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All interpretations are opinions based on inferences from electrical or other measurements and we cannot, and do not, guarantee the accuracy or correctness of any interpretations, and we shall not, except in the case of gross or willful negligence on our part, be liable or responsible for any loss, costs, damages or expenses incurred or sustained by anyone resulting from any interpretation made by one of our officers, agents or employees. These interpretations are also subject to our General Terms and Conditions as set OTICE: out in our current Price Schedule. GEARHART INDUSTRIES, INC.

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UNIT AGREEMENT FCR THE DEVELOPMENT AND OPERATION OF THE

	CAMP STATE	UNIT AREA
	CHAVES	COUNTY, NEW MEXICO
NO.		

THIS AGREEMENT, entered into as of the <u>1st</u> day of <u>May</u> 19<u>88</u> by and between the parties subscribing, ratifying or consenting hereto, and herein referred to as the "parties hereto";

WITNESSETH:

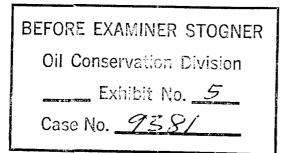
WHEREAS, the parties hereto are the owners of working, royalty, or other oil or gas interests in the unit area subject to this agreement; and

WEEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec 3, Chap. 88, Laws 1943) as amended by Sec. 1 of Chapter 162, Laws of 1951, (Chap. 19, Art. 10, Sec. 45, N. M. Statutes 1978 Annot.), to consent to and approve the development or operation of State Lands under agreements made by lessees of State Land jointly or severally with other lessees where such agreements provide for the unit operation or development of part of or all of any oil or gas pool, field, or area; and

WHEREAS, the Commissioner of Public Lands of the State of New Mexico is authorized by an Act of the Legislature (Sec. 1, Chap. 162), (Laws of 1951, Chap. 19, Art. 10, Sec. 47, N.M. Statutes 1978 Annotated) to amend with the approval of lessee, evidenced by the lessee's execution of such agreement or otherwise, any oil and gas lease embracing State Lands so that the length of the term of said lease may coincide with the term of such agreements for the unit operation and development of part or all of any oil or gas pool, field, or area; and

WHEREAS, the Oil Conservation Division of the Energy and Minerals Department of the State of New Mexico (hereinafter referred to as the "Division"), is authorized by an Act of the Legislature (Chap. 72, Laws 1935, as amended, being Section 70-2-1 et seq. New Mexico Statutes Annotated, 1978 Compilation) to approve this agreement and the conservation provisions hereof; and

WHEREAS, the parties hereto hold sufficient interests in the <u>Camp</u> <u>State</u> Unit Area covering the land hereinafter described to give reasonably effective control of operations therein; and



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

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

1. <u>UNIT AREA</u>: The following described land is hereby designated and recognized as constituting the unit area:

T-5-S, R-22-E, NMPM	T-5-S, R-23-E, NMPM
Secs. 23, 24, 25, 26: All	Secs. 19, 30, 31: All
Sec. 35: N ¹ ₂	Sec. 32: W ¹ / ₂
Sec. 36: N ¹ ₂	

Containing 5,453.34 Acres, Chaves County, New Mexico

Exhibit "A" attached hereto is a map showing the unit area and the boundaries and identity of tracts and leases in said area to the extent known to the unit operator. Exhibit "B" attached hereto is a schedule showing to the extent known to the unit operator the acreage, percentage and kind of ownership of oil and gas interests in all lands in the unit area. However, nothing herein or in said schedule or map shall be construed as a representation by any party hereto as to the ownership of any interest other than such interest or interests as are shown on said map or schedule as owned by such party. Exhibits "A" and "B" shall be revised by the unit operator whenever changes in ownership in the unit area render such revisions necessary or when requested by the Commissioner of Public Lands, hereinafter referred to as "Commissioner" or the Oil Conservation Division, hereinafter referred to as the "Division".

All land committed to this agreement shall constitute land referred to herein as "unitized land" or "land subject to this agreement".

2. <u>UNITIZED SUBSTANCES</u>: All oil, gas, natural gasoline, and associated fluid hydrocarbons in any and all formations of the unitized land are unitized under the terms of this agreement and herein are called "unitized substances".

3. <u>UNIT OPERATOR</u>: <u>McKay Oil Corporation</u>, whose address is <u>P.O. Box 2014, Roswell, New Mexico 88202</u> Is hereby designated as unit operator and by signature hereto commits to this agreement all interest in unitized substances vested in it as set forth in Exhibit "B", and agrees and consents to accept the duties and obligations of unit operator for the discovery, development and production of unitized substances as herein provided. Whenever reference is made herein to the unit operator, such reference means the unit operator acting in that capacity and not as an

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owner of interests in unitized substances, and the term "working interest owner" when used herein shall include or refer to unit operator as the owner of a working interest when such an interest is owned by it.

4. <u>RESIGNATION OR REMOVAL OF UNIT OPERATOR</u>: Unit operator shall have the right to resign at any time but such resignation shall not become effective until a successor unit operator has been selected and approved in the manner provided for in Section 5 of this agreement. The resignation of the unit operator shall not release the unit operator from any liability or any default by it hereunder occurring prior to the effective date of its resignation.

Unit operator may, upon default or failure in the performance of its duties or obligations hereunder, be subject to removal by the same percentage vote of the owners of working interests determined in like manner as herein provided for the selection of a new unit operator. Such removal shall be effective upon notice thereof to the Commissioner and the Division.

The resignation or removal of the unit operator under this agreement shall not terminate his right, title or interest as the owner of a working interest or other interest in unitized substances, but upon the resignation or removal of unit operator becoming effective, such unit operator shall deliver possession of all equipment, materials, and appurtenances used in conducting the unit operations and owned by the working interest owners to the new duly qualified successor unit operator, or to the owners thereof if no such new unit operator is elected, to be used for the purpose of conducting unit operations hereunder. Nothing herein shall be construed as authorizing removal of any material, equipment and appurtenences needed for the preservation of wells.

5. <u>SUCCESSOR UNIT OPERATOR</u>: Whenever the unit operator shall resign as unit operator or shall be removed as hereinabove provided, the owners of the working interests according to their respective acreage interests in all unitized land shall by a majority vote select a successor unit operator; provided that, if a majority but less than seventyfive percent(75%) of the working interests qualified to vote is owned by one party to this agreement, a concurring vote of sufficient additional parties, so as to constitute in the aggregate not less than seventy-five percent (75%) of the total working interests, shall be required to select a new operator. Such selection shall not become effective until (a) a unit operator so selected shall accept in writing the duties and responsibilities of unit operator, and (b) the selection shall have been approved by the Commissioner. If no successor unit operator is selected and qualified as herein provided, the Commissioner at his election, with notice to the Division, may declare this unit agreement terminated. 6. <u>ACCOUNTING PROVISIONS</u>: The unit operator shall pay in the first instance all costs and expenses incurred in conducting unit operations hereunder, and such costs and expenses and the working interest benefits accruing hereunder shall be apportioned, among the owners of the unitized working interests in accordance with an operating agreement entered into by and between the unit operator and the owners of such interests, whether one or more, separately or collectively. Any agreement or agreements entered into between the working interest owners and the unit operator as provided in this section, whether one or more, are herein referred to as the "Operating Agreement". No such agreement shall be deemed either to modify any of the terms and conditions of this unit agreement or to relieve the unit operator of any right or obligation established under this unit agreement and in case of any inconsistencies or conflict between this unit agreement and the operating agreement, this unit agreement shall prevail.

7. <u>RIGHTS AND OBLIGATIONS OF UNIT OPERATOR</u>: Except as otherwise specifically provided herein, the exclusive right, privilege and duty of exercising any and all rights of the parties hereto which are necessary or convenient for prospecting for, producing, storing, allocating and distributing the unitized substances are hereby delegated to and shall be exercised by the unit operator as herein provided. Acceptable evidence of title to said rights shall be deposited with said unit operator and, together with this agreement, shall constitute and define the rights, privileges and obligations of unit operator. Nothing herein, however, shall be construed to transfer title to any land or to any lease or operating agreement, it being understood that under this agreement the unit operator, in its capacity as unit operator, shall exercise the rights of possession and use vested in the parties hereto only for the purposes herein specified.

8. DRILLING TO DISCOVERY: The unit operator shall, within sixty (60) days after the effective date of this agreement, commence operations upon an adequate test well for oil and gas upon some part of the lands embraced within the unit area and shall drill said well with due diligence to a depth sufficient to attain the top of the ____ Abo formation or to such a depth as unitized substances shall be discovered in paying quantities at a lesser depth or until it shall, in the opinion of unit operator, be determined that the further drilling of said well shall be unwarranted or impracticable; provided, however, that unit operator shall not, in any event, be required to drill said well to a depth in excess of _____3,650 feet. Until a discovery of a deposit of unitized substances capable of being produced in paying quantities (to wit: quantities sufficient to repay the costs of drilling and producing operations with a reasonable profit) unit operator shall continue drilling diligently. one well at a time, allowing not more than six months between the completion of one well and the beginning of the next well, until a well capable of producing unitized substances

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in paying quantities is completed to the satisfaction of the Commissioner or until it is reasonably proven to the satisfation of the unit operator that the unitized land is incapable of producing unitized substances in paying quantities in the formation drilled hereunder.

