John Abney 0.039062%			
				AMCO Resources 0.175781%			
				Mitchell Minerals LLC 0.175781%			
				Pure Resources LP 3.125000%			
				<u>13.232432%</u>			
			TOTAL -				
	Tract 12 ----- 80.0 net acres or 3.84% of Unit (surface) area						
13	T21S-R37E, NMPM Section 13: N/2 NW/4; NW/4 NE/4 (Gulf Bunin)	120	Fee Lease HBP 10/14/1944	N. B. Bunnin Properties 12.500000%	Apache Corporation 100.00%	Chevron U.S.A. Inc. 5.47% Daniel L. Veirs 0.50%	Apache Corporation 100.00%
	Tract 13 ----- 120.0 net acres or 5.77% of Unit (surface) area						

<u>TRACT NO.</u>	<u>DESCRIPTION OF LAND LEASE NAME</u>	<u>NUMBER OF ACRES</u>	<u>SERIAL NO. EXPIRATION AND DATE OF LEASE(S)</u>	<u>BASIC ROYALTY OWNERSHIP AND PERCENTAGE(S)</u>	<u>CURRENT OWNER(S) OF RECORD TITLE AND PERCENTAGE(S)</u>	<u>OVERRIDING ROYALTY OWNER AND PERCENTAGE(S)</u>	<u>WORKING INTEREST OWNERS(S) AND PERCENTAGE(S)</u>
	Total Fee Lands	= 440.00	Acres or 21.15%				
	Total Federal Lands	= 1640.00	Acres or 78.85%				
	TOTAL UNIT	2080.00	Acres or 100.00%				

EXHIBIT "B-2"

Attached to and made a part of that certain
Unit Operating Agreement dated March 1, 2005,
EAST BLINEBRY-DRINKARD UNIT AREA
Apache Corporation, as Unit Operator,
Lea County, New Mexico

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
FEDERAL LANDS			
1A	Elliott Industries Ltd.	20%	0.00207
	(Blinebry Elliott-Hall Company Formation)	20%	0.00207
	T.H. McElvain Oil & Gas Ltd Partnership	60%	0.00622
	Total	100.00%	0.010369
1A	T.H. McElvain Oil & Gas Ltd Partnership	51.39%	0.000247
	(Tubb & Elliott Industries Drinkard Limited Partnership Formation)	17.13%	0.000082
	Elliott-Hall Company Limited Partnership	17.13%	0.000082
	Tierra Exploration, Inc.	8.75%	0.000042
	Watson Truck & Supply, Inc.	2.10%	0.000010
	Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship	1.40%	0.000007
	Frank A. Gilsplin	0.8750%	0.000004
	K. D. McPeters	0.3500%	0.000002
	Triple H. Resources, Inc.	0.8750%	0.000004
	Total	100.00%	0.000481
1B	Elliott Industries Ltd.	20%	0.001982
	(Blinebry Elliott-Hall Company Formation)	20%	0.001982
	T.H. McElvain Oil & Gas Ltd Partnership	60%	0.005945
	Total	100.00%	0.009909

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
1B (Tubb & Drinkard Formation)	T.H. McElvain Oil & Gas Ltd Partnership	47.70%	0.0481%
	Elliott Industries Limited Partnership	15.90%	0.0481%
	Elliott-Hall Company Limited Partnership	15.90%	0.0481%
	Tierra Exploration, Inc.	12.50%	0.0481%
	Watson Truck & Supply, Inc.	3.00%	0.0481%
	Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship	2.00%	0.0481%
	Frank A. Glispin	1.2500%	0.0481%
	K. D. McPeters	0.5000%	0.0481%
	Triple H. Resources, Inc.	1.2500%	0.0481%
	Total	100.00%	0.000229 0.000076 0.000076 0.000060 0.000014 0.000010 0.000006 0.000002 0.000006 0.000481
1C	Elliott Industries Ltd.	20%	2.6760%
	Elliott-Hall Company	20%	2.6760%
	T.H. McElvain Oil & Gas Ltd Partnership	60%	2.6760%
	Total	100.00%	0.005352 0.005352 0.016056 0.026760
1D (Blinbry Formation)	Elliott Industries Ltd.	20%	1.3244%
	Elliott-Hall Company	20%	1.3244%
	T.H. McElvain Oil & Gas Ltd Partnership	60%	1.3244%
	Total	100.00%	0.002649 0.002649 0.007946 0.013244
1D (Tubb & Drinkard Formation)	T.H. McElvain Oil & Gas Ltd Partnership	47.70%	0.0481%
	Elliott Industries Limited Partnership	15.90%	0.0481%
	Elliott-Hall Company Limited Partnership	15.90%	0.0481%
	Tierra Exploration, Inc.	12.50%	0.0481%
	Watson Truck & Supply, Inc.	3.00%	0.0481%
	Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship	2.00%	0.0481%
	Frank A. Glispin	1.2500%	0.0481%
	Total	100.00%	0.000229 0.000076 0.000076 0.000060 0.000014 0.000010 0.000006 0.000002 0.000006 0.000481

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
	K. D. McPeters	0.5000%	0.0481%
	Triple H. Resources, Inc.	1.2500%	0.0481%
	Total	100.00%	0.000461
2	Apache Corporation	100%	3.4809%
	Total	100.00%	0.034809
3	Elliott Industries Ltd.	20%	4.2742%
	Elliott-Hall Company	20%	4.2742%
	T.H. McElvain Oil & Gas Ltd Partnership	60%	4.2742%
	Total	100.00%	0.042742
4	Elliott Industries Ltd.	20%	2.0279%
	(Blinbry Elliott-Hall Company	20%	2.0279%
	Formation) T.H. McElvain Oil & Gas Ltd Partnership	60%	2.0279%
	Total	100.00%	0.020279
4	Exxon Co. USA	100%	0.0962%
	(Tubb & Drinkard Formation)	100.00%	0.000962
5A	Apache Corporation	50%	32.1724%
	BP America Production Co.	25%	32.1724%
	Chevron USA Inc	25%	32.1724%
	Total	100.00%	0.321724
5B	Apache Corporation	50.00%	1.5199%
	(Blinbry BP America Production Co.	25.00%	1.5199%
	& Tubb Chevron USA Inc	25.00%	1.5199%
	Formation)	100.00%	0.015199

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
5B	Apache Corporation	93.75%	0.027508
	Letunich Oil Company	6.25%	0.001834
	Total	100.00%	0.029342
5C	Apache Corporation (Blinebry)	100%	0.212751
	Total	100.00%	0.212751
5C	Apache Corporation	75%	0.030034
	Chevron USA Inc (Tubb, Drinkard)	25%	0.010011
	Total	100.00%	0.040045
<u>FEE LANDS</u>			
6	Apache Corporation	99.375%	0.019924
	J. L. Reynolds & Jessie M. Reynolds	0.6250%	0.000125
	Total	100.00%	0.020049
7	Apache Corporation	93.1017%	0.009245
	Kenneth Long	0.0417%	0.000004
	Marsha Cockrell	0.0417%	0.000004
	Donald Long	0.0417%	0.000004
	Ora Lee Jones	0.1587%	0.000016
	Elizabeth Eaton	0.4167%	0.000041
	Earl Malone MD	0.4167%	0.000041
	Baynard W. Malone, Trustee of the Andersen-Malone Trust	0.4167%	0.000041
	Rosser E. Schwarz	0.2083%	0.000021
	David H. Arrington	0.1562%	0.000016
	P. L. Lawrence, Jr. Estate	5.0000%	0.000497
	Total	100.00%	0.009930
8	Apache Corporation	99.375%	0.012154

