



# Oil and Gas Division Order

To: Amoco Shared Services Center  
P.O. Box 591, Tulsa, Oklahoma 74102

Each of the undersigned OWNERS guarantees and warrants he is the owner of the interest set out opposite his name on the reverse side hereof in oil and gas or the proceeds from the sale of oil and gas from the property described on the reverse side hereof, and until further written notice either from you or from us, the undersigned owner and all other parties executing this instrument hereby authorize you, your successors or assigns to receive and measure such sales in accordance with applicable governmental rules and regulations and to give credit as set forth on the reverse side hereof.

The following covenants are parts of this instrument and shall be binding on the undersigned, their successors, legal representatives, and assigns:

**Oil:** Oil sold hereunder shall be delivered f.o.b. to the carrier designated to gather and receive such oil, and shall become your property upon receipt thereof by the carrier designated by you or by any other purchaser to whom you may resell such oil. The term "oil" as used in this division order shall include all marketable liquid hydrocarbons.

Should the oil produced from the herein described land be commingled with oil produced from one or more other separately owned tracts of land prior to delivery to the designated carrier, the commingled oil sold hereunder shall be deemed to be the interest of the undersigned in that portion of the total commingled oil delivered which is allocated to the herein described land on the basis of lease meter readings or any other method generally accepted in the industry as an equitable basis for determining the quantity and quality of oil sold from each separately owned tract. Such formula shall be uniformly applied to all owners of an interest in the tracts of land involved.

Should the interest of the undersigned in the oil produced from the herein described land be unitized with oil produced from one or more other tracts of land, this instrument shall thereafter be deemed to be modified to the extent necessary to conform with the applicable unitization agreement or plan of unitization, and all revisions or amendments thereto, but otherwise to remain in force and effect as to all other provisions. In such event, the portion of the unitized oil sold hereunder shall be the interest of the undersigned in that portion of the total unitized oil delivered which is allocated to the herein described land and shall be deemed for all purposes to have been actually produced from said land.

You agree to pay for the oil sold hereunder at the price posted by you for oil of the same grade and gravity in the same producing field or area on the date said oil is received by you or the designated carrier. If you do not currently post such a price, then until such time as you do so, you agree to pay the price established by you. You are authorized to reduce the price by those truck, barge, tanker, or pipe line transportation charge as determined by you.

Should the oil sold hereunder be resold by you to another purchaser accepting delivery thereof at the same point at which you take title, you agree to pay for such oil based upon the volume computation made by such purchaser and at the price received by you for such oil, reduced by any transportation charges deducted by such purchaser.

Quality and quantity shall be determined in accordance with the conditions specified in the price posting. You may refuse to receive any oil not considered merchantable by you.

**Gas:** Settlements for gas shall be based on the net proceeds realized from the sale thereof, after deduction a fair and reasonable charge for compressing and making it merchantable and for transporting if the gas is sold off the property. Where gas is sold subject to regulation by the Federal Power Commission or other governmental authority, the price applicable to such sale approved by order of such authority shall be used to determine the net proceeds realized from the sale.

**Settlements:** Settlements shall be made monthly by check mailed to the respective parties according to the division of interest herein specified at the latest address known by you, less any taxes required by law to be deducted and paid by you applicable to owner's interest.

**Evidence of Title:** The oil and gas lease or leases, and any amendments, ratifications, or corrections thereof, under which said gas and/or oil is produced are hereby adopted, ratified, and confirmed as herein and heretofore amended. In the event any dispute or question arises concerning the title to the interest of the undersigned in said land and/or the oil or gas produced therefrom or the proceeds thereof, you will be furnished satisfactory abstracts or other evidence of title upon demand. Until such evidence of title has been furnished and/or such dispute, defect, or question of title is corrected or removed to your satisfaction, or until indemnity satisfactory to you has been furnished, you are authorized to withhold the proceeds of such oil or gas received and run, without interest. In the event any action or suit is filed in any court affecting the title to the interest of the undersigned in the herein described land or the oil or gas produced therefrom or the proceeds thereof to which the undersigned is a party, written notice of the filing of such suit or action shall be immediately furnished you by the undersigned, stating the court in which the same is filed and the title of such suit or action. You will not be responsible for any change of ownership in the absence of actual notice and satisfactory proof thereof.