Any well commenced prior to the effective date of this agreement upon the unit area and drilled to the depth provided herein for the drilling of an initial test well shall be considered as complying with the drilling requirements hereof with respect to the initial well. The Commissioner may modify the drilling requirements of this section by granting reasonable extensions of time when in his opinion such action is warranted. Upon failure to comply with the drilling provisions of this article the Commissioner may, after reasonable notice to the unit operator and each working interest owner, lessee and lessor at their last known addresses, declare this unit agreement terminated, and all rights, privileges and obligations granted and assumed by this unit agreement shall cease and terminate as of such date.

9. OBLIGATIONS OF UNIT OPERATOR AFTER DISCOVERY OF UNITIZED SUBSTANCES:

Should unitized substances in paying quantities be discovered upon the unit area, the unit operator shall on or before six months from the time of the completion of the initial discovery well and within thirty days after the expiration of each twelve months period thereafter, file a report with the Commissioner and Division of the status of the development of the unit area and the development contemplated for the following twelve months period.

It is understood that one of the main considerations for the approval of this agreement by the Commissioner of Public Lands is to secure the orderly development of the unitized lands in accordance with good conservation practices so as to obtain the greatest ultimate recovery of unitized substances.

After discovery of unitized substances in paying quantities, unit operator shall proceed with diligence to reasonably develop the unitized area as a reasonably prudent operator would develop such area under the same or similar circumstances.

If the unit operator should fail to comply with the above covenant for reasonable development this agreement may be terminated by the Commissioner as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units, but in such event, the basis of participation by the working interest owners shall remain the same as if this agreement had not been terminated as to such lands; provided, however, the Commissioner shall give notice to the unit operator and the lessees of record in the manner prescribed by (Sec. 19-10-20 N.M. Statutes 1978 Annotated,) of intention to cancel on account of any alleged breach of said covenant for reasonable development and any

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decision entered thereunder shall be subject to appeal in the manner prescribed by (Sec. 19-10-23 N.M. Statutes 1978 Annotated), and, provided further, in any event the unit operator shall be given a reasonable opportunity after a final determination within which to remedy any default, failing in which this agreement shall be terminated as to all lands of the State of New Mexico embracing undeveloped regular well spacing or proration units.

Notwithstanding any of the provisions of this Agreement to the contrary, all undeveloped regular well spacing or proration unit tracts within the unit boundaries embracing lands of the State of New Mexico shall be automatically eliminated from this Agreement and shall no longer be a part of the unit or be further subject to the terms of this Agreement unless at the expiration of five years (5) after the first day of the month following the effective date of this Agreement diligent drilling operations are in progress on said tracts.

10. <u>PARTICIPATION AFTER DISCOVERY</u>: Upon completion of a well capable of producing unitized substances in paying quantities, the owners of working interests shall participate in the production therefrom and in all other producing wells which may be drilled pursuant hereto in the proportions that their respective leasehold interests covered hereby on an acreage basis bears to the total number of acres committed to this unit agreement, and such unitized substances shall be deemed to have been produced from the respective leasehold interests participating therein. For the purpose of determining any benefits accuring under this agreement and the distribution of the royalties payable to the State of New Mexico and other lessors, each separate lease shall have allocated to it such percentage of said production as the number of acres in each lease respectively committed to this agreement bears to the total number of acres committed hereto.

Notwithstanding any provisions contained herein to the contrary, each working interest owner shall have the right to take such owner's proportionate share of the unitized substances in kind or to personally sell or dispose of the same, and nothing herein contained shall be construed as giving or granting to the unit operator the right to sell or otherwise dispose of the proportionate share of any working interest owner without specific authorization from time to time so to do.

11. <u>ALLOCATION OF PRODUCTION</u>: All unitized substances produced from each tract in the unitized area established under this agreement, except any part thereof used for production or development purposes hereunder, or unavoidably lost, shall be deemed to be produced equally on an acreage basis from the several tracts of the unitized land, and for the purpose of determining any benefits that accrue on an acreage basis, each such tract shall have allocated to it such percentage of said production as its area bears to

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the entire unitized area. It is hereby agreed that production of unitized substances from the unitized area shall be allocated as provided herein, regardless of whether any wells are drilled on any particular tracts of said unitized area.

12. PAYMENT OF RENTALS, ROYALTIES AND OVERRIDING ROYALTIES:

All rentals due the State of New Mexico shall be paid by the respective lease owners in accordance with the terms of their leases.

All royalties due to the State of New Mexico under the terms of the leases committed to this agreement shall be computed and paid on the basis of all unitized substances allocated to the respective leases committed hereto; provided, however, the State shall be entitled to take in kind its share of the unitized substances allocated to the respective leases, and in such case the unit operator shall make deliveries of such royalty oil in accordance with the terms of the respective leases.

All rentals, if any, due under any leases embracing lands other than the State of New Mexico, shall be paid by the respective lease owners in accordance with the terms of their leases and all royalties due under the terms of any such leases shall be paid on the basis of all unitized substances allocated to the respective leases committed hereto.

If the unit operator introduces gas obtained from sources other than the unitized substances into any producing formation for the purpose of repressuring, stimulating or increasing the ultimate recovery of unitized substances therefrom, a like amount of gas, if available, with due allowance for loss or depletion from any cause may be withdrawn from the formation into which the gas was introduced royalty free as to dry gas but not as to the products extracted therefrom; provided, that such withdrawal shall be at such time as may be provided in a plan of operation consented to by the Commissioner and approved by the Division as conforming to good petroleum engineering practice; and provided further, that such right of withdrawal shall terminate on the termination of this unit agreement.

If any lease committed hereto is burdened with an overriding royalty, payment out of production or other charge in addition to the usual royalty, the owner of each such lease shall bear and assume the same out of the unitized substances allocated to the lands embraced in each such lease as provided herein.

13. LEASES AND CONTRACTS CONFORMED AND EXTENDED INSOFAR AS THEY APPLY TO LANDS WITHIN THE UNITIZED AREA:

The terms, conditions and provisions of all leases, subleases, operating agreements and other contracts relating to the exploration, drilling development or operation for oil or gas of the lands committed to this agreement, shall as of the effective date hereof, be and the same are hereby expressly modified and amended insofar as they apply to lands within the unitized area to the extent necessary to make the same

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conform to the provisions hereof and so that the respective terms of said leases and agreements will be extended insofar as necessary to coincide with the terms of this agreement and the approval of this agreement by the Commissioner and the respective lessors and lessees shall be effective to conform the provisions and extend the terms of each such lease as to lands within the unitized area to the provisions and terms of this agreement; but otherwise to remain in full force and effect. Each lease committed to this agreement, insofar as it applies to lands within the unitized area, shall continue in force beyond the term provided therein as long as this agreement remains in effect, provided, drilling operations upon the initial test well provided for herein shall have been commenced or said well is in the process of being drilled by the unit operator prior to the expiration of the shortest term lease committed to this agreement. Termination of this agreement shall not affect any lease which pursuant to the terms thereof or any applicable laws would continue in full force and effect thereafter. The commencement, completion, continued operation or production on each of the leasehold interests committed to this agreement and operations or production pursuant to this agreement shall be deemed to be operations upon and production from each leasehold interest committed hereto and there shall be no obligation on the part of the unit operator or any of the owners of the respective leasehold interests committed hereto to drill offset to wells as between the leasehold interests committed to this agreement, except as provided in Section 9 hereof.

Any lease embracing lands of the State of New Mexico of which only a portion is committed hereto shall be segregated as to the portion committed and as to the portion not committed and the terms of such leases shall apply separately as two separate leases as to such segregated portions, commencing as of the effective date hereof. Notwithstanding any of the provisions of this agreement to the contrary, any lease embracing lands of the State of New Mexico having only a portion of its lands committed hereto shall continue in full force and effect beyond the term provided therein as to all lands embraced within the unitized area and committed to this agreement, in accordance with the terms of this agreement. If oil and gas, or either of them, are discovered and are being produced in paying quantities from some part of the lands embraced in such lease which part is committed to this agreement at the expiration of the secondary term of such lease, such production shall not be considered as production from lands embraced in such lease which are not within the unitized area, and which are not committed thereto, and drilling or reworking operations upon some part of the lands embraced within the unitized area and committed to this agreement shall be considered as drilling and reworking operations only as to lands embraced within the unit agreement and not as to lands embraced within the lease and not committed to this unit agreement; provided, however, as to any lease embracing lands of the State of New Mexico having only a portion of its lands

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committed hereto upon which oil and gas, or either of them, has been discovered is discovered upon that portion of such lands not committed to this agreement, and are being produced in paying quantities prior to the expiration of the primary term of such lease, such production in paying quantities shall serve to continue such lease in full force and effect in accordance with its terms as to all of the lands embraced in said lease.

14. <u>CONSERVATION</u>: Operations hereunder and production of unitized substances shall be conducted to provide for the most economical and efficient recovery of said substances without waste, as defined by or pursuant to State laws or regulations.