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
	J. L. Reynolds & Jessie M. Reynolds	0.6250%	1.2230%
	Total	100.00%	0.012230
9	Apache Corporation	93.3854%	1.6254%
	Elizabeth Eaton	0.4167%	1.6254%
	Earl Malone MD	0.4167%	1.6254%
	Baynard W. Malone, Trustee of the Andersen-Malone Trust	0.4167%	1.6254%
	Rosser E. Schwarz	0.2083%	1.6254%
	David H. Arrington	0.1562%	1.6254%
	P. L. Lawrence, Jr. Estate	5.0000%	1.6254%
	Total	100.00%	0.016254
10	Apache Corporation	100%	1.0620%
	Total	100.00%	0.010620
11	Apache Corporation	93.3854%	0.6366%
	Elizabeth Eaton	0.4167%	0.6366%
	Earl Malone MD	0.4167%	0.6366%
	Baynard W. Malone, Trustee of the Andersen-Malone Trust	0.4167%	0.6366%
	Rosser E. Schwarz	0.2083%	0.6366%
	David H. Arrington	0.1562%	0.6366%
	P. L. Lawrence, Jr. Estate	5.0000%	0.6366%
	Total	100.00%	0.006366

TRACT NO.	WORKING INTEREST OWNER	WORKING INTEREST IN TRACT	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
12	Apache Corporation	100%	0.089886
	Total	100.00%	0.089886
13	Apache Corporation	100%	0.055087
	Total	100.00%	0.055087
	FEDERAL LANDS	TOTAL	0.779578
	FEE LANDS	TOTAL	0.220422
	TOTAL FEDERAL & FEE LANDS		<u><u>1.000000</u></u>

EXHIBIT "B-3"

Attached to and made a part of that certain
Unit Operating Agreement dated March 1, 2005,
EAST BLINEBRY-DRINKARD UNIT AREA
Apache Corporation, as Unit Operator,
Lea County, New Mexico

TRACT NO.	SERIAL NUMBER	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
FEDERAL LANDS		
1A	LC-065525 (Blinebry Formation)	0.010369
1A	LC-065525 (Tubb & Drinkard Formation)	0.000481
1B	LC-065525 (Blinebry Formation)	0.009909
1B	LC-065525 (Tubb & Drinkard Formation)	0.000481
1C	LC-065525	0.02676
1D	LC-065525 (Blinebry Formation)	0.013244
1D	LC-065525 (Tubb & Drinkard Formation)	0.000481
2	LC-065525-A	0.034809
3	LC-065525-B	0.042742
4	LC-065455 (Blinebry Formation)	0.020279
4	LC-065455 (Tubb & Drinkard Formation)	0.000962
5A	LC-032096-B	0.321724
5B	LC-032096-B (Blinebry & Tubb Formation)	0.015199
5B	LC-032096-B (Drinkard Formation)	0.029342
5C	LC-032096-B (Blinebry Formation)	0.212751
5C	LC-032096-B (Tubb & Drinkard Formation)	0.040045
	FEDERAL LANDS	0.779578

TRACT NO.	SERIAL NUMBER	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
<u>FEE LANDS</u>		
6	Fee Lease	0.020049
7	Fee Lease	0.00993
8	Fee Lease	0.01223
9	Fee Lease	0.016254
10	Fee Lease	0.01062
11	Fee Lease	0.006366
12	Fee Lease	0.089886
13	Fee Lease	0.055087
	FEE LANDS	0.22042
	TOTAL FEDERAL & FEE LANDS	1.00000

EXHIBIT "C"

Attached to and made a part of that certain
Unit Operating Agreement dated March 1, 2005,
EAST BLINEBRY-DRINKARD UNIT AREA
Apache Corporation, as Unit Operator,
Lea County, New Mexico

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)	
2	Apache Corporation		100%	0.034809	
6			99.3750%	0.019924	
7			93.1017%	0.009245	
8			99.3750%	0.012154	
9			93.3854%	0.015179	
10			100%	0.010620	
11			93.3854%	0.005945	
12			100%	0.089886	
13			100%	0.055087	
5A				50%	0.160862
5B			Blinebry/Tubb	50%	0.007600
5B			Drinkard	93.7500%	0.027508
5C			Blinebry	100%	0.212751
5C			Drinkard/Tubb	75%	0.030034
		TOTAL			0.691602
7	Baynard W. Malone, Trustee of the Andersen-Malone Trust		0.4167%	0.000041	
9			0.4167%	0.000068	
11			0.4167%	0.000027	
	TOTAL			0.000136	
5A	BP America Production Co.		25.00%	0.080431	
5B		Blinebry/Tubb	25.00%	0.003800	
	TOTAL			0.084231	

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
5A 5B 5C	Chevron USA Inc	Blinebry/Tubb Drinkard/Tubb	25.00% 25.00% 25.00%	0.080431 0.003800 0.010011 0.094242
	TOTAL			
1A 1B 1D	Christopher R. Wilkinson and Christine A. Wilkinson, Joint Tenants with Right of Survivorship	Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard	1.45% 2.00% 2.00%	0.000007 0.000010 0.000010 0.000026
	TOTAL			
7 9 11	David H. Arrington		0.1562% 0.1562% 0.1562%	0.000016 0.000025 0.000010 0.000051
	TOTAL			
7	Donald Long		0.0417%	0.000004 0.000004
	TOTAL			
7 9 11	Earl Malone MD		0.4167% 0.4167% 0.4167%	0.000041 0.000068 0.000027 0.000136
	TOTAL			
7 9 11	Elizabeth Eaton		0.4167% 0.4167% 0.4167%	0.000041 0.000068 0.000027 0.000136
	TOTAL			

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
1A 1B 1D 3 4 1A 1B 1C 1D	Elliott Industries Limited Partnership	Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard Blinebry Blinebry Blinebry Blinebry	17.05% 15.90% 15.90% 20% 20% 20% 20% 20%	0.000082 0.000076 0.000076 0.008548 0.004056 0.002074 0.001982 0.005352 0.002649 0.024896
	TOTAL			
3 4 1A 1B 1C 1D 1A 1B 1D	Elliott-Hall Company Limited Partnership	Blinebry Blinebry Blinebry Blinebry Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard	20% 20% 20% 20% 20% 17.05% 15.90% 15.90%	0.008548 0.004056 0.002074 0.001982 0.005352 0.002649 0.000082 0.000076 0.000076 0.024896
	TOTAL			
4	Exxon Co. USA	Tubb & Drinkard	100%	0.000962 0.000962
	TOTAL			
1A 1B 1D	Frank A. Gilsipin	Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard	0.8750% 1.2500% 1.2500%	0.000004 0.000006 0.000006 0.000016
	TOTAL			

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
6 8	J. L. Reynolds & Jessie M. Reynolds		0.6250% 0.6250%	0.000125 0.000076 0.000202
	TOTAL			
1A 1B 1D	K. D. McPeters	Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard	0.3612% 0.5000% 0.5000%	0.000002 0.000002 0.000002 0.000007
	TOTAL			
7	Kenneth Long		0.0417%	0.000004 0.000004
	TOTAL			
7	Lawrence Dale Long		0.2083%	0.000021 0.000021
	TOTAL			
5B	Lettunich Oil Company	Drinkard	6.25%	0.001834 0.001834
	TOTAL			
7	Marsha Cockrell		0.0417%	0.000004 0.000004
	TOTAL			
3 4 1A 1B 1C 1D 1A 1B 1D	T.H. McElvain Oil & Gas Ltd Partnership	Blinebry Blinebry Blinebry Blinebry Tubb & Drinkard Tubb & Drinkard Tubb & Drinkard	60% 60% 60% 60% 60% 60% 51.39% 47.70% 47.70%	0.025645 0.012167 0.006221 0.005945 0.016056 0.007946 0.000247 0.000229 0.000229 0.074688
	TOTAL			