**Contingent Interests:** Whether or not any contingency is expressly stated in this instrument, you are hereby relieved of any responsibility for determining when any of the interests herein shall increase, diminish, terminate, be extinguished or revert to other parties as a result of the completion or discharge of money or other payments from said interest, or as a result of the expiration of any time or term limitation (either definite or indefinite), and, unless you are also the operator of the property, as a result of an increase or decrease in production, or as a result of a change in the depth, the methods or the means of production, or as a result of a change in the allocation of production affecting the herein described land or any portion thereof under any agreement or by order of Governmental authority, and until you receive notice in writing to the contrary, you are hereby authorized to continue to remit without liability pursuant to the division of interest shown herein.

**Warranties:** Working Interest Owners and/or Operators, and each of them, by signature to this instrument, certify, guarantee and warrant, for your benefit and that of any pipe line or other carrier designated to run or transport said oil or gas, that all oil or gas tendered hereunder has been and shall be produced from or lawfully allocated to the herein described land in accordance with all applicable Federal, state and local laws, orders, rules and regulations.

This instrument may be executed by one or more, but all covenants herein shall be binding upon any party executing same and upon his heirs, devisees, successors, and assigns irrespective of whether other parties have executed this instrument.

Witness of Signature

Name

Street or Box No

Social Security (or Tax ID) Number

City, State, Zip

Witness of Signature

Name

Street or Box No

Social Security (or Tax ID) Number

City, State, Zip

Witness of Signature

Name

Street or Box No

Social Security (or Tax ID) Number

City, State, Zip

BEFORE THE OIL CONSERVATION  
DIVISION

Santa Fe, New Mexico  
Case Nos. 12967 and 12968 Exhibit No. 13  
Submitted by: Trilogy Operating Inc.  
Hearing Date: January 9, 2003



Amoco Production Company

Oil and Gas Division Order

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04/10/2002

Effective at 7 A.M. 02/01/1999 -- PLUS ALL SUMS ACCRUED  
 Property Name LITTLE BOX STATE #5  
 Product ALL PRODUCTS (COMBO)  
 Operator BP AMERICA PRODUCTION COMPANY  
 Field NOT FOUND  
 State NM County/Parish EDDY  
 LPN 000000  
 Property/DOI 69354700 00004

**YOUR COPY**

Description of Property				
Special Notes				
Business Associate Number	Name	Type Int	Int Seq	Decimal Interest
047069 00	SUTHERLAND FAMILY L L C C/O MIDLAND AMERICAN BANK	WI	01	.03906956
060087 00	JERRY A WEANT D B A BEVOIL	WI	01	.00325580
060090 00	WESLEY K NOE	WI	01	.00325580
060142 00	SCOTT E MUEHLBRAD	WI	01	.00750000
060522 00	DORALEX ENERGY INC	WI	01	.01500000
061239 00	WESTWOOD LAKE VILLAGE INC	WI	01	.01953478
070924 00	CORKRAN ENERGY L P	WI	01	.01750000
073235 00	BOB STEVENS D/B/A SOCO	WI	01	.00651159
115394 00	CANNON EXPLORATION COMPANY	WI	01	.01600000
166172 00	D AND D PARTNERSHIP	WI	01	.03000000
185906 00	NADEL AND GUSSMAN PERMIAN LLC	WI	01	.12000000
196984 00	DAVID J ANDREWS	WI	01	.01750000
286046 00	GEORGE KNOX	WI	01	.00781391
617000 00	BP AMERICA PRODUCTION COMPANY	WI	01	.47004697
617000 00	BP AMERICA PRODUCTION COMPANY	OR	01	.01425000
917677 00	DOUG TULL	WI	01	.00651159



Amoco Production Company

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Property Name LITTLE BOX STATE #5  
 Product ALL PRODUCTS (COMBO)  
 Operator BP AMERICA PRODUCTION COMPANY  
 Field NOT FOUND  
 State NM County/Parish EDDY

LPN 000000  
 Property/DOI 69354700 00004

Description of Property					
Special Notes					
Business Associate Number	Name	Type Int	Int Seq	Decimal Interest	
033443 01	TRILOGY OPERATING INC	OR	01	.00797165	
039397 00	NEW MEXICO STATE COMMISSIONER OF PUBLIC LANDS	RI	01	.12500000	
060117 00	ROY S PEUGH JR	OR	01	.00202835	
061030 00	II LTD CALMETTO	OR	01	.03562500	
061241 00	S FAMILY PARTNERS LTD	OR	01	.03562500	
				1.00000000	

Type Interest Legend: OR = Oil and Gas Interest RI = Royalty Interest BL = Blended Royalty  
 NI = Net Profits Interest DT = Debit Interest