15. <u>DRAINAGE</u>: In the event a well or wells producing oil or gas in paying quantities should be brought in on land adjacent to the unit area draining unitized substances from the lands embraced therein, unit operator shall drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

16. <u>COVENANTS RUN WITH LAND</u>: The covenants herein shall be construed to be covenants running with the land with respect to the interests of the parties hereto and their successors in interest until this agreement terminates, and any grant, transfer or conveyance of interest in land or leases subject hereto shall be and hereby is conditioned upon the assumption of all privileges and obligations hereunder to the grantee, transferee or other successor in interest. No assignment or transfer or any working, royalty, or other interest subject hereto shall be binding upon unit operator until the first day of the calendar month after the unit operator is furnished with the original, photostatic, or certified copy of the instrument of transfer.

17. EFFECTIVE DATE AND TERM: This agreement shall become effective upon approval by the Commissioner and the Division and shall terminate in <u>5</u> years after such date unless (a) such date of expiration is extended by the Commissioner, or (b) a valuable discovery of unitized substances has been made on unitized land during said initial term or any extension thereof in which case this agreement shall remain in effect so long as unitized substances are being produced in paying quantities from the unitized land and, should production cease, so long thereafter as diligent operations are in progress for the restoration of production or discovery of new production and so long thereafter as the unitized substances so discovered are being produced as aforesaid. This agreement may be terminated at any time by not less than seventy-five percent (75%) on an acreage basis of the owners of the working interests, signatory hereto, with the approval of the Commissioner and with notice to Division. Likewise, the failure to comply with the

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drilling requirements of Section 8 hereof, may subject this agreement to termination as provided in said section.

18. <u>RATE OF PRODUCTION</u>: All production and the disposal thereof shall be in conformity with allocations, allotments, and quotas made or fixed by the Commission, and in conformity with all applicable laws and lawful regulations.

19. <u>APPERANCES</u>: Unit operator shall, after notice to other parties affected, have the right to appear for and on behalf of any and all interests affected hereby, before the Commissioner of Public Lands and the Division, and to appeal from orders issued under the regulations of the Commissioner or Division, or to apply for relief from any of said regulations or in any proceedings on its own behalf relative to operations pending before the Commissioner or Division; provided, however, that any other interest party shall also have the right at his own expense to appear and to participate in any such proceeding.

20. <u>NOTICES:</u> All notices, demands, or statements required hereunder to be given or rendered to the parties hereto, shall be deemed fully given, if given in writing and sent by postpaid registered mail, addressed to such party or parties at their respective addresses, set forth in connection with the signatures hereto or to the ratification or consent hereof, or to such other address as any such party may have furnished in writing to party sending the notice, demand, or statement.

21. <u>UNAVOIDABLE DELAY</u>: All obligations under this agreement requiring the unit operator to commence or continue drilling or to operate on or produce unitized substances from any of the lands covered by this agreement, shall be suspended while, but only so long as, the unit operator, despite the exercise of due care and diligence, is prevented from complying with such obligations, in whole or in part, by strikes, war, act of God, Federal, State, or municipal law or agencies, unavoidable accidents, uncontrollable delays in transportation, inability to obtain necessary material in open market, or other matters beyond the reasonable control of the unit operator, whether similar to matters herein enumerated or not.

22. LOSS OF TITLE: In the event title to any tract of unitized land or substantial interest therein shall fail, and the true owner cannot be induced to join the unit agreement so that such tract is not committed to this agreement, or the operation thereof hereunder becomes impracticable as a result thereof, such tract may be eliminated from the unitized area, and the interest of the parties readjusted as a result of such tract being eliminated from the unitized area. In the event of a dispute as to the title to any royalty, working, or other interest subject hereto, the unit operator may withhold payment or delivery of the allocated portion of the unitized substances involved on account thereof, without liability for interest until the dispute is finally settled, provided that no payments of funds due the State of New Mexico shall be withheld. Unit Operator, as such, is relieved from any responsibility for any defect or failure of any title hereunder.

23. SUBSEQUENT JOINDER: Any oil or gas interest in lands within the unit area not committed hereto, prior to the submission of the agreement for final approval by the Commissioner and the Division, may be committed hereto by the owner or owners of such rights, subscribing or consenting to this agreement, or executing a ratification thereof, and if such owner is also a working interest owner, by subscribing to the operating agreement providing for the allocation of costs of exploration, development, and operation. A subsequent joinder shall be effective as of the first day of the month following the approval by the Commissioner and the filing with the Division of duly executed counterparts of the instrument or instruments committing the interest of such owner to this agreement, but such joining party or parties, before participating in any benefits hereunder, shall be required to assume and pay to unit operator, their proportionate share of the unit expenses incurred prior to such party's or parties joinder in the unit agreement, and the unit operator shall make appropriate adjustments caused by such joinder, without any retroactive adjustment of revenue.

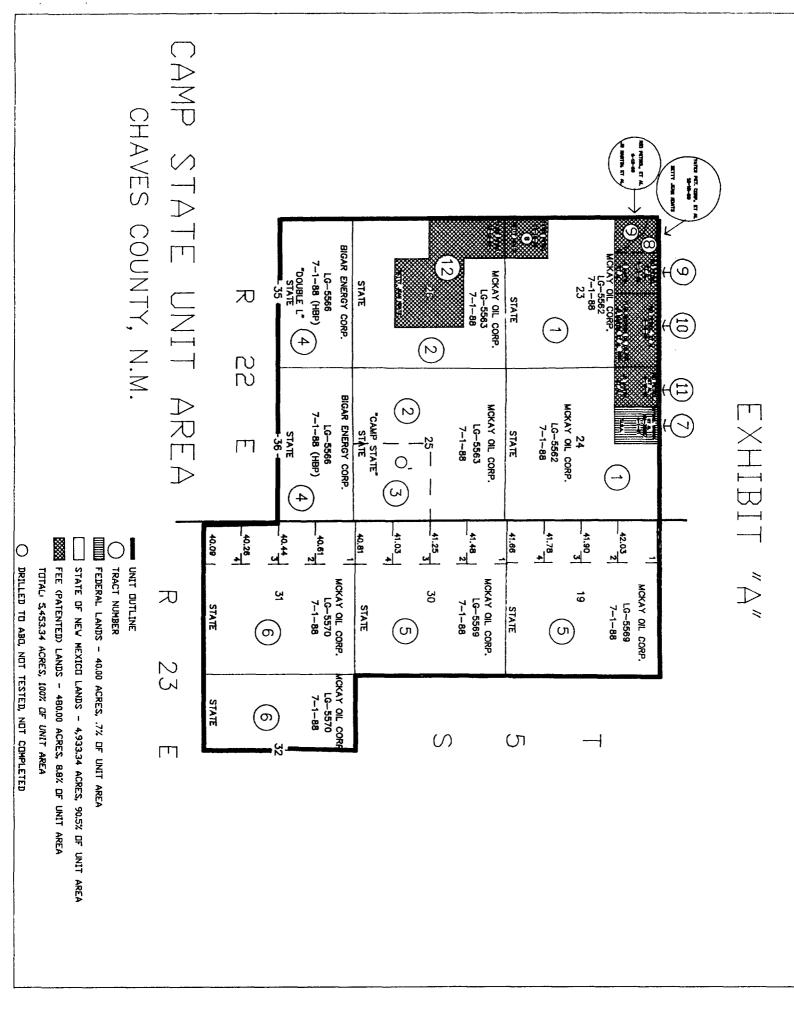
24. COUNTERPARTS: This agreement may be executed in any number of counterparts, no one of which needs to be executed by all parties, or may be ratified or consented to by separate instrument in writing specifically referring hereto, and shall be binding upon all those parties who have executed such a counterpart, ratification, or consent hereto with the same force and effect as if all such parties had signed the same document, and regardless of whether or not it is executed by all other parties owning or claiming an interest in the lands within the above described unit area.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this agreement to be executed as of the respective dates set forth opposite their signatures.