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
7	Ora Lee Jones, Life Estate		0.1587%	0.000016
	TOTAL			0.000016
7	P. L. Lawrence, Jr. Estate		5.0000%	0.000497
9			5.0000%	0.000813
11			5.0000%	0.000318
	TOTAL			0.001628
7	Rosser E. Schwarz		0.2083%	0.000021
9			0.2083%	0.000034
11			0.2083%	0.000013
	TOTAL			0.000068
1A	Tierra Exploration, Inc.	Tubb & Drinkard	8.75%	0.000042
1B		Tubb & Drinkard	12.50%	0.000060
1D		Tubb & Drinkard	12.50%	0.000060
	TOTAL			0.000162
1A	Triple H. Resources, Inc.	Tubb & Drinkard	0.8750%	0.000004
1B		Tubb & Drinkard	1.2500%	0.000006
1D		Tubb & Drinkard	1.2500%	0.000006
	TOTAL			0.000016

TRACT NO.	WORKING INTEREST OWNER	FORMATIONS	TRACT PARTICIPATION	TRACT OIL AND GAS PARTICIPATIONS (BY TRACTS)
1A	Watson Truck & Supply, Inc.	Tubb & Drinkard	2.10%	0.000010
1B		Tubb & Drinkard	3.00%	0.000014
1D		Tubb & Drinkard	3.00%	0.000014
	TOTAL			0.000039
	TOTAL			1.0000

EXHIBIT " D "

Attached to and made a part of that certain Unit Operating Agreement dated the 1st day of March 2005,
for the East Blinbery Drinkard Unit, located in Lea County, New Mexico.

ACCOUNTING PROCEDURE JOINT OPERATIONS

I. GENERAL PROVISIONS

1. Definitions

- "Joint Property" shall mean the real and personal property subject to the agreement to which this Accounting Procedure is attached.
- "Joint Operations" shall mean all operations necessary or proper for the development, operation, protection and maintenance of the Joint Property.
- "Joint Account" shall mean the account showing the charges paid and credits received in the conduct of the Joint Operations and which are to be shared by the Parties.
- "Operator" shall mean the party designated to conduct the Joint Operations.
- "Non-Operators" shall mean the Parties to this agreement other than the Operator.
- "Parties" shall mean Operator and Non-Operators.
- "First Level Supervisors" shall mean those employees whose primary function in Joint Operations is the direct supervision of other employees and/or contract labor directly employed on the Joint Property in a field operating capacity.
- "Technical Employees" shall mean those employees having special and specific engineering, geological or other professional skills, and whose primary function in Joint Operations is the handling of specific operating conditions and problems for the benefit of the Joint Property.
- "Personal Expenses" shall mean travel and other reasonable reimbursable expenses of Operator's employees.
- "Material" shall mean personal property, equipment or supplies acquired or held for use on the Joint Property.
- "Controllable Material" shall mean Material which at the time is so classified in the Material Classification Manual as most recently recommended by the Council of Petroleum Accountants Societies.

2. Statement and Billings

Operator shall bill Non-Operators on or before the last day of each month for their proportionate share of the Joint Account for the preceding month. Such bills will be accompanied by statements which identify the authority for expenditure, lease or facility, and all charges and credits summarized by appropriate classifications of investment and expense except that items of Controllable Material and unusual charges and credits shall be separately identified and fully described in detail.

3. Advances and Payments by Non-Operators

- A. Unless otherwise provided for in the agreement, the Operator may require the Non-Operators to advance their share of estimated cash outlay for the succeeding month's operation within fifteen (15) days after receipt of the billing or by the first day of the month for which the advance is required, whichever is later. Operator shall adjust each monthly billing to reflect advances received from the Non-Operators.
- thirty (30)
- B. Each Non-Operator shall pay its proportion of all bills within ~~fifteen (15)~~ days after receipt. If payment is not made within such time, the unpaid balance shall bear interest monthly at the prime rate in effect at Chase
Manhattan Bank, NY** on the first day of the month in which delinquency occurs plus 1% or the maximum contract rate permitted by the applicable usury laws in the state in which the Joint Property is located, whichever is the lesser, plus attorney's fees, court costs, and other costs in connection with the collection of unpaid amounts.
- **New York, NY

4. Adjustments

Payment of any such bills shall not prejudice the right of any Non-Operator to protest or question the correctness thereof; provided, however, all bills and statements rendered to Non-Operators by Operator during any calendar year shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such calendar year, unless within the said twenty-four (24) month period a Non-Operator takes written exception thereto and makes claim on Operator for adjustment. No adjustment favorable to Operator shall be made unless it is made within the same prescribed period. The provisions of this paragraph shall not prevent adjustments resulting from a physical inventory of Controllable Material as provided for in Section V.

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5. Audits

- A. A Non-Operator, upon notice in writing to Operator and all other Non-Operators, shall have the right to audit Operator's accounts and records relating to the Joint Account for any calendar year within the twenty-four (24) month period following the end of such calendar year; provided, however, the making of an audit shall not extend the time for the taking of written exception to and the adjustments of accounts as provided for in Paragraph 4 of this Section I. Where there are two or more Non-Operators, the Non-Operators shall make every reasonable effort to conduct a joint audit in a manner which will result in a minimum of inconvenience to the Operator. Operator shall bear no portion of the Non-Operators' audit cost incurred under this paragraph unless agreed to by the Operator. The audits shall not be conducted more than once each year without prior approval of Operator, except upon the resignation or removal of the Operator, and shall be made at the expense of those Non-Operators approving such audit.
- C. The Operator shall reply in writing to an audit report within 180 days after receipt of such report.

6. Approval By Non-Operators

Where an approval or other agreement of the Parties or Non-Operators is expressly required under other sections of this Accounting Procedure and if the agreement to which this Accounting Procedure is attached contains no contrary provisions in regard thereto, Operator shall notify all Non-Operators of the Operator's proposal, and the agreement or approval of a majority in interest of the Non-Operators shall be controlling on all Non-Operators.

II. DIRECT CHARGES

Operator shall charge the Joint Account with the following items: 1.

1. Ecological and Environmental

Costs incurred for the benefit of the Joint Property as a result of governmental or regulatory requirements to satisfy environmental considerations applicable to the Joint Operations. Such costs may include surveys of an ecological or archaeological nature and pollution control procedures as required by applicable laws and regulations.

2. Rentals and Royalties

Lease rentals and royalties paid by Operator for the Joint Operations.

3. Labor

- A. (1) Salaries and wages of Operator's field employees directly employed on the Joint Property in the conduct of Joint Operations.
- (2) Salaries of First Level Supervisors in the field.
- (3) Salaries and wages of Technical Employees directly employed on the Joint Property if such charges are excluded from the overhead rates.
- (5) Salaries and wages of Technical Employees either temporarily or permanently assigned to and directly employed in the operation of the Joint Property if such charges are excluded from the overhead rates.
- B. Operator's cost of holiday, vacation, sickness and disability benefits and other customary allowances paid to employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II. Such costs under this Paragraph 3B may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages chargeable to the Joint Account under Paragraph 3A of this Section II. If percentage assessment is used, the rate shall be based on the Operator's cost experience.
- C. Expenditures or contributions made pursuant to assessments imposed by governmental authority which are applicable to Operator's costs chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II.
- D. Personal Expenses of those employees whose salaries and wages are chargeable to the Joint Account under Paragraph 3A of this Section II.