UNIT OPERATOR AND WORKING INTEREST OWNER

	McKay Oil Corporation	
DATE: 6-20-88	By President	5128
ATTEST		
BY Sharon R. Harrillon asst. Secretary OTHER WO	RKING INTEREST OWNERS	
	Company	
DATE:	BY:	

BY:



2. T5S-R22E Section 25: N/2, SW/4 Section 26: N/2NE/4, SE/4NE/4, S/2S/2, NE/4SE/4 NE/4NM/4, NW/4SW/4	1. T5S-R22E Section 23: S/2N/2, N/2S/2, SE/4SW/4, S/2SE/4 Section 24: NE/4, S/2NW/4, S/2	NO. LAND DESCRIPTION
880.00 LG-5563-3 7-01-88	1,000.00 LG-5562-3 7-01-88	NO. OF SERIAL NO. & ACRES EXPIRATION
State of N.M12.5% W	State of N.M12.5% M	BASIC ROYALTY & OWNERSHIP
McKay Oil Corporation and The McKay Children's Trust	FE OF NEW MEXICO LANDS	LESSEE OF RECORD & PERCENTAGE
100%	100%	
C. Richard Overly16605%, William C. Lonquist, Jr. 16605%, Millis H. Oakes02187%, Gayle A. Dalton00729%, Milton R. Fry04374%, Melvin & Marvin Wolf-9%, Gary Mitchell66667%, Ernest Otto33333%	C. Richard Overly16605%, William C. Lonquist, Jr. 16605%, Millis H. Oakes02187%, Gayle A. Dalton00729%, Milton R. Fry00224%, Melvin & Marvin Wolf-9%, Gary Mitchell66667%, Ernest Otto3333% McKay Oil Corp2.094997%, Royale Energy Company75%	OR I PERCENTAGE
McKay Oil Corporation McKay Children's Trust LOG Partners	McKay Oil Corporation McKay Children's Trust LOG Partners	WI OWNER & PERCENTAGE
51.875% 41.875% 6.25%	51.875% 41.875% 6.25%	

McKay Oil Corp.-2.094997%, Royale Energy Company-.75%

EXHIBIT "B"

Schedule of Lands and Leases lying within the Camp State Unit Area, Chaves County, New Mexico

Township 5 South, Range 22 & 23 East, N.M.P.M.

EXHI	
BIT	
"B"	

4. T5: Se	3. 155 Sec	TRACT NO.
T5S-R22E Section 35: N/2 Section 36: N/2	T5S-R22E Section 25: SE/4	LAND DESCRIPTION
640.00	160.00	NO. OF ACRES
640.00 LG-5566 7-01-88 (HBP)	160.00 LG-5563-3 7-01-88	SERIAL NO. & EXPIRATION
State of N.M12.5%	State of N.M12.5%	BASIC ROYALTY & OWNERSHIP
Inexco Oʻll Company	McKay Oil Corporation and The McKay Children's Trust	LESSEE OF RECORD & PERCENTAGE
100%	100%	
Inexco Oʻll Company-10%	C. Richard Overly16605%, William C. Lonquist, Jr. 16605%, Millis H. Oakes02187%, Gayle A. Dalton00729%, Milton R. Fry04374%, Melvin & Marvin Wolf-9%, Gary Mitchell66667%, Ernest Otto33333%, McKay Oil Corp12.095%	ORI PERCENTAGE
Bigar Energy Corporation	McKay Oil Corporation McKay Children's Trust OilSearch Corporation May Petroleum, Inc. Cumo Resources, Inc. Fuller Petroleum, Inc.	WI OMNER & PERCENTAGE
100%	61.156% 21.094% 7.5% 5.0% 5.0%	

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EXHIBIT	
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თ	თ. •	TRACT NO.
T5S-R23E Section 32: Section 31:	T5S-R23E Section 19: Section 30:	
W/2 Lots 1(40.61), 2(40.44), 3(40.26), 4(40.09), E/2, E/2W/4 (all)	Lots 1(42.03), 2(41.90) 3(41.78), 4(41.66), E/2, E/2W/2 (all) Lots 1(41.48), 2(41.25), 3(41.03), 4(40.81), E/2, E/2W/2 (all)	LAND DESCRIPTION
961.40	1,291.94	NO. OF ACRES
LG-5570-3 7-01-88	LG-5569-3 7-01-88	SERIAL NO. & EXPIRATION
State of N.M12.5%	State of N.M12.5%	BASIC ROYALTY & OWNERSHIP
McKay 011 Corporation	McKay 011 Corporation	LESSEE OF RECORD & PERCENTAGE
100%	100%	
<pre>C. Richard Overly16605%, William C. Lonquist, Jr. .16605%, Millis H. Oakes02187%, Gayle A. Dalton00729% Milton R. Fry04374%, Melvin & Marvin Wolf-9%, Gary Mitchell66667%, Ernest Otto33333% McKay Oil Corp2.094997%, Royale Energy Company75%</pre>	<pre>C. Richard Overly16605%, William C. Lonquist, Jr. 16605%, Millis H. Oakes02187%, Gayle A. Dalton00729%, Milton R. Fry04374%, Melvin & Marvin Wolf-9%, Gary Mitchell66667%, Ernest Otto33333% McKay Oil Corp2.094997%, Royale Energy Company75%</pre>	OR I PERCENTAGE
McKay Oil Corporastion McKay Children's Trust LOG Partners	McKay Oil Corporastion McKay Children's Trust LOG Partners	WI OWNER & PERCENTAGE
51.875% 41.875% 6.25%	51.875% 41.875% 6.25%	

TOTAL STATE OF NEW MEXICO LANDS, 6 TRACTS, 4,933.34 ACRES

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EXHIBIT
"B"

FEDERAL LANDS
7. T5S-R22E Section 24: NE/4NW/4 40.00 NM-38867 USA - 12.5% Kaiser Energy Inc. 50% none Kaiser Energy Inc 50%

TOTAL FEDERAL LANDS, 1 TRACT, 40.00 ACRES

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NO.		ACRES EXPIRATION	& OWNERSHIP	& PERCENTAGE		PERCENTAGE	PERCENTAGE	
				FEE (PATENTED) LANDS				
8. T5S-R22E Section 23:		57.20 12-18-89	Betty Jean Moats - 12.5%	Yates Petroleum Corporation Yates Drilling Company Abo Petroleum Corporation Estate of Martin Yates III	40x 20x 20%	none	Yates Petroleum Corporation Yates Drilling Company ABO Petroleum Corporation Estate of Martin Yates III	40% 20% 20%
	at the northeast corner of said NW/4NW/4, thence south to the southeast corner of said NW/4NW/4, then west 250 feet, thence north 36° 56' west, 220 feet, thence north 37° 14' west, 1,340 feet, thence north 65° 10' west, 195 feet, to subdivision line, thence north 40 feet to the northwest corner of said NW/4NW/4, thence east to the point of beginning and containing 22.8 acres.	3 0		Estate of Martin Yates III			Estate of Martin Yates III	100%
9. T5S-R22E		6			T			
Section 23:	: NE/4NW/4, and the following tract of lands in the	62.80 6-15-89	Jerry Don Martin & wife Waneta and	Rio Petrol, Inc. Stevens Oil Company	54% 30%	Sam D. Gardiner - 1%	Rio Petrol, Inc. Stevens Oil Company	54% 30%
	NW/4NW/4, described as		Ronald Charles	Stevens Resources	10%		Stevens Resources	107
	foilows: Beginning at the		Martin & wife Betty S 12.5%	John D. Cadigan	6%		John D. Cadigan	6
	NW/4NW/4, thence south to							100%
	the southeast corner of said	α.						
	NW/4NW/4, then west 250 feet,	ť,						
	thence north 36° 56' west,							
	220 feet, thence north 37° 14'	14'						
	west, 1,340 feet, thence north	rth						
	65° 10' west, 195 feet, to							
	subdivision line, thence north	rth						
	40 feet to the northwest corner	rner						
	of said NW/4NW/4, thence east	st						
	to the point of beginning							
	and contraining of a server							

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11.		10.	TRACT NO.
T5S-R22E Section 24: NW/4NW/4		T5S-R22E Section 23: N/2NE/4	LAND DESCRIPTION
40.00	(40.00)	80.00	NO. OF ACRES
6-15-89	(40.00) 6-15-89	80.00 (40.00) open *	SERIAL NO. & EXPIRATION
Jerry Don Martin wife Waneta and Ronald Charles Martin & wife Betty S 12.5%	Jerry Don Martin & wife Waneta and Ronald Charles Martin & wife Betty S 12.5%	Flag-Redfern 011 Co.	BASIC ROYALTY & OWNERSHIP
Rio Petrol, Inc; Stevens Oil Company Stevens Resources John D. Cadigan	Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan		LESSEE OF RECORD & PERCENTAGE
54% 30% 6%	54% 10% 6%		
Sam D. Gardiner - 1%	Sam D. Gardiner50%		ORI PERCENTAGE
Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan - 6%	Rio Petrol, Inc. Stevens Oil Company Stevens Resources John D. Cadigan	Un] eased	WI OWNER & PERCENTAGE
54% 30% 10%	27% 15% 	50%	

* open refers to unleased minerals interests

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Page 6

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-		NO. 12. TS
		LAND DESCRIPTION T5S-R22E Section 26: W/2NW/4, SE/4NW/4, NE/4SE/4 NW/4SE/4
		NO. OF ACRES 240.00
		EXPIRATION 12-18-89
FEE LANDS TOTAL UNIT ACREAGE	STATE LANDS FEDERAL LANDS	Betty Jean Moats - 12.5%
480.00 ACRES 5,453.34 ACRES	RECAPITULATION 4,933.34 ACRES 40.00 ACRES	LESSEE OF RECORD & PERCENTAGE Yates Drilling Company ABO Petroleum Corporation Estate of Martin Yates III
8.8% OF UNIT 100% OF UNIT	90.5% OF UNIT AREA 0.7% OF UNIT AREA	コ 207 207 207 207 207 207 207 207 207 207
OF UNIT AREA OF UNIT AREA	IT AREA IT AREA	OR I PERCENTAGE
		WI OWNER & PERCENTAGE Yates Petroleum Corporation Yates Drilling Company ABO Petroleum Corporation Estate of Martin Yates III 20% 40% 20% 20% TOTAL FEE (PATENTED) LANDS, 5 TRACTS, 480.00 ACRES

EXHIBIT "B"

Mc Kay Oil Comporation____

ROY L. MCKAY, PRESIDENT HOME OFFICE, P.O. BOX 2014 ROSWELL, N.M. 88202 . TELEPHONE 505/623-4735

OIL & GAS

June 1, 1988

To: All Interested Parties Camp State Unit Area Chaves County, New Mexico

> Re: Camp State Unit Area T-5-S, R-22-23-E, NMPM Chaves County, New Mexico

Ladies & Gentlemen:

We are enclosing to each of you copy of Plat showing a 5,453.34 acre Exploratory Unit located in Northern Chaves County, New Mexico. According to the State and County records, you own an Oil & Gas interest in lands within this area.

McKay Oil Corproation if forming this Unit preparatory to testing the Abo formation in a well located in the NW/4SE/4 Section 25-5S-22E, NMPM. Copies of Unit instruments along with letter of transmittal and explanation will be mailed this week, therefore you should have complete information very shortly.

Pursuant to the Rules and Regulations of the New Mexico State Oil Conservation Division, all interested parties are to be given actual notice, twenty days in advance, of a public hearing to be held before the OCD. This is to advise that Application for OCD approval of the captioned Unit has been made and that hearing before the OCD will be held at 8:15 A.M., Wednesday, June 22, 1988, at the OCD Offices in the State Land Office Building, Santa Fe, New Mexico.

This is a Exploratory Unit and your interest is not affected by the Unit Agreement until such time as you voluntarily join and commit your interest.

If you object to the formation of this Unit and test of the Abo formation inside the Unit Area, you may appear in person at the June 22nd hearing, or may write directly to the Oil Conservation Division, P. O. Box 2088, Santa Fe, New Mexico 87504-2088.

Yours very truly,

McKAY OIL CORPORATION

Sharon K. Ham

Sharon R. Hamilton Land Coordinator

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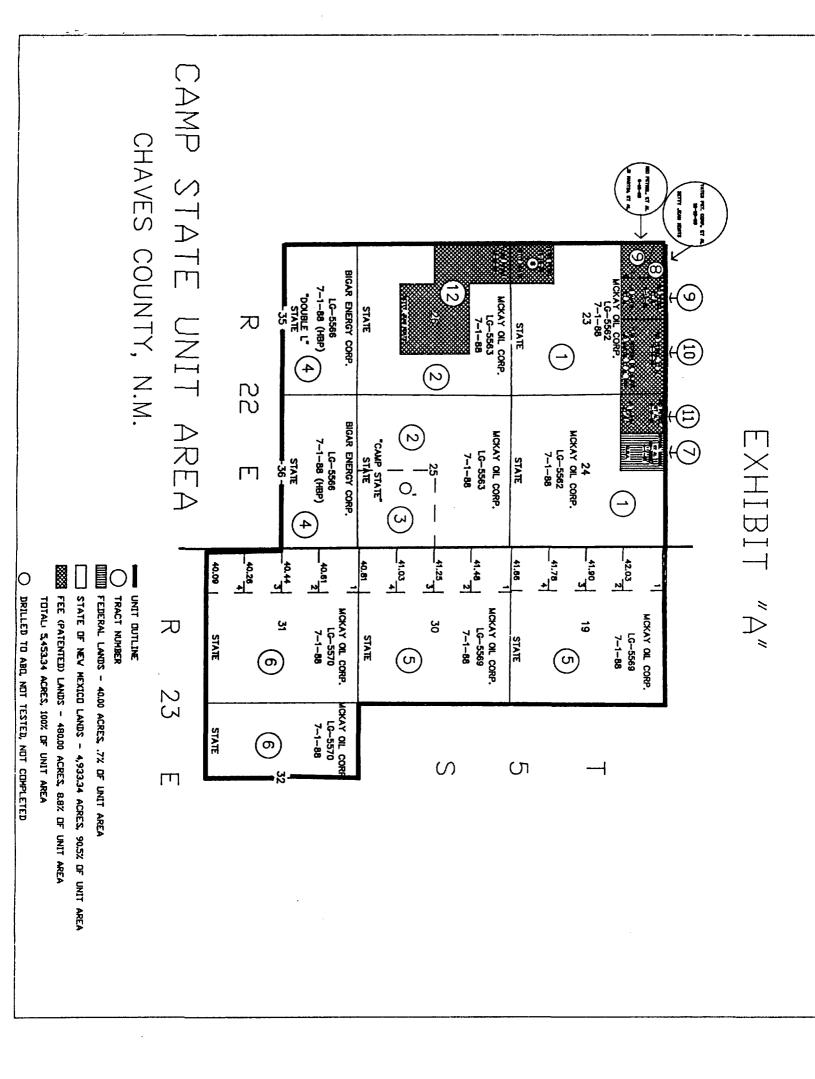
INVESTMENTS

Enclosure

LEASES

.

PRODUCTION



State of New Mexico



Y

W.R. HUMPHRIES



Commissioner of Public Lands

SLO REF. NO. OG-796 P.0 BOX 1148 SANTA FE, NEW MEXICO 87504-1148

June 1, 1988

Mr. Randolph M. Richardson P. O. Box 2423 Roswell, New Mexico 88201

> Re: Proposed Camp State Unit, Chaves County, New Mexico

Dear Mr. Richardson:

This office has reviewed the unexecuted copy of unit agreement which you have submitted on behalf of McKay Oil Corporation, for the proposed Camp State Unit Area, Chaves County, New Mexico. This agreement meets the general requirements of the Commissioner of Public Lands and has this date granted you preliminary approval as to form and content.

Preliminary approval shall not be construed to mean final approval of this agreement in any way and will not extend any short term leases, until final approval and an effective date have been given.

When submitting your agreement for final approval, please submit the following:

- 1. Application for formal approval by the Commissioner setting forth the tracts that have been committed and the tracts that have not been committed.
- 2. All ratifications from the Lessees of Record and Working Interest Owners. All signatures should be acknowledged by a notary and one set must contain original signatures.
- 3. Order of the New Mexico Oil Conservation Division. Our approval will be conditioned upon subsequent favorable approval by the New Mexico Oil Conservation Division and the Bureau of Land Managment..

BEFORE EXAMINER STOGNER	
Oil Conservation Division	
Exhibit No. <u>6</u>	
Case No. <u>938</u> /	
Exhibit No. <u>6</u>	

Mc Kay Oil Corporation____



DY L. MCKAY, PRESIDENT HOME OFFICE, P.O. BOX 2014 ROSWELL, N.M. 88202 • TELEPHONE 505/623-4735



June 3, 1988

To: All Working Interest Owners Camp State Unit Area

> Re: Camp State Unit T-5-S, R-22-23-E, NMPM Chaves County, New Mexico

Gentlemen:

You have been furnished notice of hearing before the Oil Conservation Division, (June 22, 1988), in connection with the captioned Unit. We are now enclosing to each of you one copy of Unit Agreement, one copy of Unit Operating Agreement, and 4 copies of Consent and Ratification for each instrument. Your interest is shown on Exhibit "B" to the Unit Agreement.

The Unit Area contains 90% State of New Mexico Lands which necessitates use of the prescribed State form of Unit Agreement. This form creates a fully participating Unit wherein all interests, working and royalty, are pooled under the entire Unit Area on a surface acre basis in the ratio (percentage) that individual committed acreage bears to the total committed acreage.

Exhibit "B", Part II, Schedule of Participation, has not been finalized due to a somewhat unique situation. That is, instead of drilling an initial test well as provided for in the Unit Agreement, McKay Oil Corporation, Unit Operator, will re-enter, perforate, treat and test an untested hole drilled by Transwestern Gas Supply Company et al. The well was drilled to a total depth of 3,650' and $4\frac{1}{2}$ " casing set at 3,555'. Due to lack of pipeline and market, the well was not perforated and not tested.

McKay Oil took over operations of this well, and is now forming this Camp State Unit along with others in the West Pecos Slope area, preparatory to testing the untested zones.

LEASES

PRODUCTION

Exhibit "p" to Alfidgoit

INVESTMENTS

Letter to Working Interest Owners Camp State Unit Page 2

Transwestern et al expended \$277,274.91 in driling and casing. The AFE for McKay Oil's re-entry, perforating, treating and testing will be approximately \$30,000.00. Consequently, costs of the initial test well will be approximately \$307,274.91, and by joining this Unit and paying your proportionate part these costs. You will be furnished a proper and finalized Exhibit "B", Part II, as soon as determined which parties will commit to the Unit.

Some 4,300 acres of State Leases expire 7-1-88. McKay Oil must have the Unit approved by the Division and Commissioner and commence actual operations prior to July 1, 1988. Consequently, please consider this Unit and Unit instruments as quickly as possible.

Due to the OCD requirements, that all interested parties be contacted, we have mailed Notice of the hearing as well as copy of Unit Agreement and Ratification forms to all fee mineral and royalty owners.