4. Employee Benefits

Operator's current costs of established plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus, and other benefit plans of a like nature, applicable to Operator's labor cost chargeable to the Joint Account under Paragraphs 3A and 3B of this Section II shall be Operator's actual cost not to exceed the percent most recently recommended by the Council of Petroleum Accountants Societies.

5. Material

Material purchased or furnished by Operator for use on the Joint Property as provided under Section IV. Only such Material shall be purchased for or transferred to the Joint Property as may be required for immediate use and is reasonably practical and consistent with efficient and economical operations. The accumulation of surplus stocks shall be avoided.

6. Transportation

Transportation of employees and Material necessary for the Joint Operations but subject to the following limitations:

- A. If Material is moved to the Joint Property from the Operator's warehouse or other properties, no charge shall be made to the Joint Account for a distance greater than the distance from the nearest reliable supply store where like material is normally available or railway receiving point nearest the Joint Property unless agreed to by the Parties.

B. If surplus Material is moved to Operator's warehouse or other storage point, no charge shall be made to the Joint Account for a distance greater than the distance to the nearest reliable supply store where like material is normally available, or railway receiving point nearest the Joint Property unless agreed to by the Parties. No charge shall be made to the Joint Account for moving Material to other properties belonging to Operator, unless agreed to by the Parties.

C. In the application of subparagraphs A and B above, the option to equalize or charge actual trucking cost is available when the actual charge is \$400 or less excluding accessorial charges. The \$400 will be adjusted to the amount most recently recommended by the Council of Petroleum Accountants Societies.

7. Services

The cost of contract services, equipment and utilities provided by outside sources, except services excluded by Paragraph 10 of Section II and Paragraph i, ii, and iii, of Section III. The cost of professional consultant services and contract services of technical personnel directly engaged on the Joint Property if such charges are excluded from the overhead rates. The cost of professional consultant services or contract services of technical personnel not directly engaged on the Joint Property shall not be charged to the Joint Account unless previously agreed to by the Parties.

8. Equipment and Facilities Furnished By Operator

A. Operator shall charge the Joint Account for use of Operator owned equipment and facilities at rates commensurate with costs of ownership and operation. Such rates shall include costs of maintenance, repairs, other operating expense, insurance, taxes, depreciation, and interest on gross investment less accumulated depreciation not to exceed ten percent (10 %) per annum. Such rates shall not exceed average commercial rates currently prevailing in the immediate area of the Joint Property.

B. In lieu of charges in paragraph 8A above, Operator may elect to use average commercial rates prevailing in the immediate area of the Joint Property less 20%. For automotive equipment, Operator may elect to use rates published by the Petroleum Motor Transport Association.

9. Damages and Losses to Joint Property

All costs or expenses necessary for the repair or replacement of Joint Property made necessary because of damages or losses incurred by fire, flood, storm, theft, accident, or other cause, except those resulting from Operator's gross negligence or willful misconduct. Operator shall furnish Non-Operator written notice of damages or losses incurred as soon as practicable after a report thereof has been received by Operator.

10. Legal Expense

Expense of handling, investigating and settling litigation or claims, discharging of liens, payment of judgements and amounts paid for settlement of claims incurred in or resulting from operations under the agreement or necessary to protect or recover the Joint Property, except that no charge for services of Operator's legal staff or fees or expense of outside attorneys shall be made unless previously agreed to by the Parties. All other legal expense is considered to be covered by the overhead provisions of Section III unless otherwise agreed to by the Parties, except as provided in Section I, Paragraph 3.

11. Taxes

All taxes of every kind and nature assessed or levied upon or in connection with the Joint Property, the operation thereof, or the production therefrom, and which taxes have been paid by the Operator for the benefit of the Parties. If the ad valorem taxes are based in whole or in part upon separate valuations of each party's working interest, then notwithstanding anything to the contrary herein, charges to the Joint Account shall be made and paid by the Parties hereto in accordance with the tax value generated by each party's working interest.

12. Insurance

Net premiums paid for insurance required to be carried for the Joint Operations for the protection of the Parties. In the event Joint Operations are conducted in a state in which Operator may act as self-insurer for Worker's Compensation and/ or Employers Liability under the respective state's laws, Operator may, at its election, include the risk under its self-insurance program and in that event, Operator shall include a charge at Operator's cost not to exceed manual rates.

13. Abandonment and Reclamation

Costs incurred for abandonment of the Joint Property, including costs required by governmental or other regulatory authority.

14. Communications

Cost of acquiring, leasing, installing, operating, repairing and maintaining communication systems, including radio and microwave facilities directly serving the Joint Property. In the event communication facilities/systems serving the Joint Property are Operator owned, charges to the Joint Account shall be made as provided in Paragraph 8 of this Section II.

15. Other Expenditures

Any other expenditure not covered or dealt with in the foregoing provisions of this Section II, or in Section III and which is of direct benefit to the Joint Property and is incurred by the Operator in the necessary and proper conduct of the Joint Operations.

III. OVERHEAD

1. Overhead - Drilling and Producing Operations

- i. As compensation for administrative, supervision, office services and warehousing costs, Operator shall charge drilling and producing operations on either:

Fixed Rate Basis, Paragraph 1A, or

Percentage Basis, Paragraph 1B

Unless otherwise agreed to by the Parties, such charge shall be in lieu of costs and expenses of all offices and salaries or wages plus applicable burdens and expenses of all personnel, except those directly chargeable under Paragraph 3A, Section II. The cost and expense of services from outside sources in connection with matters of taxation, traffic, accounting or matters before or involving governmental agencies shall be considered as included in the overhead rates provided for in the above selected Paragraph of this Section III unless such cost and expense are agreed to by the Parties as a direct charge to the Joint Account.

- ii. The salaries, wages and Personal Expenses of Technical Employees and/or the cost of professional consultant services and contract services of technical personnel directly employed on the Joint Property:

shall be covered by the overhead rates, or

shall not be covered by the overhead rates.

- iii. The salaries, wages and Personal Expenses of Technical Employees and/or costs of professional consultant services and contract services of technical personnel either temporarily or permanently assigned to and directly employed in the operation of the Joint Property:

shall be covered by the overhead rates, or

shall not be covered by the overhead rates.

A. Overhead - Fixed Rate Basis

- (1) Operator shall charge the Joint Account at the following rates per well per month:

Drilling Well Rate \$ 4,250
(Prorated for less than a full month)

Producing Well Rate \$ 425

- (2) Application of Overhead - Fixed Rate Basis shall be as follows:

(a) Drilling Well Rate

- (1) Charges for drilling wells shall begin on the date the well is spudded and terminate on the date the drilling rig, completion rig, or other units used in completion of the well is released, whichever is later, except that no charge shall be made during suspension of drilling or completion operations for fifteen (15) or more consecutive calendar days.
- (2) Charges for wells undergoing any type of workover or recompletion for a period of five (5) consecutive work days or more shall be made at the drilling well rate. Such charges shall be applied for the period from date workover operations, with rig or other units used in workover, commence through date of rig or other unit release, except that no charge shall be made during suspension of operations for fifteen (15) or more consecutive calendar days.