If you will join this Unit, and commit your interest, please execute three copies of the Consent and Ratification forms for each instrument and return. Copies of the Unit instruments and 4th copy of the Ratification forms are for your files.

We will be glad to answer any questions, or if you need additional information, please feel free to call. Again, we need, and will greatly appreciate, your prompt attention.

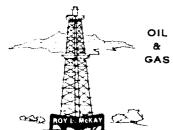
Yours very truly,

McKAY OIL CORPORATION

Sharon R. Hamilton Land Coordinator

Enclosures

Roy L. MCKAY, PRESIDENT HOME OFFICE, P.O. BOX 2014 ROSWELL, N.M. 88202 • TELEPHONE 505/623-4735



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June 2, 1988

COPY

To: All Royalty Owners Camp State Unit Area

Mc Kay Oil Corporation_

Re: Camp State Unit Area T-5-S, R-22-23-E, NMPM Chaves County, New Mexico

Ladies and Gentlemen:

You have been given notice of the State Conservation Division hearing in connection with the captioned Unit and we are now enclosing to each of you one copy of the Unit Agreement and four copies of Consent and Ratification form. Your individual ownership is shown on Exhibit "B" to the Unit Agreement.

This Unit is being formed by McKay Oil Corporation preparatory to testing the Transwestern Gas Supply Company Camp State Well #1, located in the NW/4SE/4 Section 25-5S-22E, NMPM. This well was drilled, and casing set, but due to lack of pipeline and gas market, it was never tested. McKay Oil Corporation acquired the operations of this well in 1986.

The Unit Area contains over 90% State Lands and it was necessary to use the State prescribed form of Unit Agreement. This form creates a fully Participating Unit wherein all royalties are spread under the entire area on a surface acre basis. In other words, you would share in production anywhere on the Unit Area. This is assuming that the oil company owner of the Oil and Gas Lease under which you own royalty also joins and commits to the Unit. If the owner of the Lease does not join the Unit, then your royalty interest is not affected.

A large amount of the Leases, some 4,300 acres, will expire July 1, 1988, and McKay Oil must have the Unit approved by the State Land Commissioner and Oil Conservation Division, and be actually working on the test well prior to the July 1st date.

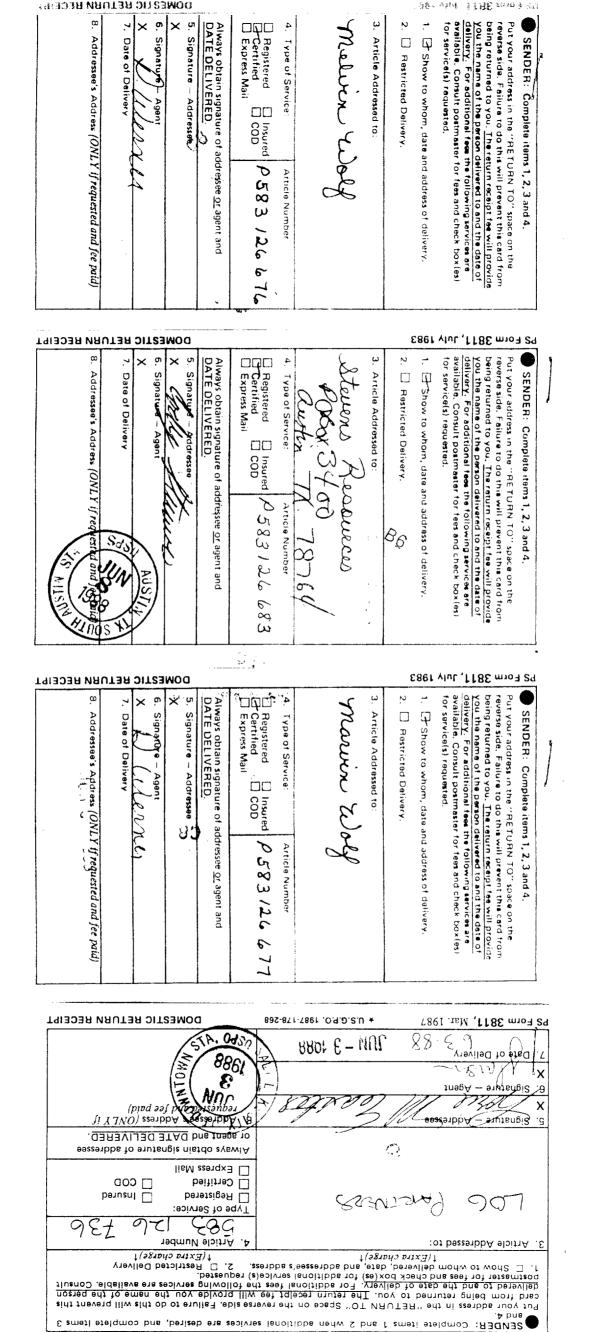
Exhib. +"p" to Affilasi+

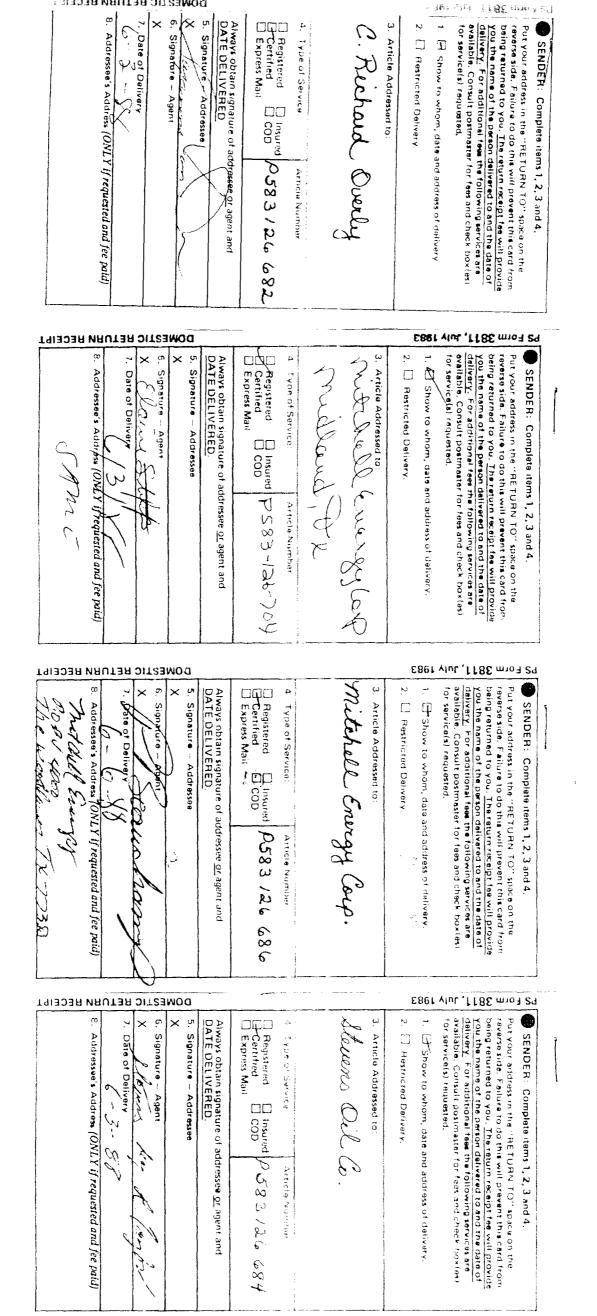
LEASES

PRODUCTION

INVESTMENTS

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william C. Longuist gr B. Addressee's Address (ONLY if requested and fee paid) being returned to you. <u>The return receipt fee will provide</u> you the name of the parson delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) reverse side. Failure to do this will prevent this card from P583 126 68 Put your address in the "RETURN TO" space on the C Show to whom, date and address of delivery. Always obtain signature of addressee of agent and DATE DELIVERED. **Article Number** SENDER: Complete items 1, 2, 3 and 4 COD the Restricted Delivery. 5. Signarture Addressee 3. Article Addressed to: for service(s) requested. 6. Signature – Ageni Date of Delivery 4. Type of Service: Certified Express Mail 9 × DOMESTIC RETURN RECEIPT PS Form 3811, July 1983 000 000 0583 126 680 8. Addressee's Address (ONLY if requested and fee paid) reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide delivery. For additional fees the following services are available. Consult postmester for fees and check box(es) you the name of the person delivered to and the date of Put your address in the "RETURN TO" space on the 1. Er Show to whom, date and address of delivery. Always obtain signature of addressee of agent and DATE DELIVERED. **Article Number** SENDER: Complete items 1, 2, 3 and 4. Melles n. Oakes Restricted Delivery. 5. Signature - Addresser 3. Article Addressed to: for service(s) requested. Signature - Agen 7. Date of Delivery 4. Type of Service: Cerrified Express Mail 6 × DOMESTIC RETURN RECEIPT PS Form 3811, July 1983 P583 126 679 reverse side. Failure to do this will prevent this card from being returned to you. <u>The return receipt fee will provide</u> you the name of the person delivered to and the date of <u>delivery</u>. For additional fees the following services are available. Consult postmester for fees and check box(es) 8. Addressee's Address (ONLY if requested and fee paid Put your address in the "RETURN TO" space on the 1. Chow to whom, date and address of delivery. Always obtain signature of addressee or agent and DATE DELIVERED. Article Number 85 Gayle G. Dalton SENDER: Complete items 1, 2, 3 and 4. Bestricted Delivery. 5. Signatuta - Addressee 3. Article Addressed to: for service(s) requested. 6. Signature - Agen 4. Type of Service: 7. Date of Delivery Certified Express Mail 1 × × DOMESTIC RETURN RECEIPT PS Form 3811, July 1983 000 0583 126 678 8. Addressee's Address (ONLY if requested and fee paid) reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide You the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmastar for fees and check box(es) . . Put your address in the "RETURN TO" space on the Show to whom, date and address of delivery. Always obtain signature of addressee or agent and DATE DELIVERED. Article Number Milton R. Fry SENDER: Complete items 1, 2, 3 and 4. · `` Restricted Delivery. 5. Signandre - Addressee 3. Article Addressed to: for service(s) requested. 6. Signature – Agent Pate of Delivery 4. Type of Service: Registered Fertified Express Mail Corre e, 000 3811 16