(b) Producing Well Rates

- (1) An active well either produced or injected into for any portion of the month shall be considered as a one-well charge for the entire month.
- (2) Each active completion in a multi-completed well in which production is not commingled down hole shall be considered as a one-well charge providing each completion is considered a separate well by the governing regulatory authority.
- (3) An inactive gas well shut in because of overproduction or failure of purchaser to take the production shall be considered as a one-well charge providing the gas well is directly connected to a permanent sales outlet.
- (4) A one-well charge shall be made for the month in which plugging and abandonment operations are completed on any well. This one-well charge shall be made whether or not the well has produced except when drilling well rate applies.
- (5) All other inactive wells (including but not limited to inactive wells covered by unit allowable, lease allowable, transferred allowable, etc.) shall not qualify for an overhead charge.
- (3) The well rates shall be adjusted as of the first day of April each year following the effective date of the agreement to which this Accounting Procedure is attached. The adjustment shall be computed by multiplying the rate currently in use by the percentage increase or decrease in the average weekly earnings of Crude Petroleum and Gas Production Workers for the last calendar year compared to the calendar year preceding as shown by the index of average weekly earnings of Crude Petroleum and Gas Production Workers as published by the United States Department of Labor, Bureau of Labor Statistics, or the equivalent Canadian index as published by Statistics Canada, as applicable. The adjusted rates shall be the rates currently in use, plus or minus the computed adjustment.

B. Overhead - Percentage Basis

- (1) Operator shall charge the Joint Account at the following rates:

(a) Development

Percent (____ %) of the cost of development of the Joint Property exclusive of costs provided under Paragraph 10 of Section II and all salvage credits.

(b) Operating

Percent (____ %) of the cost of operating the Joint Property exclusive of costs provided under Paragraphs 2 and 10 of Section II, all salvage credits, the value of injected substances purchased for secondary recovery and all taxes and assessments which are levied, assessed and paid upon the mineral interest in and to the Joint Property.

(2) Application of Overhead - Percentage Basis shall be as follows:

For the purpose of determining charges on a percentage basis under Paragraph 1B of this Section III, development shall include all costs in connection with drilling, re-drilling, deepening, or any remedial operations on any or all wells involving the use of drilling rig and crew capable of drilling to the producing interval on the Joint Property; also, preliminary expenditures necessary in preparation for drilling and expenditures incurred in abandoning when the well is not completed as a producer, and original cost of construction or installation of fixed assets, the expansion of fixed assets and any other project clearly discernible as a fixed asset, except Major Construction as defined in Paragraph 2 of this Section III. All other costs shall be considered as operating.

2. Overhead - Major Construction

To compensate Operator for overhead costs incurred in the construction and installation of fixed assets, the expansion of fixed assets, and any other project clearly discernible as a fixed asset required for the development and operation of the Joint Property, Operator shall either negotiate a rate prior to the beginning of construction, or shall charge the Joint Account for overhead based on the following rates for any Major Construction project in excess of \$ 25,000

A. 5 % of first \$100,000 or total cost if less, plus

B. 3 % of costs in excess of \$100,000 but less than \$1,000,000, plus

C. 2 % of costs in excess of \$1,000,000.

Total cost shall mean the gross cost of any one project. For the purpose of this paragraph, the component parts of a single project shall not be treated separately and the cost of drilling and workover wells and artificial lift equipment shall be excluded.

3. Catastrophe Overhead

To compensate Operator for overhead costs incurred in the event of expenditures resulting from a single occurrence due to oil spill, blowout, explosion, fire, storm, hurricane, or other catastrophes as agreed to by the Parties, which are necessary to restore the Joint Property to the equivalent condition that existed prior to the event causing the expenditures, Operator shall either negotiate a rate prior to charging the Joint Account or shall charge the Joint Account for overhead based on the following rates:

A. 5 % of total costs through \$100,000; plus

B. 3 % of total costs in excess of \$100,000 but less than \$1,000,000; plus

C. 2 % of total costs in excess of \$1,000,000.

Expenditures subject to the overheads above will not be reduced by insurance recoveries, and no other overhead provisions of this Section III shall apply.

4. Amendment of Rates

The overhead rates provided for in this Section III may be amended from time to time only by mutual agreement between the Parties hereto if, in practice, the rates are found to be insufficient or excessive.

IV. PRICING OF JOINT ACCOUNT MATERIAL PURCHASES, TRANSFERS AND DISPOSITIONS

Operator is responsible for Joint Account Material and shall make proper and timely charges and credits for all Material movements affecting the Joint Property. Operator shall provide all Material for use on the Joint Property; however, at Operator's option, such Material may be supplied by the Non-Operator. Operator shall make timely disposition of idle and/or surplus Material, such disposal being made either through sale to Operator or Non-Operator, division in kind, or sale to outsiders. Operator may purchase, but shall be under no obligation to purchase, interest of Non-Operators in surplus condition A or B Material. The disposal of surplus Controllable Material not purchased by the Operator shall be agreed to by the Parties.

1. Purchases

Material purchased shall be charged at the price paid by Operator after deduction of all discounts received. In case of Material found to be defective or returned to vendor for any other reasons, credit shall be passed to the Joint Account when adjustment has been received by the Operator.

2. Transfers and Dispositions

Material furnished to the Joint Property and Material transferred from the Joint Property or disposed of by the Operator, unless otherwise agreed to by the Parties, shall be priced on the following basis exclusive of cash discounts:

A. New Material (Condition A)

(1) Tubular Goods Other than Line Pipe

- (a) Tubular goods, sized 2% inches OD and larger, except line pipe, shall be priced at Eastern mill published carload base prices effective as of date of movement plus transportation cost using the 80,000 pound carload weight basis to the railway receiving point nearest the Joint Property for which published rail rates for tubular goods exist. If the 80,000 pound rail rate is not offered, the 70,000 pound or 90,000 pound rail rate may be used. Freight charges for tubing will be calculated from Lorain, Ohio and casing from Youngstown, Ohio.
- (b) For grades which are special to one mill only, prices shall be computed at the mill base of that mill plus transportation cost from that mill to the railway receiving point nearest the Joint Property as provided above in Paragraph 2.A.(1)(a). For transportation cost from points other than Eastern mills, the 30,000 pound Oil Field Haulers Association interstate truck rate shall be used.
- (c) Special end finish tubular goods shall be priced at the lowest published out-of-stock price, f.o.b. Houston, Texas, plus transportation cost, using Oil Field Haulers Association interstate 30,000 pound truck rate, to the railway receiving point nearest the Joint Property.
- (d) Macaroni tubing (size less than 2% inch OD) shall be priced at the lowest published out-of-stock prices f.o.b. the supplier plus transportation costs, using the Oil Field Haulers Association interstate truck rate per weight of tubing transferred, to the railway receiving point nearest the Joint Property.

(2) Line Pipe

- (a) Line pipe movements (except size 24 inch OD and larger with walls $\frac{3}{4}$ inch and over) 30,000 pounds or more shall be priced under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
 - (b) Line pipe movements (except size 24 inch OD and larger with walls $\frac{3}{4}$ inch and over) less than 30,000 pounds shall be priced at Eastern mill published carload base prices effective as of date of shipment, ~~plus 20 percent~~, plus transportation costs based on freight rates as set forth under provisions of tubular goods pricing in Paragraph A.(1)(a) as provided above. Freight charges shall be calculated from Lorain, Ohio.
 - (c) Line pipe 24 inch OD and over and $\frac{3}{4}$ inch wall and larger shall be priced f.o.b. the point of manufacture at current new published prices plus transportation cost to the railway receiving point nearest the Joint Property.
 - (d) Line pipe, including fabricated line pipe, drive pipe and conduit not listed on published price lists shall be priced at quoted prices plus freight to the railway receiving point nearest the Joint Property or at prices agreed to by the Parties.
- (3) Other Material shall be priced at the current new price, in effect at date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property.
- (4) Unused new Material, except tubular goods, moved from the Joint Property shall be priced at the current new price, in effect on date of movement, as listed by a reliable supply store nearest the Joint Property, or point of manufacture, plus transportation costs, if applicable, to the railway receiving point nearest the Joint Property. Unused new tubulars will be priced as provided above in Paragraph 2 A (1) and (2).