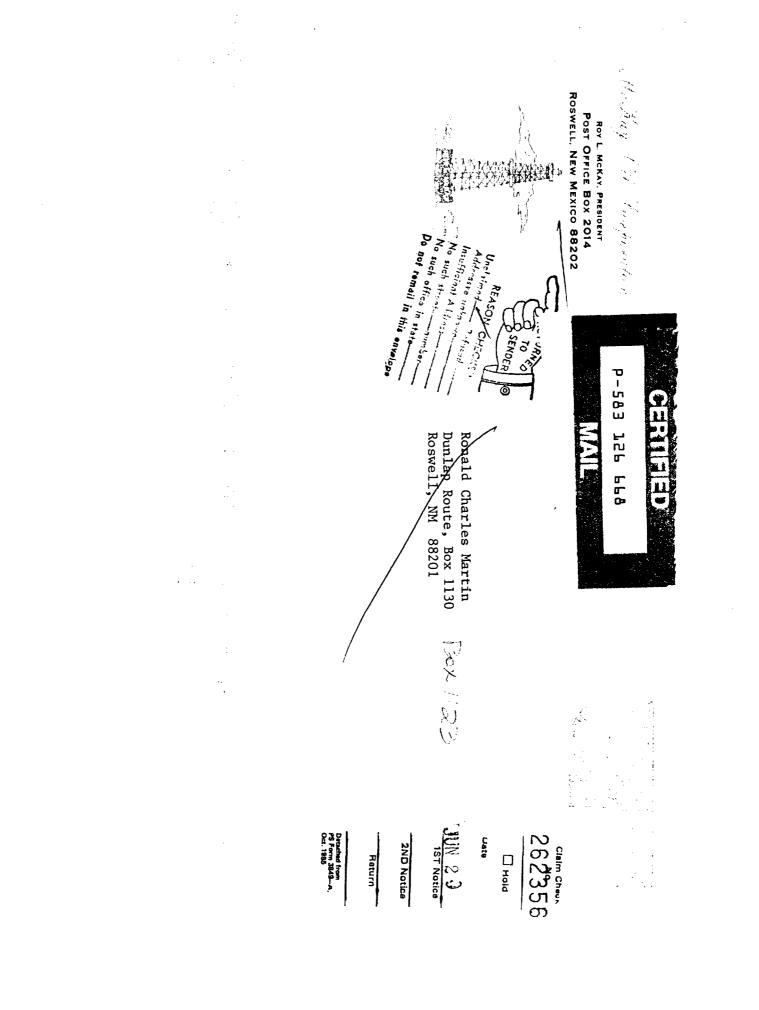
RECEIVED JUE 0 3 1938	6. Signature - Agent X 7. Date of Delivery UNC 266 8. Addressee's Address (ONLY if requested and fee paid)	Always obtain signature of addressee or agent and DATE DELIVERED. 5. Signatury - Agdressee X	4. Type of Service: Article Number	3. Article Addressed to: Oil Search Corporation	SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The futurn receipt fee will provide you the name of the futurn receipt fee will provide available conduct to past the following services are available conduct postmaster for fees and check box(es) tor services(s) requested. 1. Check to whom, date and address of delivery. 2. Restricted Delivery.
CEIPT	A NRUTAR DITSA		·		EBBL AINT "LLBE WIGH SA
	6. Signature Agent Man 200 X Wall and Man 200 7. Date of Delivery (3 / / / 8. Addressee's Address (ONLY if requested and fee paid)	Always obtain signature of addressee <u>or</u> agent and <u>DATE DELIVERED</u> . 5. Signature – Addressee X	4. Type of Service: Article Number	3. Article Addressed to: Betty Jean Moates	 SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult poetmaster for fees and check box(es) for service(s) requested. 1. Show to whom, date and address of delivery. 2. Restricted Delivery.
CEIPT	иезтіс ретири ле	NOG		·····	PS Form 3811, July 1983
	6. Signature - Agent X Phanetai Mantra 7. Date of Delivery B. Addressee's Address (ONLY if requested and fee paid) 8. Addressee's Address (ONLY if requested and fee paid)	Always obtain signature of addressee <u>or</u> agent and <u>DATE DELIVERED</u> . 5. Signature – Addressee X	4. Type of Service: Article Number □ Registered □ Insured □ Certified □ COD □ Express Mail □ COD	3. Article Addressed to: Jeny Don Mantin	 SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of adelivery. For additional fee the following services are available. Consult postmaster for fees and check box(es) tor service(s) requested. 1. Show to whom, date and address of delivery. 2. Restricted Delivery.
CEIPT	атистая отгая	······			PS Form 3811, July 1983
	6. Signature - Agent X <i>Illurus F., Klub</i> 7. Date of Delivery . 3-85 8. Addresse's Address (ONLY if requested and fee paid)	Always obtain signature of addressee <u>DATE DELIVERED</u> . 5. Signature – Addressee X	4. Type of Service: Article Number □ Registered □ Insured □ Centified □ COD □ Express Mail	3. Article Addressed to: Sam D. Galdener	 SENDER: Complete items 1, 2, 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fee the following services are available. Consult postmester for fees and check box(les) for service(s) requested. 1. Show to whom, date and address of delivery. 2. Restricted Delivery.

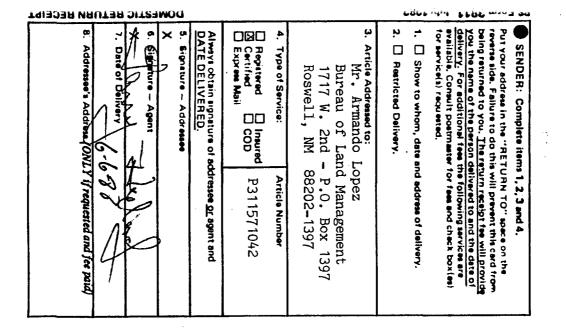
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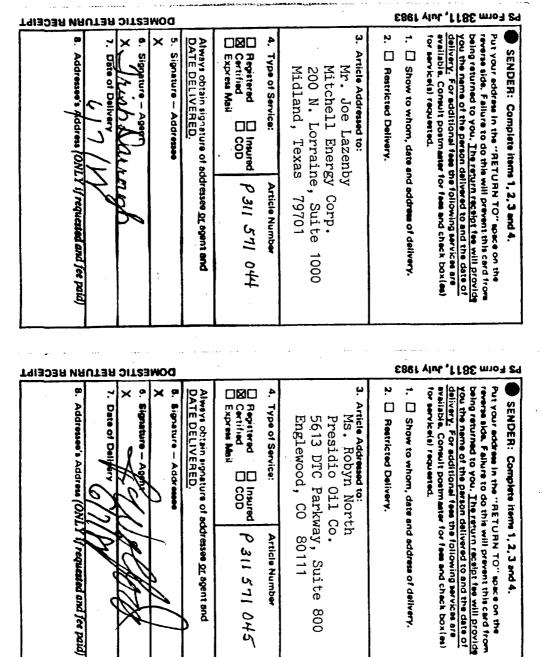
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STATE OF NEW MEXICO)	AFFIDAVIT - CERTIFICATE
	•	
	•	CAMP STATE UNIT
COUNTY OF CHAVES	1	CAME STATE ONLY
COUNTI OF CHAVES	1	

BEFORE ME the undersigned authority, on this 20th day of June, 1988, personally appeared Randolph M. Richardson and Sharon R. Hamilton, known to me to be credible persons who did depose and state that the undersigned Richardson was employed on a consulting basis by McKay Oil Corporation, for the purpose of supervising and aiding in the formation and completion of the Camp State Unit, Chaves County, New Mexico, and that the undersigned Hamilton is a full time employee, Land Manager, of McKay Oil Corporation.

That, actual Notice of public hearing to be held June 22, 1988, in the State Land Office Building, Santa Fe, New Mexico, before the Oil Conservation Division, Energy and Minerals Department, State of New Mexico, was given by Certified Mail, return receipt requested, to all parties owning any type of oil and gas interests within the Unit Area, including owners of working interests, basic royalty, overriding royalty and unleased fee (patented) minerals.