B. Good Used Material (Condition B)

Material in sound and serviceable condition and suitable for reuse without reconditioning:

(1) Material moved to the Joint Property

At seventy-five percent (75%) of current new price, as determined by Paragraph A.

(2) Material used on and moved from the Joint Property

- (a) At seventy-five percent (75%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as new Material or
- (c) At sixty-five percent (65%) of current new price, as determined by Paragraph A, if Material was originally charged to the Joint Account as used Material.

(3) Material not used on and moved from the Joint Property

At seventy-five percent (75%) of current new price as determined by Paragraph A.

The cost of reconditioning, if any, shall be absorbed by the transferring property.

C. Other Used Material

(1) Condition C

Material which is not in sound and serviceable condition and not suitable for its original function until after reconditioning shall be priced at fifty percent (50%) of current new price as determined by Paragraph A. The cost of reconditioning shall be charged to the receiving property, provided Condition C value plus cost of reconditioning does not exceed Condition B value.

(2) Condition D

Material, excluding junk, no longer suitable for its original purpose, but usable for some other purpose shall be priced on a basis commensurate with its use. Operator may dispose of Condition D Material under procedures normally used by Operator without prior approval of Non-Operators.

- (a) Casing, tubing, or drill pipe used as line pipe shall be priced as Grade A and B seamless line pipe of comparable size and weight. Used casing, tubing or drill pipe utilized as line pipe shall be priced at used line pipe prices.
- (b) Casing, tubing or drill pipe used as higher pressure service lines than standard line pipe, e.g. power oil lines, shall be priced under normal pricing procedures for casing, tubing, or drill pipe. Upset tubular goods shall be priced on a non upset basis.

(3) Condition E

Junk shall be priced at prevailing prices. Operator may dispose of Condition E Material under procedures normally utilized by Operator without prior approval of Non-Operators.

D. Obsolete Material

Material which is serviceable and usable for its original function but condition and/or value of such Material is not equivalent to that which would justify a price as provided above may be specially priced as agreed to by the Parties. Such price should result in the Joint Account being charged with the value of the service rendered by such Material.

E. Pricing Conditions

- (1) Loading or unloading costs may be charged to the Joint Account at the rate of twenty-five cents (25¢) per hundred weight on all tubular goods movements, in lieu of actual loading or unloading costs sustained at the stocking point. The above rate shall be adjusted as of the first day of April each year following January 1, 1985 by the same percentage increase or decrease used to adjust overhead rates in Section III, Paragraph 1.A(3). Each year, the rate calculated shall be rounded to the nearest cent and shall be the rate in effect until the first day of April next year. Such rate shall be published each year by the Council of Petroleum Accountants Societies.
- (2) Material involving erection costs shall be charged at applicable percentage of the current knocked-down price of new Material.

3. Premium Prices

Whenever Material is not readily obtainable at published or listed prices because of national emergencies, strikes or other unusual causes over which the Operator has no control, the Operator may charge the Joint Account for the required Material at the Operator's actual cost incurred in providing such Material, in making it suitable for use, and in moving it to the Joint Property; provided notice in writing is furnished to Non-Operators of the proposed charge prior to billing Non-Operators for such Material. Each Non-Operator shall have the right, by so electing and notifying Operator within ten days after receiving notice from Operator, to furnish in kind all or part of his share of such Material suitable for use and acceptable to Operator.

4. Warranty of Material Furnished By Operator

Operator does not warrant the Material furnished. In case of defective Material, credit shall not be passed to the Joint Account until adjustment has been received by Operator from the manufacturers or their agents.

V. INVENTORIES

The Operator shall maintain detailed records of Controllable Material.

1. Periodic Inventories, Notice and Representation

At reasonable intervals, inventories shall be taken by Operator of the Joint Account Controllable Material. Written notice of intention to take inventory shall be given by Operator at least thirty (30) days before any inventory is to begin so that Non-Operators may be represented when any inventory is taken. Failure of Non-Operators to be represented at an inventory shall bind Non-Operators to accept the inventory taken by Operator.

2. Reconciliation and Adjustment of Inventories

Adjustments to the Joint Account resulting from the reconciliation of a physical inventory shall be made within six months following the taking of the inventory. Inventory adjustments shall be made by Operator to the Joint Account for overages and shortages, but, Operator shall be held accountable only for shortages due to lack of reasonable diligence.

3. Special Inventories

Special inventories may be taken whenever there is any sale, change of interest, or change of Operator in the Joint Property. It shall be the duty of the party selling to notify all other Parties as quickly as possible after the transfer of interest takes place. In such cases, both the seller and the purchaser shall be governed by such inventory. In cases involving a change of Operator, all Parties shall be governed by such inventory.

4. Expense of Conducting Inventories

- A. The expense of conducting periodic inventories shall not be charged to the Joint Account unless agreed to by the Parties.
- B. The expense of conducting special inventories shall be charged to the Parties requesting such inventories, except inventories required due to change of Operator shall be charged to the Joint Account.

EXHIBIT "E"

ATTACHED TO AND MADE A PART OF UNIT OPERATING AGREEMENT, EAST BLINEBRY-DRINKARD UNIT, LEA COUNTY, NEW MEXICO, DATED MARCH 1, 2005.

INSURANCE AND CLAIMS

1. UNIT OPERATOR shall, at all times while conducting operations hereunder, comply with all applicable Workers' Compensation and Occupational Disease Laws and carry all Employer's Liability and other insurance required by the laws of New Mexico, provided, however, that UNIT OPERATOR may be a self-insurer for liability under said compensation laws in which event the only charge that shall be made to the joint account shall be an amount equivalent to the premium which would have been paid had such insurance been obtained.
2. No other insurance shall be carried by UNIT OPERATOR for the joint account unless agreed to by the Working Interest Owners in accordance with the voting procedure set forth in Article 4 of the Unit Operating Agreement
3. Each Working Interest Owner may procure such insurances with respect to the co-owned properties and operations as it deems necessary to protect itself against claims and damages, and all insurance policies shall provide that underwriters and insurance carriers of such Working Interest Owner shall waive any right of subrogation against UNIT OPERATOR and other Working Interest Owners.

EXHIBIT "F"

Attached to and made a part of that certain Unit Operating Agreement dated
March 1, 2005, for the East Blinebry-Drinkard Unit,
Located in Lea County, New Mexico

GAS BALANCING AGREEMENT

INTENT OF THIS GAS BALANCING AGREEMENT

The parties to this gas balancing agreement (GBA) intend to provide a method of balancing gas production from the lease(s) or unit when a party does not take its proportionate share of production.

Pursuant to the above Operating Agreement, each party shall have the right, but not the obligation to take in kind and/or separately dispose of its proportionate share of the gas produced from the above stipulated lease or unit and shall make a good faith effort to dispose its share of gas as currently produced. In the event any party hereto fails, or is unable, to take in kind and/or market its share of the gas as produced for any reason, the terms of this GBA shall automatically become effective, and shall superseded any relevant contrary terms in the Operating Agreement (unless otherwise noted herein).

The terms "party" and "parties" shall be considered to imply either the singular or plural form of the word as applicable according to the context.

OVER/UNDER PRODUCTION

During any period or periods when any party hereto fails, or is unable, to take in kind and/or market, for any reason, its share of gas as produced, the other party shall be entitled, but not required, to produce each month the maximum amount of gas production permitted by the appropriate governmental authority having jurisdiction and deliver to their purchasers all gas production not taken by the under produced party. Each party failing to take or market its full share of the gas as produced shall be considered under produced by a quantity of gas equal to its share of the gas produced, less such party's share of the gas taken or sold, vented, lost, or used in the lease or unit operations. Those parties which are capable of taking and/or marketing quantities of gas allocable to an underproduced party, in the absence of any other agreement between them, shall each take a share of the gas attributed to the underproduced party in the direct proportion that its interest bears to the total interest of all parties taking underproduced gas and shall be considered to be overproduced. All gas taken and marketed by a party in accordance with the terms of the GBA, regardless of whether such party is underproduced or overproduced, shall be regarded as gas taken for its own account with title thereto being in such party, whether such gas is attributable to such party's working interest share of production, to overproduction, or to makeup of underproduction.

ACCOUNTING FOR IMBALANCE

The Operator will maintain appropriate accounting on a monthly and cumulative basis of the quantities and categories of gas each party is entitled to receive and the quantities and categories of gas taken and/or marketed by each of the parties. For the sole purpose of implementing the terms of this GBA and adjusting gas imbalances which may occur, each party disposing of gas from the lease(s) or unit in any month, to the extent required, shall furnish or cause to be furnished to the Operator by the last day of each calendar month a statement showing the total volume of gas sold by such party or taken in kind for its own account during the preceding calendar month (the "report period"). Within ninety (90) days after the end of each report period, the Operator shall furnish each party a statement showing the status of the overproduced and underproduced accounts of all parties. Each party to this GBA agrees that it will not utilize any information obtained hereunder for any purpose other than implementing the terms of this agreement.

GAS MAKEUP

Any party underproduced shall endeavor to bring its taking of gas of that category into balance. A reasonable length of time after written notice to the Operator, any party may begin taking and/or delivering to its purchaser(s) its full share of gas produced. In addition, to allow for the recovery and makeup of underproduced gas and to balance the gas account between the parties in accordance with their respective interests, the underproduced party shall be entitled to take an additional share of gas ("make-up gas"). A reasonable length of time after written notice to the Operator, the underproduced party shall be entitled to take up to an additional twenty-five percent (25%) of the monthly quantity of that category of gas attributable to the overproduced party; however in no event shall the make-up gas entitlement of a party exceed one hundred percent of that party's regular working interest entitlement of production. If more than one underproduced party is entitled to take additional gas, they shall divide the make-up gas in proportion to their respective underproduced accounts. The first gas made up shall be assumed to be the first gas produced.

It is specifically agreed that no underproduced party will be allowed to take make-up gas during the months of November, December, January, or February ("the Winter Period"); provided, however, gas make-up will be allowed during the Winter Period only if the underproduced party has taken at least ninety percent (90%) of the make-up gas to which it was entitled during the six consecutive months immediately prior to the Winter Period.

CESSATION OF PRODUCTION

If upon termination of gas production an imbalance exists between the parties, a monetary settlement of the imbalance between the parties shall be made within a reasonable length of time after production permanently ceases. The amount of the monetary settlement will be limited to the proceeds actually received by the overproduced party at the time of overproduction. Any monetary settlement between the parties shall be made net of any royalties, production taxes, and severance taxes previously paid on the overproduction by the overproduced and severance taxes previously paid on the overproduction by the overproduced

party, and also net of any outstanding amounts related to the lease(s) or unit(s) which are owed by the underproduced party to the overproduced party. If the overproduced party did not sell its gas, but otherwise utilized such gas in its own operations, such gas will be valued in the same manner used for royalty and severance tax purposes when produced.

ROYALTY SETTLEMENT

At all times while gas is produced from the Contract Area, each party producing or taking gas as provided herein shall pay or cause to be paid any and all royalties due on such gas in accordance with the Operating Agreement and any overriding royalties borne by all parties; provided, however, if Operator is not a taking party, it shall have the right to request and receive evidence of payment of all royalties. The party not taking its share of gas shall have no obligation for payments of royalties on its share of gas not taken by such party, but shall be fully responsible for any other burdens affecting its share of gas and shall indemnify and hold each other party harmless from all claims relating thereto. As used in this paragraph, the phrase "royalties due on such gas in accordance with the Operating Agreement" shall not be limited as provided in Article III.B., but shall include all royalties as provided in each such oil and gas lease as contributed by any party not taking its share of gas.

DELIVERABILITY TESTS

Nothing herein shall be construed to deny any party the right, from time to time, upon reasonable advance notice in writing to the operator, to produce and take or deliver to its purchaser the full well stream for a reasonable period to meet the deliverability test required by its purchaser.

TAXES

Except where provision is made to the contrary in the Operating Agreement, each party shall pay, or cause to be paid, all production and severance taxes due and payable on its full share of gas production, as if each party were taking or delivering to a purchaser its full share of production.

LIQUID HYDROCARBONS

All parties hereto shall share in and own the liquid hydrocarbons recovered from all gas by primary separation equipment prior to processing in a gas plant in accordance with their respective interests, as specified in the above Operating Agreement, whether or not such parties are actually producing and marketing at such time.

LEASE OPERATING COST

Nothing herein shall change or affect each party's obligation to pay its proportionate share of all costs and liabilities incurred in operations, as its share thereof is set forth in the above described Operating Agreement.

TERM

This agreement shall remain in force and effect as long as the Operating Agreement is in effect and thereafter until the gas balance accounts between the parties are settled in full and shall accrue to the benefit and be binding upon the parties hereto, their successors, representatives, and assigns.

EXHIBIT "G"

TO UNIT OPERATING AGREEMENT
EAST BLINEBRY-DRINKARD UNIT
LEA COUNTY, NEW MEXICO

INDEMNITY AGREEMENT

WHEREAS, Section 14 (c) of the agreement "Unit Agreement, East Blinebry-Drinkard Unit, Lea County, New Mexico", dated as of March 1, 2005, provides that under certain circumstances and conditions therein stated a Tract that fails to qualify for inclusion in the Unit Area of the Unit may be included if the requisite Working Interest Owners in the Tract as specified in said Section request the inclusion of the Tract in the Unit Area and execute and deliver, or obligate themselves to execute and deliver, an indemnity agreement; and

WHEREAS, Tract _____, described in the Unit Agreement is such a Tract; and

WHEREAS, the undersigned are owners of Working Interest in such Tract who have become parties to the Unit Agreement and the Unit Operating Agreement and desire the inclusion of the Tract in the Unit Area of the Unit.

NOW, THEREFORE, in consideration of and conditioned upon said Tract's meeting the other requirements of the aforesaid Section of the Unit Agreement and its inclusion in the Unit Area of the Unit, the undersigned hereby request the inclusion of the above Tract in the Unit Area and agree, together with other owners of working interest in the Tract, who execute and deliver, or who obligate themselves to execute and deliver, like indemnity agreements, to indemnify and hold harmless all other Working Interest Owners in the Unit Area, against all claims and demands required by said Section to be the subject of such indemnity. Any liability arising hereunder shall be borne by the undersigned and other Working Interest Owners in the Tract who are committed to like indemnity agreements, in the proportion that the Working Interest of each in the Tract bears to the total Working Interest therein of all the owners of Working Interest in the Tract committed to such indemnity agreements.

This indemnity shall become void with respect to all claims and demands based upon occurrences subsequent to the time when one hundred percent (100%) of the Working Interest in the Tract becomes committed to the Unit Agreement.

This agreement shall be binding upon and shall inure to the benefit of the heirs, devisees, legal representatives, successors, and assigns of the respective parties initially bound or benefited by the provisions hereof.

EXHIBIT "H"

Attached to and made a part of that certain Unit Operating Agreement dated
March 1, 2005, for the East Blinebry-Drinkard Unit,
Located in Lea County, New Mexico

CERTIFICATE OF COMPLIANCE

Unless this Agreement is exempted by law, rule, regulation or order, Unit Operator shall comply with the following clauses contained in the Code of Federal regulations (including any revision or redesignation hereof), which are incorporated herein by reference with the same force and effect as if they were given in full text.