That, this actual notice was placed in the mail more than 20 days prior to the above mentioned hearing date.

That, all owners of any type of royalty were furnished copies of the Unit Agreement together with Consent and Ratification Forms and their joinder solicited.

That, all owners of any type of working interests (including unleased fee minerals) were furnished copies of the Unit Agreement and Unit Operating Agreement, along with Consent and Ratification forms, and their joinder solicited.

That, Federal, State and County records were examined, as well as McKay Oil Corporation's Lease files, and that the above mentioned Notice and copies of Unit instruments were forwarded to the last known or determinable address of all parties. Many telephone calls were made in an effort to locate unleased fee mineral owners and owners with older addresses.

That, attached hereto, and marked Exhibit "A", is a complete list of all owners of any interest within the Unit Area, together with their addresses. To the left of each name there is a notation of whether or not a Return Receipt was received by McKay Oil Corporation or the undersigned. To the right of each name is a notation of whether or not the person or entity committed to the Unit.

That, attached hereto, and marked Exhibit "B", is a copy of each Return Receipt received by McKay Oil Corporation or the undersigned.

That, attached hereto as Exhibits "C" and "D" are copies of letters placed in the mail to all owners of interests within the Unit Area.

That, to the best of the undersigned affiants knowledge, the Notice requirements of the Oil Conservation Division Rule No. 1207, as amended, have been complied with; that, applicant, McKay Oil Corporation, conducted a goodfaith diligent effort to determine the current addresses of all interested persons entitled to receive notice and, that pursuant to said Rule No. 1207, notice has been given at that correct address.

DATED this 20th day of June, 1988.

R. Hamellow Su Sharon R. Hamilton

McKay Oil Corporation P.O. Box 2014 Roswell, NM 88202-2014

C. C. C. Randolph M. Richardson P.O. Box 2423 Roswell, NM 88202-2423

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www.mar. B. Maria C. D. Zarana

Control 93.81

SUBSCRIBED AND SWORN TO before me this 2/ day of June, 1988.

Ahasla Mugas Notary Puplit

My Commission Expires: 3-15-91

CAMP STATE UNIT

Working Interest Onwers

Return Receipt	Name	Committed	Tracts & Net Acres
Operator	McKay Oil Corporation P.O. Box 2014 Roswell, NM 88201	Yes	1-2-3-5-6 2,242.02 Ac.
Operator	McKay Children's Trust P.O. Box 2014 Roswell, NM 88201	Yes	1-2-3-5-6 1,764.58 Ac.
Yes	Bigar Energy Corporation 3102 Maple Avenue, Suite 202 Dallas, TX 75201	No	4 640.00 Ac.
Yes	LOG Partners 868 McClelland Street Salt Lake City, UT 84102	Signature in Mail	1-2-5-6 258.34 Ac.
Yes	Yates Petroleum Corporation 207 S. 4th Street Artesia, NM 88210	No	8-12 118.88 Ac.
Yes	Rio Petrol, Inc. 300 Harbor Building 100 Second Avenue South Edmonds, Washington 98020	No	9-10-11 77.11 Ac.
Yes	Yates Drilling Company 207 S. 4th Street Artesia, NM 88210	No	8-12 59.44 Ac.
Yes	ABO Petroleum Corporation 207 S. 4th Street Artesia, NM 88210	No	8-12 59.44 Ac.
Yes	Estate Martin Yates, III 207 S. 4th Street Artesia, NM 88210	No	8-12 59.44 Ac.
Yes	Stevens Oil Company P.O. Box 2203 Roswell, NM 88201	No	9-10-11 42.84 Ac.
Yes	Presidio Oil Company 5613 DTC Parkway, Suite 800 Englewood, CO 80111	No	7 20.00 Ac.
Yes	Mitchell Energy Corporation 200 N. Lorraine, Suite 1000 Midland, TX 79701	No	7 20.00 Ac.
Yes	Stevens Resources 3625 Manchara Rd., Suite 103 Austin, TX 78704	No	9-10-11 14.28 Ac.
Yes	May Petroleum, Inc. 10100 N. Central Expressway, Suite 20 Dallas, TX 75231-4106	No (To Sell) O	3 12.00 Ac.
Yes	John D. Cadigan 300 Harbor Building 100 Second Avenue South Edmonds, Washington 98020	No	9-10-11 8.57 Ac.

Extens + A' 10 - 444 Ani-

Yes	Fuller Petroleum, Inc. 2020 Texas American Bank Building Ft. Worth, TX 76102	No (to sell)	3 8.00 Ac.
Yes	Cumo Resources, Ltd. c/o Bob Kazarian 1463 Westmont Drive Anaheim, CA 92801	Yes Signature in Mail	3 8.00 Ac.
Yes	Oil Search Corporation Suite 201, Building 2 7801 Academy Blvd., NE Albuquerque, NM 87109	No (to sell)	3 0.40 Ac.

Unleased Fee Minerals

Yes	Flag-Redfern Oil Company	No	10
	P.O. Box 11050		40.00 Ac.
	Midland, TX 79702		

CAMP STATE UNIT

Overriding and Basic Fee Royalty

Return Receipt	Name	Committed	Tracts
Yes	C. Richard Overly 17 South Briar Hollow Lane Suite 200 Houston, TX 77027	Yes	1-2-3-5-6
Yes	William C. Lonquist, Jr. 17 S. Briar Hollow Lane Suite 200 Houston, TX 77027	Yes	1-2-3-5-6
Yes	Millis H. Oakes 17 South Briar Hollow Lane Suite 200 Houston, TX 77027	Yes	1-2-3-5-6
Yes	Gayle A. Dalton 17 South Briar Hollow Lane Suite 200 Houston, TX 77027	Yes	1-2-3-5-6
Yes	Milton R. Fry 17 South Briar Hollow Lane Suite 200 Houston, TX 77027	Yes	1-2-3-5-6
Yes	Melvin Wolf P.O. Box 2062 Denver, CO 80201	Yes	1-2-3-5-6
Yes	Marvin Wolf P.O. Box 2062 Denver, CO 80201	Yes	1-2-3-5-6
Yes	Gary Mitchell P.O. Box 21526 Denver, CO 80221	Yes	1-2-3-5-6
Yes	Ernest Otto 2932 S. Josephine Street Denver, CO 80210	Yes	1-2-3-5-6
Operator	McKay Oil Corporation P.O. Box 2014 Roswell, NM 88201	Yes	1-2-3-5-6
Yes	Royale Energy Co. 101 W. Broadway, Suite 1777 San Diego, CA 92101	Yes	1-2-5-6
Yes	Inexco Oil Co. 2950 N. Loop West, Suite 1200 Houston, TX 77092-8862	No	4
Yes	Betty Jean Moats 703 S. Plains Park Dr. Roswell, NM 88201	No	8-12
Yes	Jerry D. Martin & Waneta Martin Box 1130, Dunlap Rt. Roswell, NM 88201	No	9-10-11

No Remailed	Ronald C. Martin & Betty Martin Dunlap Rt., Box 1130 Roswell, NM 88201		9-10-11
Yes	Sam D. Gardiner 1170 United NM Bank Tower Roswell, NM 88201	No	9-10-11
Yes	Bureau of Land Management	No	

Yes Bureau of Land Management 1717 West 2nd St., P. O. Box 1397 Roswell, NM 88201

Status of Committment Camp State Unit Chaves County, New Mexico

State of New Mexico Lands

Tract No.	Acres	Lessee Committed	Royalty Committed	Working Interest Committee
	1,000.00	Yes	Yes	100.00 %
	1880.00	Yes	Yes	100.00 %
	160.00	Yes	Yes	82.25 %
4,	640.00	No	No	No
E	1,291.94	Yes	Yes	100.00 %
E.	961.40	Yes	Yes	100.00 %

Petal 4,933.34 Acres State of New Mexico Land

4,133.34 Acres Fully Committed 160.00 Acres 82.25% Committed 4,293.34 Acres State Land Committed, 87.02%

Fee (Patented) Lands

÷.	57.20	No	No	No
а.	62.80	No	No	Ne
10.	80.00	No	No	NG
1'.	40.00	No	NC	No
12.	240.00	No	NO	No

lotal 480.00 Acres Fee Lands - Not Committed

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Federal Lands

40.00 No Ma Ma

RECAPITULATION

Total Unit Area = 5,453.34 Acres

4,093.34 Acres State Land Committed 440.00 Acres State Land Not Committed 480.00 Acres Fee Land Not Committed 40.00 Acres Federal Lands Not Committed

 $\begin{array}{rcl} & 4,293.34 \mbox{ Acres Committed} & = & 78.73 \ \% \\ & 1,160.00 \mbox{ Acres Not Committed} & = & \frac{21.27}{100.00 \ \%} \\ \hline \end{array}$

78.73 % Committed 21.27 % Not Committed

BEFORE EXAMINER STOGNER
Oil Conservation Division
Exhibit No. <u></u>
Case No. <u>938/</u>