<u>№ AND FAR SOURCE</u>	<u>TITLE AND DATE</u>
48 CFR §52.219-08 FAR 19.708(a)	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (Jun 1985)
48 CFR §52.219-13 FAR 19.902	Utilization of Women-Owned Small Businesses (Aug 1986)
48 CFR §52.220-03 FAR 20.302(a)	Utilization of Labor Surplus Area Concerns (Apr 1984)
48 CFR §52.222-21 FAR 22.810(a)(1)	Certification of Nonsegregated Facilities (Apr 1984)
48 CFR §52.222-25 FAR 22.810(d)	Affirmative Action Compliance (Apr 1984)
48 CFR §52.222-26 FAR 22.810(e)	Equal Opportunity (Apr 1984)
48 CFR §52.222-35 FAR 22.1308	Affirmative Action for Special Disabled and Vietnam Era Veterans (Apr 1984)
48 CFR §52.222-36 FAR 22.1408	Affirmative Action for Handicapped Workers (Apr 1984)
48 CFR §52.223-02 FAR 23.105(b)	Clean Air and Water (Apr 1984)
48 CFR §52.223-03 FAR 23.303	Hazardous Material Identification and Material Safety Data (Aug 1987)
48 CFR §52.223-06 FAR 23.505(c)	Drug-Free Workplace (Mar 1989)
48 CFR §22-804.1	Affirmative Action Programs
48 CFR §52.220-4 FAR 20.302(b)	Labor Surplus Area Subcontracting Program (Apr 1984)
48 CFR §52.219-9 FAR 19.708(b)	Small Business and Small Disadvantaged Business Subcontracting Plan (Aug 1989)

EXHIBIT "I"
Attached to and made a part of that
certain Unit Operating Agreement, dated March 1, 2005,
EAST BLINEBRY-DRINKARD UNIT AREA
Apache Corporation, as Unit Operator,
Lea County, New Mexico

<u>Tract</u>	<u>Operator</u>	<u>Lease Name</u>	<u>Well #</u>	<u>Location</u>	<u>Well Spot</u>		
1A	MCELVAIN OIL & GAS PROPERTIES, INC.	ELLIOTT B FEDERAL	4	1 21S 37E	3630 FNL, 330 FWL		
1B	MCELVAIN OIL & GAS PROPERTIES, INC.	ELLIOTT B FEDERAL	5	1 21S 37E	4620 FSL, 1650 FWL		
1C	MCELVAIN OIL & GAS PROPERTIES, INC.	ELLIOTT B FEDERAL	1	1 21S 37E	2970 FSL, 330 FWL		
		ELLIOTT B FEDERAL	3	1 21S 37E	660 FSL, 2310 FEL		
1D	MCELVAIN OIL & GAS PROPERTIES, INC.	ELLIOTT B FEDERAL	2	1 21S 37E	2970 FSL, 1650 FWL		
		COOGAN FEDERAL	2	1 21S 37E	4195 FNL, 2310 FWL		
2	APACHE CORPORATION	ELLIOTT FEDERAL	1	1 21S 37E	1650 FSL, 330 FWL		
3	MCELVAIN OIL & GAS PROPERTIES, INC.	ELLIOTT MONTEREY FEDERAL	6	1 21S 37E	660 FSL, 1980 FWL		
		ELLIOTT MONTEREY FEDERAL	7	1 21S 37E	990 FSL, 2480 FWL		
4	MCELVAIN OIL & GAS PROPERTIES, INC.	H T FEDERAL	1	1 21S 37E	1980 FSL, 1980 FEL		
		H T FEDERAL	2	1 21S 37E	3100 FSL, 1980 FEL		
5A	APACHE CORPORATION	LOCKHART B 11	2	11 21S 37E	330 FNL, 330 FWL		
		LOCKHART B 11	4	11 21S 37E	330 FNL, 1650 FWL		
		LOCKHART B 11	5	11 21S 37E	330 FNL, 1650 FEL		
		LOCKHART B 11	6	11 21S 37E	330 FNL, 330 FEL		
		LOCKHART B 11	7	11 21S 37E	330 FNL, 480 FEL		
		LOCKHART B 11	8	11 21S 37E	660 FSL, 1980 FEL		
		LOCKHART B 11	9	11 21S 37E	660 FNL, 330 FEL		
		LOCKHART B 11	10	11 21S 37E	1980 FNL, 330 FEL		
		LOCKHART B 11	11	11 21S 37E	1980 FSL, 330 FEL		
		LOCKHART B 11	12	11 21S 37E	660 FNL, 1980 FEL		
		LOCKHART B 11	13	11 21S 37E	660 FSL, 330 FEL		
		LOCKHART B 11	14	11 21S 37E	1650 FNL, 1650 FEL		
		LOCKHART B 11	15	11 21S 37E	2310 FSL, 1650 FEL		
		LOCKHART B 11	16	11 21S 37E	1980 FNL, 1980 FWL		
		LOCKHART B 11	17	11 21S 37E	1980 FNL, 1980 FEL		
		5B	APACHE CORPORATION	LOCKHART B 11	1	11 21S 37E	2310 FNL, 330 FWL
		5C	APACHE CORPORATION	LOCKHART B 12	1	12 21S 37E	330 FNL, 660 FWL
LOCKHART B 12	3			12 21S 37E	990 FNL, 1650 FWL		
LOCKHART B 12	4			12 21S 37E	1650 FNL, 660 FWL		
LOCKHART B 12	6			12 21S 37E	330 FNL, 1980 FWL		
LOCKHART B 12	7			12 21S 37E	330 FNL, 330 FWL		
LOCKHART B 12	8			12 21S 37E	1980 FNL, 1980 FWL		
LOCKHART B 12	9			12 21S 37E	1980 FNL, 2310 FEL		
LOCKHART B 12	10			12 21S 37E	660 FNL, 2310 FEL		
LOCKHART B 12	11			12 21S 37E	1980 FNL, 660 FWL		
LOCKHART B 13 A	2			13 21S 37E	1980 FNL, 660 FWL		
LOCKHART B 13 A	3			13 21S 37E	1980 FNL, 1980 FWL		
LOCKHART B 13 A	6			13 21S 37E	1980 FNL, 1980 FEL		
LOCKHART B 13 A	7			13 21S 37E	1980 FSL, 1980 FEL		
LOCKHART B 13 A	8			13 21S 37E	1980 FSL, 660 FWL		
LOCKHART B 13 A	9	13 21S 37E	660 FSL, 2100 FWL				
LOCKHART B-14 A	1	14 21S 37E	1980 FNL, 660 FEL				
LOCKHART B-14 A	2	14 21S 37E	660 FSL, 660 FEL				
LOCKHART B-14 A	3	14 21S 37E	680 FNL, 330 FEL				
6	APACHE CORPORATION	COLL	2	12 21S 37E	1980 FSL, 660 FWL		
8	APACHE CORPORATION	COLL	1	12 21S 37E	2310 FSL, 1650 FEL		
9	APACHE CORPORATION	CHESHER	2	12 21S 37E	660 FSL, 660 FWL		
12	APACHE CORPORATION	SMITH	2	14 21S 37E	660 FNL, 1980 FEL		
		SMITH	3	14 21S 37E	1980 FNL, 1650 FEL		
		SMITH	4	14 21S 37E	330 FNL, 2310 FEL		
13	APACHE CORPORATION	GULF BUNIN	2	13 21S 37E	660 FNL, 1650 FWL		
		GULF BUNIN	3	13 21S 37E	660 FNL, 2310 FEL		
		GULF BUNIN	4	13 21S 37E	660 FNL, 660 FWL		